ADAM A. LEWIS (BAR NO. 88736)
ALewis@mofo.com
KRISTIN A. HIENSCH (BAR NO. 275676)
KHiensch@mofo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

Attorneys for
APPLE INC.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re TECHOLOGY PROPERTIES LIMITED, LLC, Debtor.	Case No. 13-51589 SLJ Chapter 11 APPLE INC.'S RESERVATION OF RIGHTS AND LIMITED OBJECTION TO DISCLOSURE STATEMENT FOR MOORE MONETIZATION PLAN OF REORGANIZATION Date: October 2, 2014 Time: 3:00 p.m. Place: Hon. Stephen L. Johnson Courtroom 3099 280 South First Street San Jose, California

I. INTRODUCTION

Apple Inc. ("Apple") submits this reservation of rights and limited objection (the "Objection") to the Disclosure Statement dated August 28, 2014 (the "Disclosure Statement") [Dkt. No. 520] offered by Charles H. Moore ("Mr. Moore") in connection with the Moore Monetization Plan of Reorganization dated August 28, 2014 (the "MMP Plan") for the bankruptcy estate of Technology Properties Limited, LLC (the "Debtor" or "TPL").

Apple is a party to a patent license with TPL (last dated as of April 16, 2010), as amended by Amendment No. 1 (last dated as of April 16, 2012) (the "License Agreement") and is a party in interest in this case.[1] Among other rights, the License Agreement grants Apple a worldwide, non-exclusive license to certain patent portfolios, including the portfolio of patents known as the Moore microprocessor patents (the "MMP Portfolio"), the portfolio of patents known as the CORE Flash portfolio (the "CORE Flash Portfolio") and the portfolio of patents known as the Fast Logic portfolio (the "Fast Logic Portfolio").

As set forth in previous filings before this Court,[2] Apple and other similarly situated licensees[3] of the Debtor have identified potential risks to licensees at two levels. One level concerns the fate of licenses from the Debtor to Apple and other similarly situated licensees (the "Downstream Licenses"). The other level concerns the future of the Debtor's agreements with third parties (the "Upstream Level Agreements")[4] that arguably underlie the Debtor's licenses to Apple and other licensees.

---

[1] As a licensee, Apple is a party in interest with standing to object to the Disclosure Statement. *See Motor Vehicle Cas. Co. v. Thorpe Insulation Co. (In re Thorpe Insulation Co.)*, 677 F.3d 869, 884 (9th Cir. Cal. 2012) (noting that "party in interest" standard is construed broadly and on a case-by-case basis where party has a sufficient stake in the proceedings).

[2] Licensees have been closely monitoring this case for some time and have filed various pleadings with this Court to protect and preserve licensee rights. Specifically, on December 2, 2013, Fujitsu Limited filed Fujitsu's Reservation of Rights and Limited Objection to Technology Properties Limited, LLC's Disclosure Statement [Dkt. No. 296]; on January 16, 2014, Hewlett-Packard Company filed a Limited Objection and Reservation of Rights of Hewlett-Packard Company to Official Committee of Unsecured Creditors' Disclosure Statement [Dkt. No. 373]; on January 16, 2014, Fujitsu Limited filed Fujitsu's Reservation of Rights and Objection to Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 378]; on January 16, 2014, Fujitsu Limited filed a Motion for Appointment of § 1102(a)(2) Committee and Related Relief for Licensee Defenders [Dkt. No. 379]; on January 16, 2014, the following parties filed joinders to (1) Fujitsu's Reservation of Rights and Objection to Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 378], and (2) Motion for Appointment of § 1102(a)(2) Committee and Related Relief for Licensee Defenders [Dkt.

(Footnote continues on next page.)

The Disclosure Statement fails to provide sufficient disclosure relating to treatment and effects, if any, of the Upstream Level Licenses particularly on the Downstream Licensees. Specifically, Apple is concerned—but does not concede and would dispute—that the rights, interests or defenses TPL granted to Apple through its Downstream License may be incorrectly viewed as derivative of rights TPL possesses through its Upstream Level Agreements, what TPL denominates as commercialization agreements. Absent binding assurances that such Upstream Level Agreements will be assumed, it is possible that Upstream Parties[5] or other third parties

---

(Footnote continued from previous page.)

No. 379]: (a) Nikon Corporation [Dkt. No. 381]; (b) Blackberry Limited [Dkt. No. 382]; (c) Alcon Research, Ltd. [Dkt. No. 383]; (d) DIRECTV, LLC [Dkt. No. 384]; (e) Mattel, Inc. [Dkt. No. 385]; and (f) NEC Corporation [Dkt. No. 386]; on January 21, 2014, Toshiba Corporation, Toshiba America, Inc., Toshiba America Electronics Components, Inc., Toshiba America Information Systems, Inc., and Toshiba America Consumer Products, LLC filed Toshiba's Objection to the Disclosure Statement for the Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors [Dkt. No. 400]; on January 21, 2014, Apple Inc. filed a Joinder by Apple Inc. in (1) Fujitsu's Reservation of Rights and Objection to Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization, and (2) Motion for Appointment of § 1102(a)(2) Committee and Related Relief for Licensee Defenders[Dkt. No. 405]; o February 21, 2014, Apple Inc. filed Apple Inc.'s Combined Reservation of Rights and Limited Objection to (1) Disclosure Statement for TPL's Plan of Reorganization; and (2) Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 440]; on February 21, 2014, the following parties filed joinders to Apple Inc.'s Combined Reservation of Rights and Limited Objection to (1) Disclosure Statement for TPL's Plan of Reorganization; and (2) Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 440]: (a) Nikon Corporation [Dkt. No. 441]; (b) NEC Corporation [Dkt. No. 442]; (c) Mattel, Inc. [Dkt. No. 443]; (d) DIRECTV, LLC [Dkt. No. 444]; (e) Alcon Research, Ltd. [Dkt. No. 445]; (f) Fujitsu Limited [Dkt. No. 446]; (g) Blackberry Limited [Dkt. No. 447]; on February 21, 2014, Hewlett-Packard Company filed Hewlett-Packard Company's Combined Reservation of Rights with Respect to the Official Committee of Unsecured Creditors' Disclosure Statement and Limited Objection to Debtor's Disclosure Statement [Dkt. No. 450]; on February 21, 2014, Sony Corporation filed a Joinder by Sony Corporation in Apple Inc.'s Combined Reservation of Rights and Limited Objection to (1) Disclosure Statement for TPL's Plan of Reorganization; and (2) Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 455]; on February 21, 2014, Toshiba Corporation, Toshiba America, Inc., Toshiba America Electronics Components, Inc., Toshiba America Information Systems, Inc., and Toshiba America Consumer Products, LLC filed Joinder by Toshiba in Apple Inc.'s Combined Reservation of Rights and Limited Objection to (1) Disclosure Statement for TPL's Plan of Reorganization; and (2) Disclosure Statement for Official Committee of Unsecured Creditors' Plan of Reorganization [Dkt. No. 456].

[3] As noted in the competing Joint Plan of Reorganization by Official Committee of Unsecured Creditors and Debtor (Dated September 17, 2014) [Dkt. No. 539], there are numerous "Objecting Licensees" with similar concerns.

[4] The Upstream Level Agreements include what are defined in the Debtor/Committee Joint Plan as "IP Owners Commercialization Agreements" and any other agreement that purports to (i) create any right, license or interest that is necessary or related to the Debtor's (or Reorganized Debtor's) performance of the Downstream Licenses with Apple or other Objecting Licensees, or (ii) otherwise relates to the licenses, rights, interests, or defenses of Apple or other Objecting Licensees in connection with their respective Downstream Licenses.

[5] The "Upstream Parties" are IP Owners or the other non-Debtor counterparties to the Upstream Level Agreements.

dealing with the Reorganized Debtor, such as IP owners (the "IP Owners"), may threaten to undermine the rights or defenses of Apple or similarly situated Downstream License licensees ("Licensees"), exposing such parties to further litigation and risk.

As a result of negotiations earlier in the case, the MMP Plan and Disclosure Statement have adopted key language regarding Licensee protections.[6] For example, the MMP Plan contemplates a confirmation order that contains a finding that the "Licensee Protected Contracts (as defined in the MMP Plan) shall remain in full force and effect, and continue to be valid, binding, and enforceable in accordance with their terms, against TPL, the Reorganized Company, and *all applicable third-party patents owners*…" *See* MMP Plan at Article XVI (emphasis added). Apple believes such language would bind IP Owners who have had ample notice of the case and Licensees' position. However, to avoid any risk of post-confirmation litigation and related uncertainty regarding the binding effect of such a finding on third parties, the IP Owners previously agreed to provide side letters confirming the validity of such Licenses. As described in more detail below, certain IP Owners have refused to deliver the side letters—suggesting that Licensees' rights will not be respected and indicating ongoing risk to Downstream Licenses.

Because the Disclosure Statement does not fully disclose the risks for the Downstream Licenses associated with Upstream Level Agreements, Mr. Moore has not met his burden to provide "adequate information" as required by Code section 1125(a). Accordingly, Apple objects to the Disclosure Statement as failing to provide adequate information, and it reserves its rights to object to the MMP Plan.

II. RELATED HISTORY

Earlier this year, well before the filing of the MMP Plan and associated Disclosure Statement, following extensive negotiations among the Objecting Licensees, the Debtor, representatives of third party IP Owners and the Official Committee of Unsecured Creditors (the

[6] Counsel to Mr. Moore has been working with Apple and other Licensees to update the existing language in the MMP Plan to reflect the final language agreed upon by the various parties. The current MMP Plan language does not include final Licensee language. Apple reserves the right to object to the MMP Plan to the extent that language is not properly updated and on any other grounds.

"Committee"), the parties reached an agreement regarding how best to protect Apple's license interests, as well as the interests of other similar Objecting Licensees. Specifically, the parties agreed on licensee-protective language to be included in a Debtor-sponsored plan or a Committee-sponsored plan (or a joint plan), which contemplated delivery of side letters from IP Owners to reassure Licensees.

In light of uncertainty regarding potential plan treatment of the Upstream Level Agreements, Licensees insisted on, at least, side letters from relevant IP Owners (the "IP Owner Side Letters") assuring Licensees that the IP Owners would not disturb existing Licensees based on actions or events in the bankruptcy case, including any plan of reorganization or sale. The form of IP Owner Side Letter was heavily negotiated and ultimately finalized. The IP Owners owning the MMP Portfolio signed and delivered an executed IP Owner Side Letter to Licensees, including Apple. See Ex. A.

However, while the IP Owners for the CORE Flash and Fast Logic Portfolios agreed to the form of side letter and promised to deliver it months ago, they have stalled for months without acceptable explanation.[7] Finally, on the date of the filing of the MMP Plan, Licensees were further frustrated—they were directed by Debtor's counsel to contact new counsel for such IP Owners. That counsel, Michael St. James, has been unavailable or unable to address this problem at all relevant times for these purposes.[8]

All of this is relevant to Mr. Moore's Disclosure Statement because the licensee-related deficiency inherent in Mr. Moore's Disclosure Statement and MMP Plan may be largely out of Mr. Moore's control.[9] The outstanding IP Owner Side Letters relate to entities owned and/or

[7] Apple asserts that the IP Owners are bound by the terms of the IP Owner Side Letters through multiple email and verbal commitments to deliver the letters. Nevertheless, Apple seeks to eliminate the risk of possible litigation with IP Owners that might result if the IP Owners fail to deliver the executed letters.

[8] Shortly before filing this Objection, Michael St. James reached out to Apple to revisit the terms of delivery of the IP Owner Side Letters; nevertheless, no resolution has been achieved yet.

[9] By contrast, Mr. Moore has signed the relevant IP Owner Side Letter for the MMP Portfolio and has generally cooperated with Licensees, including by making efforts to satisfy Licensee concerns through counsel.

controlled by Mr. Leckrone.[10]

III. STANDARD FOR APPROVAL OF DISCLOSURE STATEMENT

Section 1125(b) of the Bankruptcy Code provides that an acceptance or rejection of a plan may not be solicited unless, at the time of or before such solicitation, the court approves a written disclosure statement, after notice and a hearing, as containing "adequate information." 11 U.S.C.1125(b). The Court has substantial discretion in determining whether a disclosure statement provides "adequate information" as required by Code section 1125(a), depending on the facts and circumstances of each case. *See, e.g., In re 3DFX Interactive, Inc.*, No. 02-55795 JRG, 2006 Bankr. LEXIS 1498, at *20 (Bankr. N.D. Cal. June 29, 2006) ("Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement.") (internal citations omitted).

Disclosure is considered the "'pivotal' concept of a . . . reorganization." *Kunica v. St. Jean Fin. Inc.*, 233 B.R. 46, 54 (S.D.N.Y. 1999) ("The importance of full disclosure is underlaid by the reliance placed upon the disclosure statement by the creditors and the court.") (internal citation omitted). The disclosure must be "full and fair." *Momentum Mfg. Corp. v. Employee Creditors Comm. (In re Momentum Mfg. Corp.)*, 25 F.3d 1132, 1136 (2d Cir. 1994). Indeed, "the importance of full and honest disclosure is critical and cannot be overstated." *In re Radco Props., Inc.*, 402 B.R. 666, 682 (Bankr. E.D.N.C. 2009).

IV. THE DISCLOSURE STATEMENT DOES NOT SUFFICIENTLY DISCLOSE KEY DATA REGARDING UPSTREAM LEVEL AGREEMENTS AND DOWNSTREAM LICENSES OR RELATED RISKS

TPL's business is structured in a way that makes TPL an intermediary between patent owners and the ultimate licensees, such as Apple and other Objecting Licensees, through Downstream Licenses. TPL was founded "to develop, manage, take to market, and license proprietary technology for the benefit of the technologies' owners," in a process Debtor called

[10] The CORE Flash Portfolio is owned by MCM Portfolio LLC, which is controlled by Mr. Leckrone. *See* Disclosure Statement Re: Joint Plan of Reorganization by Official Committee of Unsecured Creditors and Debtor [Dkt. No. 538] (the "Joint DS") at p.59. The Fast Logic Portfolio is owned by HSM Portfolio LLC, which is also controlled by Mr. Leckrone. Joint DS at 62. See Disclosure Statement for background information regarding the role of Daniel E. Leckrone and his relatives in the Debtor's case. Disclosure Statement at p. 6.

"commercialization." Disclosure Statement at 7. TPL, in other words, is generally not always the direct owner of the patent portfolios that TPL Licenses, but rather is granted the right to issue such Licenses from and on behalf of the actual owners through Upstream Level Agreements. Apple is concerned that such Upstream Level Agreements may not be fully preserved and protected by the MMP Plan, thereby exposing Apple to the risk of future litigation with respect to the License Agreement (a Downstream License) if, for example, an Upstream Party arranges to purport to terminate or reject the applicable Upstream Level Agreement or Agreements for default or otherwise, despite arguments against that position. Apple's concerns have been exacerbated based on the course of dealing with the Leckrone-controlled parties in recent months, who have withheld long-promised reassurance regarding their commitment not to challenge existing licenses in the form of the IP Owner Side Letters.

By failing to provide comprehensive information regarding the positions and key facts relating to the Upstream Level Agreements (and the consequences of alleged breach, termination or rejection thereof), the Disclosure Statement fails to disclose fully the impact of the proposed MMP Plan on the Debtor's License Agreement with Apple and other Downstream Licenses, as well as the predictable counter-oppositions of Apple (and probably most or all of the other 175 Licensees).

Any adequate Disclosure Statement must describe: (i) all relevant Upstream Level Agreements relating to TPL's rights to license the CORE Flash Portfolio and the Fast Logic Portfolio;[11] (ii) whether the agreement provides for exclusive or nonexclusive rights; (iii) whether the agreement purports to require the non-Debtor counterparty's consent to any assignment of TPL's rights under the agreement in whole or in part; (iv) the terms of Upstream Level Agreements that permit the counterparty to modify, declare a default under or terminate the agreement; (v) the status of performance or nonperformance of each such agreement, and foreseeable disputes relating thereto, such as would be required if these were executory contracts

[11] Note that Apple's primary focus is on the CORE Flash and Fast Logic Portfolios, since it has received the IP Owner Side letter relating to the MMP Portfolio.

requiring cures and adequate assurances of future performance ; (vi) the proposed treatment of each Upstream Level Agreement and its Upstream Parties under the proposed Plan; and (vii) whether the relevant IP Owners believe that the Debtor is in default under the agreement and, if so, what those alleged or potential defaults and cures are. In addition, as plan proponent, Mr. Moore, must -address what will happen if the Upstream Level Agreement counterparties oppose their Plan treatment, including in the context of assumption, rejection or "ride through" under section 365 or otherwise.[12]

Consider the following two scenarios, neither of which has been addressed in the Disclosure Statement, as examples of the insufficiency of disclosure relating to the upstream license issues:

(a) Termination of Upstream Level Agreements Following "Ride Through"

The MMP Plan provides for the Upstream Level Agreements to "ride through" the bankruptcy. *See* MMP Plan at p. 65 (providing that "Licensee Protected Contracts," which includes relevant commercialization agreements, "shall ride through the Bankruptcy Case without prejudice or adverse effects of any kind."). However, the Disclosure Statement does not specifically discuss or describe the commercialization agreements relating to the CORE Flash and Fast Logic Portfolios. Those agreements, described in the Joint DS as the "TPL-MCM Commercialization Agreement" and the "TPL-HSM Commercialization Agreement" respectively (see Joint DS at p. 61 and 63), may require consent to assumption (as the Joint DS suggests). If such agreements were to be assumed under the MMP Plan, Licensees would have the assurance that existing defaults would be cured and consent—if necessary—was obtained. However, a "ride through" does not provide the same comfort.

The unpredictable effect of such "ride through" on downstream licensee rights presents risks that may undermine a successful reorganization. For example, it is possible that the IP

[12] While "ride through" is appropriate for the Downstream Licenses under the circumstances and legal positions of the parties, "ride through" is problematic for Upstream Level Agreements. A "ride through" approach is not appropriate for the Upstream Level Agreements unless and until the legal effect of such "ride through" is fully and clearly disclosed and is assured of having no possible impact on the Downstream Licenses.

Owner/non-Debtor counterparty to an Upstream Level Agreement that has "ridden through" could seek to terminate the agreement post-confirmation (for example, by claiming a Debtor or Reorganized Debtor breach or event of default, such as a change in control or other event of default related to the bankruptcy filing itself). The IP Owner/non-Debtor Upstream Party could assert that the termination of an Upstream Level Agreement as to the Debtor would destroy the Debtor's Downstream Licenses, thereby allegedly allowing such IP owner to sue Apple or other relevant Downstream License counterparties for alleged infringement. While Apple disputes whether the Upstream Level Agreement counterparties can do either of these two things, among many other disputes, the Disclosure Statement does not adequately address this risk and the potential impacts and consequences such termination could have on Apple's License Agreement, such as the possible licensee-related creditor claims related to such an event.

(b) Upstream Party Interference With "Ride Through"

Alternatively, another undisclosed risk is the possibility that an IP Owner/non-Debtor counterparty to an Upstream Level Agreement could attempt to prevent such a "ride through" or assumption and instead purport to force a rejection under section 365 of the Bankruptcy Code (to the extent applicable, if any). One potential risk in such a scenario is that the IP Owner/non-Debtor counterparty could argue, over Licensee objections, that the Downstream Licenses (such as Apple's rights) would likewise be destroyed or harmed upon rejection of the applicable Upstream Level Agreement.[13] Although Apple does not concede that rejection of the Upstream Level Agreement could destroy or harm its License Agreement rights, especially given the estoppel created by IP Owners' representations through their agent negotiating the IP Owner Side Letters, Downstream License licensees like Apple could be forced into both defensive litigation, as well as comprehensive opposition to any plan provisions that could aid such IP Owners or their related parties in such litigation (such as releases).

[13] If an IP Owner/non-Debtor counterparty to an Upstream Level Agreement does effectively prevent the "ride through" or assumption of its license prior to confirmation, that pre-confirmation rejection could create massive claims by the Downstream License licensees. Such Licensee claims could be sizeable enough to block any plan, as well as to cause challenges to plan releases and other benefits for Licensees' adversaries and their related parties.

IV. CONCLUSION AND RESERVATION OF RIGHTS

Apple appreciates Mr. Moore's willingness to cooperate with Licensees and to incorporate Downstream Licensee-protective language into its Disclosure Statement and the MMP Plan. Due to cooperation among the parties, the scope of issues in dispute has narrowed considerably. Nevertheless, a significant disclosure deficiency remains in the Disclosure Statement: it lacks full disclosure regarding the direct and indirect impact of the proposed Plan on Upstream Level Agreements and the consequences of that impact for Downstream Licenses and the protected Licensees' offensive and defensive responses. The treatment of such problems, particularly arising from Upstream Level Agreements, is a significant issue in this case, having potentially serious implications for the Debtor's 175 Downstream Licensees with the corresponding potential to create sizeable claims and massive litigation. From a Licensee's perspective, if there is to be a fight, the best time for the fight is now, rather than after plan confirmation.

Accordingly, Mr. Moore must enhance disclosure as requested, such as in order to fully address the treatment of Upstream Level Agreements, including how any proposed Upstream Level Agreement "ride through" may affect Apple or similarly situated licensees, such as in the event of a post-Effective Date termination. In addition, Mr. Moore must address what will happen if the IP Owner/Upstream Level Agreement counterparties oppose their Plan treatment, including in the context of purported assumption, rejection or "ride through" under section 365.

Ignoring the Upstream Level Agreement and related issues, as the present Disclosure Statement does, is not a solution. If there is going to be a later threat to the Objecting Licensees after the Effective Date, the law requires full and fair disclosure of such risks before the Disclosure Statement can be approved. Apple further reserves its rights to object to the MMP Plan and to obtain further clarification as to any impact of the MMP Plan on its license rights, interests, claims, or defenses in connection with these issues.

Dated: September 25, 2014

ADAM A. LEWIS
KRISTIN A.HIENSCH
MORRISON & FOERSTER LLP

By: /s/ Adam A. Lewis
ADAM A. LEWIS

Attorneys for
APPLE INC.

Exhibit A

March 20, 2014

To all existing licensees of the MMP Portfolio, including those referenced in Exhibit A hereto (collectively, the "MMP Licensees"):

Re: *Non-Disturbance Agreement Relating to Existing Intellectual Property Licenses* (the "Agreement")

In an effort to advance the progress of Chapter 11 case No. 13-51589-SLJ filed on March 20, 2013 (the "Bankruptcy Case") of Technology Properties Limited, LLC ("TPL") pending in the United States Bankruptcy Court for the Northern District of California (San Jose Division) (the "Court") and to address the concerns expressed by certain MMP Licensees therein, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned irrevocably and unconditionally represent, warrant and agree as follows:

1. ***Survival of Existing Protected Licenses.*** All existing licenses to the Moore Microprocessor Portfolio (the "MMP Portfolio") granted by TPL, Patriot Scientific Corporation ("PTSC") or Phoenix Digital Solutions ("PDS") (collectively, the "Protected Licenses") are, and shall survive the effective date of any confirmed plan of reorganization, as valid, binding and enforceable against the undersigned, their successors and assigns in accordance with their terms in all possible circumstances and situations, to the same extent as that which existed prior to the filing of the Bankruptcy Case. The undersigned do not dispute, challenge or contest the legal or factual basis for the prior sentence.

2. ***No Expansion of Rights.*** The Protected License rights and obligations shall not be expanded from that which existed prior to the filing of the Bankruptcy Case. Nothing herein shall expand or change the scope of any Protected License or to allow any transfer of any right or interest under any Protected License beyond what is permitted by such Protected License.

3. ***No Adverse Effect of Bankruptcy or "Ride Through."*** Without limiting the generality of Paragraph 1 above, the Protected Licenses shall remain valid and enforceable in accordance with their express terms, regardless of any developments in the Bankruptcy Case, TPL's reorganization or its exit from chapter 11, whether or not such developments or events are foreseeable or within any party's control, as if the MMP Licensees were beneficiaries of the Protected Licenses as direct licenses from the undersigned on the same terms thereof, but without imposing any affirmative obligations on the undersigned, except the obligation not to disturb the quiet enjoyment of the Protected Licenses by the MMP Licensees. For the avoidance of doubt, if any commercialization agreement, license or other agreement between the undersigned and TPL relating to the Protected Licenses (the "Related Licenses") are, or at any time become, in default (whether or not such default is noticed or stayed), terminated, or rejected under 11 U.S.C. § 365 or otherwise, such default, termination or rejection shall not terminate, prejudice, impair or otherwise affect the Protected License(s).

4. ***Authority to Execute.*** The undersigned are the owners of and/or licensor of patents and/or other intellectual property in the MMP Portfolio, referenced in filings in the Bankruptcy Case, and some or all of which intellectual property is also licensed to MMP Licensees in accordance with the Protected Licenses. The undersigned has been duly authorized to execute this Agreement as a valid, binding and enforceable Agreement, on which the MMP Licensees may fully rely.

5. ***Entire Agreement and Binding Effect.*** This Agreement is unconditional and irrevocable and contains the entire agreement of the parties with respect to the subject matter contained herein. This Agreement shall bind the undersigned and its successors and assigns, and shall estop, enjoin, and bar the undersigned and their successors and assigns from (i) making any claim that the rights, interests or defenses existing under the Protected Licenses have been or may be in the future modified, adversely affected or terminated as a result of any noncompliance or any bankruptcy-related event, act, omission or alleged default (whether or not such default is noticed or stayed) by TPL under any of the Related Licenses occurring on or before the Effective Date of any confirmed plan of reorganization or arising from any term of such plan; (ii) suing to invalidate the Protected Licenses or taking action to disrupt or challenge the enforceability of the Protected Licenses based on TPL's bankruptcy or reorganization and (iii) arguing that any MMP Licensee is not a licensee in the ordinary course of business, as such term is used in Section 9-321 of the Uniform Commercial Code, or that any grant of rights to such party is subject to the undersigned's security interest, if any.

[signatures on following page]

PHOENIX DIGITAL SOLUTIONS LLC

By: _____
Carlton M. Johnson, Manager

By: _____
Daniel E. Leckrone, Manager

TECHNOLOGY PROPERTIES LIMITED LLC

By: _____
Daniel E. Leckrone, Manager

PATRIOT SCIENTIFIC CORPORATION

By: _____
Carlton M. Johnson, Director

CHARLES H. MOORE

By: C H Moore
Charles H. Moore

EXHIBIT A - MMP LICENSEES

MMP Licensees

Abbott Laboratories
ADC Telecommunications, Inc.
Advanced Medical Optics, Inc.
AGCO Corporation
Agilent Technologies, Inc.
Alcon, Inc.
Alpine Electronics, Inc.
Apple Inc.
Arcelik AS
Ascom Holding AG
ASUSTeK Computer, Inc.
Audiovox Corporation
Blue Coat Systems, Inc.
Brocade Communications Systems, Inc.
Bull
Cardiac Science Corporation
Casio Computer Co., Ltd.
Caterpillar Inc.
Citizen Holdings Co., Ltd.
Cummins Inc.
Cymer, Inc.
Daewoo Electronics Corporation
Datalogic IP Tech S.R.L.
Deere & Company
Denso Wave Incorporated
DMP Electronics Inc.
Dresser, Inc.
Emerson Radio Corporation
Extreme Networks, Inc.
F. Hoffmann-La Roche Ltd., Roche Holding Ltd.
Force 10 Networks, Inc.
Ford Motor Company
Fujitsu Limited, Fujitsu Ten Limited, Fujitsu General Limited
Funai Electric Co., Ltd.
General Dynamics Corporation
General Electric Company
Gerber Scientific Inc.
GreenArrays Inc.
GTECH Corporation, Lottomatica S.p.A.
Harman International Industries, Incorporated
Hewlett-Packard Company
Hoya Corporation
HUMAX Co. Ltd
Hyundai Mobis Co., Ltd.
Intel Corporation
IXIA
JVC, JVC Americas Corporation, Victor Company of Japan, Limited
JVC KENWOOD Corporation
Koninklijke Philips Electronics N.V.
Kyocera Corporation
Lego A/S
Leica Camera AG
Lexmark International, Inc.
Lite-On IT Corporation

EXHIBIT A - MMP LICENSEES

MMP Licensees

Mattel, Inc.
MEI Systems, Matsushita Electric Industrial Co., Ltd., Panasonic Corporation of North America
Melco Holdings Inc.
Motorola Mobility Holdings, Inc., Motorola Mobility, Inc.
Motorola, Inc.
NEC Corporation
NEC Electronics Corporation
Nikon Corporation
Nokia Corporation
Olympus Corporation
Onkyo Corporation
Optoma Technology, Inc., Coretronic Corporation
Oracle Corporation
Pantech Co., Ltd.
Pentair, Inc.
Psion Teklogix Inc.
Research In Motion Ltd.
Respironics, Inc. - Philips
Robert Bosch GMBH
Rockwell Automation, Inc.
Roland Corporation
Rolls-Royce PLC
Roper Industries, Inc.
Samsung Electronics Co., Ltd.
SanDisk Corporation
SANYO Electric Co., Ltd.
Schneider Electric Industries SAS, Eaton Corporation, Schneider Electric SA
Seiko Epson Corporation
Sharp Corporation
Sierra Wireless, Inc.
Silicon Graphics International Corp.
Sirius XM Radio Inc.
Smith & Nephew, Inc.
Sony Corporation
Stryker Corporation
TEAC Corporation
Textron Inc.
The DIRECTV Group, Inc.
The Walt Disney Company
Tokyo Electron Limited
Toshiba Corporation
TPV Technology Limited
Tyco Electronics Corporation, TE Connectivity, Ltd.
Tyco International Management Company, LLC
Unisys Corporation
United Technologies Corporation
Varian Medical Systems, Inc.
Verigy (Singapore) Pte., Ltd., Verigy Ltd.
VTech Holdings Limited
WMS Gaming, Inc., WMS Industries, Inc.

G. LARRY ENGEL (BAR NO. 53484)
KRISTIN A. HIENSCH (BAR NO. 275676)
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522
E-mail: LEngel@mofo.com
E-mail: KHiensch@mofo.com

Attorneys for Party-in-Interest
APPLE INC.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re TECHNOLOGY PROPERTIES LIMITED, LLC, Debtor.	Case No. 13-51589 SLJ Chapter 11 **CERTIFICATE OF SERVICE** [No Hearing Required]

I, Laura Guido, declare:

I am and was at the time of the service mentioned herein, employed by Morrison & Foerster LLP. I am over the age of 18 years and not a party to this cause.

My business address is:

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019.

On September 25, 2014, I served a copy of the following:

1. APPLE INC.'S RESERVATION OF RIGHTS AND LIMITED OBJECTION TO DISCLOSURE STATEMENT FOR MOORE MONETIZATION PLAN OF REORGANIZATION,

on all interested parties in this action addressed as follows:

BY ELECTRONIC SERVICE [Fed. Rule Civ. Proc. rule 5(b)] by electronically mailing a true and correct copy through Morrison & Foerster LLP's electronic mail system to the e-mail address(es) set forth below, or as stated on the attached service list per agreement in accordance with Federal Rules of Civil Procedure rule 5(b).

SEE ATTACHED LIST

BY U.S. MAIL [Fed. Rule Civ. Proc. rule 5(b)] by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as follows, for collection and mailing at Morrison & Foerster LLP, 425 Market Street, San Francisco, California 94105-2482 in accordance with Morrison & Foerster LLP's ordinary business practices. I am readily familiar with Morrison & Foerster LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service, and know that in the ordinary course of Morrison & Foerster LLP's business practice the document(s) described above will be deposited with the United States Postal Service on the same date that it (they) is (are) placed at Morrison & Foerster LLP with postage thereon fully prepaid for collection and mailing.

SEE ATTACHED LIST

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in New York on September 25, 2014.

/s/ Laura Guido
Laura Guido

Service by Electronic Mail

- Heinz Binder heinz@bindermalter.com
- Peter C. Califano pcalifano@cwclaw.com
- Gregory J. Charles greg@gregcharleslaw.com
- Robert L. Eisenbach reisenbach@cooley.com
- Javed I. Ellahie Ellfarnotice@gmail.com
- Robert A. Franklin Franklin.Robert@Dorsey.com, bobf_94303@yahoo.com
- Robert A. Franklin Franklin.Robert@Dorsey.com, bobf_94303@yahoo.com
- Ellen A. Friedman efriedman@friedmanspring.com
- Robert G. Harris rob@bindermalter.com
- Christopher H. Hart chart@schnader.com, CAlas@Schnader.com
- Thomas T. Hwang Hwang.Thomas@Dorsey.com
- Thomas T. Hwang Hwang.Thomas@Dorsey.com
- Joel A. Kane joel.kane@sedgwicklaw.com, mark.mitobe@sedgwicklaw.com
- Gary M. Kaplan gkaplan@fbm.com, calendar@fbm.com
- Gregg S. Kleiner gkleiner@mckennalong.com, wowen@mckennalong.com
- William Thomas Lewis wtl@roblewlaw.com, kimwrenn@msn.com
- C. Luckey McDowell luckey.mcdowell@bakerbotts.com
- Randy Michelson randy.michelson@michelsonlawgroup.com
- John Walshe Murray Murray.John@Dorsey.com, johnwalshemurray@hotmail.com
- Office of the U.S. Trustee / SJ USTPRegion17.SJ.ECF@usdoj.gov, ltroxas@hotmail.com
- Ryan Penhallegon ryan@bindermalter.com
- Kenneth H. Prochnow kprochnow@chilesprolaw.com, terisa@chilesprolaw.com
- David B. Rao David@bindermalter.com
- David B. Rao David@bindermalter.com
- Roya Shakoori roya@bindermalter.com
- Wendy W. Smith Wendy@bindermalter.com
- Lillian G. Stenfeldt lillian.stenfeldt@sdma.com
- Jon Swenson jon.swenson@bakerbotts.com, luckey.mcdowell@bakerbotts.com
- John S. Wesolowski john.wesolowski@usdoj.gov

Service by First Class Mail

Adleson, Hess And Kelley, APC
577 Salmar Avenue, 2nd Floor
Campbell, CA 95008

Brett Bissett
K and L Gates LLP
10100 Santa Monica Blvd. 7th Fl
Los Angeles, CA 90067

Jeffrey R. Bragalone
Bragalone Conroy PC
2200 Ross Ave. #4500W
Chase Tower
Dallas, TX 75201

Brian E. Farnan
Farnan LLP
919 N Market St. 12th Fl
Wilmington, DE 19801

Larry E. Henneman
Henneman & Associates, PLC
70 N Main St.
Three Rivers, MI 49093

Sallie Kim
GCA Law Partners, LLP
2570 W. El Camino Real, Suite 510
Mountain View, CA 94043

Stevens Love
P.O. Box 3427
Longview, TX 75606-3427

Jim Otteson
Agility IP Law
149 Commonwealth Drive, Suite 1033
Menlo Park, CA 94025

Ropers Majeski Kohn & Bentley
50 West San Fernando Street
Suite 1400
San Jose, CA 95113-2429

Anthony G. Simon
The Simon Law Firm, P.C.
800 Market St., Suite 1700
St. Louis, MO 63101

Anthony G. Simon
Simon Law Firm, P.C.
800 Market Street, Suite 1700
St. Louis, MI 63101

TR Capital Management, LLC
PO Box 633
Woodmere, NY 11598