

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

<b>VERSATA SOFTWARE, INC., f/k/a</b>	§	
<b>TRILOGY SOFTWARE, INC.; and</b>	§	
<b>VERSATA DEVELOPMENT GROUP,</b>	§	
<b>INC., f/k/a TRILOGY DEVELOPMENT</b>	§	
<b>GROUP, INC.</b>	§	<b>CIVIL ACTION NO. 2:08-cv-313</b>
	§	
<b>Plaintiffs,</b>	§	
	§	
<b>v.</b>	§	
	§	
<b>INTERNET BRANDS, INC. f/k/a</b>	§	
<b>CARSDIRECT.COM, INC.,</b>	§	
<b>AUTODATA SOLUTIONS COMPANY,</b>	§	
<b>and AUTODATA SOLUTIONS, INC.</b>	§	
	§	
<b>Defendants.</b>	§	

**PLAINTIFFS’ NOTICE OF CROSS-APPEAL**

Notice is hereby given that Plaintiffs Versata Software, Inc., f/k/a Trilogy Software, Inc. and Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc. (collectively “Versata”), hereby cross-appeal to the United States Court of Appeals for the Federal Circuit from the Court’s Amended Final Judgment (Dkt. 373), entered on October 9, 2012, and from any and all orders, objections, opinions, and findings adverse to Versata underlying the same, including but not limited to the following:

1. Memorandum and Order of January 4, 2012 ruling on the claim construction of the patents-in-suit (Dkt. 175).
2. Memorandum and Order of February 2, 2012 denying Versata’s Motion for Partial Summary Judgment (Dkt. 185).
3. Memorandum and Order of June 1, 2012 granting Defendants’ Motion for Partial Summary Judgment with respect to the claims of breach of contract and tortious

interference with contract based on reverse engineering and denying Versata's Motion for Partial Summary Judgment as to the counterclaims of breach of contract, misappropriation of trade secrets, and tortious interference with contractual relationships (Dkt. 268).

4. Memorandum and Order of June 6, 2012 denying Plaintiffs' Motion to Exclude Portions of the Expert Opinion of Stuart Stubblebine, denying in part Plaintiffs' Motion to Exclude the Expert Opinion of Alan Ratliff Regarding Damages, and denying in part Versata's Motion to Strike Portions of the Expert Opinions of Stuart Stubblebine and Alan Ratliff (Dkt. 271).
5. The Court's June 9, 2012 Order excluding Plaintiffs' exhibit PX 11.
6. The Court's June 4, 2012 and June 10, 2012 rulings regarding the admissibility of trial exhibits.
7. The Court's June 12, 2012 ruling from the bench overruling Plaintiffs' objections to the prejudicial portions of the deposition testimony of Charles Sullivan and allowing those portions of the deposition testimony to be presented to the jury.
8. The Court's June 12, 2012 ruling from the bench dismissing Versata's statute of limitations defense.
9. The Court's June 13, 2012 ruling from the bench excluding Versata's exhibit PX310, the fact and the manner of the Court's June 15, 2012 instructions to the jury regarding exhibit PX310, and the Memorandum and Order of July 5, 2012 excluding Versata's exhibit PX310 (Dkt. 330).
10. The Court's June 14 and 15, 2012 ruling from the bench overruling Versata's objection to the admission of the Autoquote Pro Software into evidence.

11. The Court's June 14, 2012 ruling from the bench allowing Defendants' expert Alan Ratliff to testify at trial.
12. The Court's June 15, 2012 ruling from the bench overruling Versata's objection to the inclusion of an instruction to the jury that it may award nominal damage and the nominal damages portion of the special verdict form, and the Memorandum and Order of July 30, 2012 (Dkt. 341) confirming the prior ruling that the inclusion of nominal damages in the jury instructions and verdict form was proper.
13. The Court's June 15, 2012 ruling from the bench overruling Versata's objection to the inclusion of an anticipation instruction and a prior publication instruction to the jury.
14. The Court's June 15, 2012 ruling from the bench overruling Versata's objection to the inclusion of an "on sale" instruction to the jury.
15. The Court's June 15, 2012 ruling from the bench denying Versata's request for a supplemental jury instruction that: "To recover damages, Autodata must show that its injury was caused by Versata's actions and that its injury can be calculated."
16. Memorandum Opinion and Order of October 9, 2012 denying the Plaintiffs' Motion to Alter or Amend Final Judgment Under Rule 59(e), Motion for Judgment as a Matter of Law on Invalidity and Infringement, Motion for Judgment as a Matter of Law, or in the Alternative, New Trial on Autodata's Breach of Contract Claim Due to Lack of Injury, Versata's Renewed Motion for Judgment as a Matter of Law Under Rule 50 or, in the Alternative, for New Trial Under Rule 59 or Remittitur on Damages, and Motion for Judgment as a Matter

of Law on Liability for Trade Secrets and Breach of the Master Services Agreement (Dkt. 371).

Payment of the required fee of \$455, representing the \$450 fee for docketing a case on appeal specified in 28 U.S.C. § 1913, and the \$5 fee for filing a notice of appeal specified in 28 U.S.C. § 1917, is provided with this Notice of Cross-Appeal.

DATED: November 8, 2012.

Respectfully submitted,

**McKOOL SMITH P.C.**

By:     /s/ Sam Baxter    

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**ATTORNEYS FOR VERSATA  
VERSATA SOFTWARE, INC. AND  
VERSATA DEVELOPMENT GROUP,  
INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document has been served on all counsel of record via the Court's ECF system on November 8, 2012.

/s/ Leah Buratti  
Leah Buratti