EXHIBIT 3

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From: David Hadden
Sent: Tuesday, August 20, 2019 3:17 PM
To: Michael Sherman <masherman@stubbsalderton.com>
Cc: David Hadden <DHadden@fenwick.com>
Subject: RE: In re PersonalWeb Technologies, LLC, et al. Patent Litigation,

Michael,
The simple answer is that HTTP cache control headers and Etags have nothing do with determining "compliance with a valid license" generally or as used by Twitch. Nor do your infringement contentions identify any such determination of "license compliance" based on Etags. To the extend you are suggesting that you plan to "re-construe" the Court's claim construction to eliminate the required "license compliance" determination, that is of course, improper. What you have suggested below is not a good faith basis to proceed against Twitch on any of the asserted patent claims. Per my prior letter we will seek all appropriate sanctions.
Take care
Dave

From: Michael Sherman [mailto:masherman@stubbsalderton.com]
Sent: Tuesday, August 20, 2019 2:52 PM
To: David Hadden <DHadden@fenwick.com>
Subject: RE: In re PersonalWeb Technologies, LLC, et al. Patent Litigation,

Dave

Thanks for your response back. A few reactions:

From early in this case, you have advocated that you would seek the same constructions as Judge Gilstrap had ordered. In his March 10, 2016 Order in the IBM case, Judge Gilstrap did construe "licensed" as "valid rights to content," and "unlicensed" as "invalid rights to content." I am unaware of any other judicial construction of that term, applicable in any respect to our present dispute.

Today, I am sure we would both agree that Judge Freeman's claim construction order equates license with authorization, *i.e.,* "the single concept of regulating access to licensed content." Order, p. 7. Lest there be any doubt about it, the Court adopts your construction, finding that the claim term "unauthorized or unlicensed" is to be construed as "not compliant with a valid license." Stated differently, "authorization" was not removed from the claim specifications; it was just construed to functionally equate to license.

Our operative Twitch infringement contentions explain how "authorized for the purposes of the request" are met with, e.g., HTTP 200 messages, content based ETag values, max-age values, HTTP 304 messages and HTTP conditional GET requests (that phrase, and one like it, appears repeatedly) and the essence of something that is "authorized for the purpose of the request" is a determination whether there are valid rights to content.

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While I appreciate the points you make, could you please explain how/why any of what I just wrote cannot be maintained by PersonalWeb and myself, in good faith and with a factual basis?

As for CloudFront, in light of the Court's claim construction order and as learned during discovery, as far as PersonalWeb knows, CloudFront did not control the parameters that determine whether a browser had valid rights to content. Twitch is not in the same position.

Please get back to me on the proposed stipulation.

Regards
Michael

From: David Hadden <DHadden@fenwick.com>
Sent: Tuesday, August 20, 2019 10:09 AM
To: Ana Escamilla <aescamilla@stubbsalderton.com>
Cc: Michael Sherman <masherman@stubbsalderton.com>; David Hadden <DHadden@fenwick.com>
Subject: RE: In re PersonalWeb Technologies, LLC, et al. Patent Litigation,

Michael,
While we consider your proposed stipulated judgment, given that your operative infringement contentions against Twitch are nearly identical to those against Amazon and do not refer to any license or license validation, what is your Rule 11 basis for continuing with the remaining three patents against Twitch?
Dave

From: Ana Escamilla [mailto:aescamilla@stubbsalderton.com]
Sent: Monday, August 19, 2019 6:25 PM
To: David Hadden <DHadden@fenwick.com>
Cc: Michael Sherman <masherman@stubbsalderton.com>
Subject: In re PersonalWeb Technologies, LLC, et al. Patent Litigation,

Dear Mr. Hadden,

Please see the attached letter regarding the above-referenced matter.
Thank you.

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