

EXHIBIT K

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February 15, 2006

VIA FACSIMILE

Caroline C. Plater, Esq.
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333 West Wacker Drive
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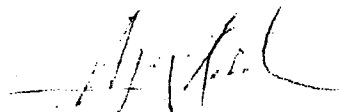
Robert N. Phillips, Esq.
Howrey Simon Arnold & White, LLP
525 Market Street, Suite 3600
San Francisco, CA 94105-2708

Re: ***Google Inc. v. American Blind & Wallpaper Factory, Inc.***

Dear Counsel:

Please find attached Google's notice for a Rule 30(b)(6) deposition of American Blind and Wallpaper Factory, Inc. We have noticed the deposition for March 15, 2006. We are willing, however, to try to find a mutually agreeable date. Please feel free to contact me with any questions you might have.

Sincerely,



Ajay S. Krishnan

ASK/rwt

Enclosure

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6 Attorneys for Plaintiff and Counterdefendant
GOOGLE INC. and
7 Third-Party Defendants ASK JEEVES, INC.
and EARTHLINK, INC.

8 UNITED STATES DISTRICT COURT
9
10 NORTHERN DISTRICT OF CALIFORNIA

11 GOOGLE INC., a Delaware corporation,
12
13 Plaintiff,

14 v.

15 AMERICAN BLIND & WALLPAPER
FACTORY, INC., a Delaware corporation
d/b/a decoratetoday.com, Inc. and DOES 1-
16 100, inclusive,
17 Defendants.

18 AMERICAN BLIND & WALLPAPER
FACTORY, INC., a Delaware corporation
19 d/b/a decoratetoday.com, Inc.,

20 Counter Plaintiff,

21 v.

22 GOOGLE INC., AMERICA ONLINE, INC.,
NETSCAPE COMMUNICATIONS
23 CORPORATION, COMPUSERVE
INTERACTIVE SERVICES, INC., ASK
24 JEEVES, INC., and EARTHLINK, INC.,

25 Counter Defendants/
26 Third-Party Defendants.

Case No. C 03-5340-JF (EAI)

**NOTICE OF 30(b)(6) DEPOSITION OF
AMERICAN BLIND AND WALLPAPER
FACTORY, INC.**

1 PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil
2 Procedure, Google Inc. ("Google"), will take the deposition upon oral examination of a
3 representative of Defendant/Counter-Plaintiff American Blind and Wallpaper Factory, Inc.
4 ("American Blind"). The topics to be covered are listed in Schedule A attached hereto.

5 The deposition shall take place at the offices of Pepper Hamilton, LLP, 100 Renaissance
6 Center # 3600, Detroit, MI 48243, beginning on March 15, 2006, at 9:30 a.m., and shall continue
7 from day-to-day until completed. The testimony shall be recorded by stenographic and sound
8 and visual (videotaping) means.

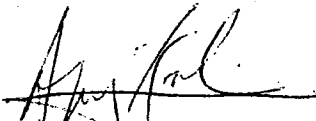
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10 DATED: February 15, 2006

KEKER & VAN NEST, LLP

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By: 
AJAY S. KRISHNAN
Attorney for Plaintiff and Counter-Defendant
GOOGLE INC. and Third-Party Defendants
ASK JEEVES, INC. and EARTHLINK, INC.

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SCHEDULE A

As used herein, "the AMERICAN BLIND MARKS" shall refer to any and/or all trademarks alleged to be infringed or diluted by Counter-Defendants and/or Third Party Defendants.

Topics to be covered are:

1. American Blind's acquisition, selection, ownership, adoption, clearance, and use of each of the AMERICAN BLIND MARKS;
2. The validity of each of the AMERICAN BLIND MARKS and registrations;
3. Any trademark searches which were conducted by or for American Blind in connection with each of the AMERICAN BLIND MARKS;
4. American Blind's first use of each of the AMERICAN BLIND MARKS;
5. Every name that American Blind has used to identify its website;
6. For each instance in which American Blind has changed the name of its website, its reasons for so doing;
7. American Blind's products and services offered in connection with each of the AMERICAN BLIND MARKS;
8. Market research, consumer surveys, or consumer studies relating to each of the AMERICAN BLIND MARKS or products and services sold in connection with each of the AMERICAN BLIND MARKS;
9. American Blind's volume of sales, in units and dollar amounts, or products and services sold in connection with each of the AMERICAN BLIND MARKS;
10. American Blind's advertising and promotional activities and expenditures in connection with products and services sold under each of the AMERICAN BLIND MARKS;
11. American Blind's methodology for bidding on keywords in Google's Adwords advertising program;
12. American Blind's methodology for determining the value of a click-through¹ for

¹ A "click-through" refers to a single instance of a Google web search user clicking on the internet link located in a sponsored advertisement triggered by the user's web search

1 an American Blind advertisement in Google's Adwords advertising program;

2 13. Licensing of the AMERICAN BLIND MARKS;

3 14. Third party use of each of the AMERICAN BLIND MARKS in connection with
4 goods and services of the type sold by American Blind;

5 15. Channels of trade for American Blind's goods and services sold in connection
6 with the AMERICAN BLIND MARKS;

7 16. Purchasers of American Blind's goods and services sold in connection with the
8 AMERICAN BLIND MARKS;

9 17. The strength, consumer recognition and fame of each of the AMERICAN BLIND
10 MARKS;

11 18. Any alleged confusion or dilution of each of the AMERICAN BLIND MARKS
12 caused by Google's actions;

13 19. The injuries and damages allegedly suffered by American Blind as a result of
14 Google's actions;

15 20. The average number of visitors to American Blind's website(s) per day, month,
16 and year;

17 21. The average number of visitors to American Blind's website(s) per day, month,
18 and year, who purchase products and services through the website(s).

19 22. American Blind's net profit for each product or service purchased through
20 American Blind's website(s);

21 23. American Blind's Affiliate Program.

22 24. American Blind's relationship or business dealings with any person or entity that
23 purchased a keyword that consists in whole or in part of AMERICAN BLIND MARKS in
24 Google's Adwords advertising program;

25 25. American Blind's relationship or business dealings with any person or entity that
26 American Blind allows to use the AMERICAN BLIND MARKS in the text or title of Sponsored
27 Links appearing on Google.

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PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Kecker & Van Nest, LLP, 710 Sansome Street, San Francisco, California 94111. On February 15, 2006, I served the following document:

Notice of 30(b)(6) Deposition of American Blind and Wallpaper Factory, Inc.

by FACSIMILE TRANSMISSION (IKON), by placing a true and correct copy with IKON Office Solutions, the firm's in-house facsimile transmission center provider, for transmission on this date. The transmission was reported as complete and without error.

Robert N. Phillips, Esq.
Howrey Simon Arnold & White, LLP
525 Market Street, Suite 3600
San Francisco, CA 94105-2708
Facsimile: 415/848-4999

Caroline C. Plater, Esq.
David A. Rammelt, Esq.
Kelley Drye & Warren LLP
333 West Wacker Drive
Chicago, IL 60606
Facsimile: 312/857-7095

Executed on February 15, 2006, at San Francisco, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Robert W. Thomas