IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

XEROX CORPORATION,	)	
	)	
Plaintiff,	)	
	)	C.A. No. 10-136-LPS
v.	)	
	)	**JURY TRIAL DEMANDED**
GOOGLE INC., and YAHOO! INC.,	)	
	)	
Defendants.	)	

DEFENDANTS' AMENDED NOTICE OF DEPOSITION OF PLAINTIFF XEROX CORPORATION PURSUANT TO FED. R. CIV. PROC. 30(b)(6)

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), Defendants Google Inc. and Yahoo! Inc., by and through their attorneys, will take the oral deposition of Xerox Corporation ("Xerox") at 9:00 a.m. on July 21, 2011 at the offices of Davis Polk, 450 Lexington Avenue, New York, NY 10017. The deposition will take place before an officer duly authorized by law to administer oaths and recorded testimony. The testimony will be recorded by stenographic means and will be videotaped. The deposition will continue from day to day until completed or adjourned. Xerox has identified and designated Michael Butler to testify on Xerox's behalf about each numbered category in the attached Exhibit A.

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Dated: July 18, 2011
1020579 / 35374

SCHEDULE A

DEFINITIONS

As used in this notice of deposition, the following terms have the meaning indicated:

A. “Google” means Google Inc., including its present and former corporate parents, predecessors in interest, successors in interest, shareholders, divisions, departments, subsidiaries, branches, affiliates, and its present and former officers, directors, executives, employees, partners, agents, principals, attorneys, trustees, representatives, and other persons acting or purporting to act on its behalf.

B. “Yahoo!” means Yahoo! Inc., including its present and former corporate parents, predecessors in interest, successors in interest, shareholders, divisions, departments, subsidiaries (including without limitation defendant Right Media), branches, affiliates, and its present and former officers, directors, executives, employees, partners, agents, principals, attorneys, trustees, representatives, and other persons acting or purporting to act on its behalf.

C. “Defendants” means Google and Yahoo!.

D. “Plaintiff,” or “Xerox,” shall mean plaintiff Xerox Corporation, and its agents, officers, employees, representatives and attorneys, and any and all of its predecessor or successor companies, corporations or business entities.

E. The "Patent-in-Suit” shall mean U.S. Patent No. 6,778,979.

F. The term “Related Patents/Applications” shall mean (1) any United States or foreign patent or patent application related to the Patent-in-Suit by way of subject matter or claimed priority date, (2) all parent, grandparent or earlier, divisional, continuation, continuation-in-part, provisional, reissue, reexamination, and foreign counterpart patents and applications of thereof,

and/or (3) any patent or patent application filed by one of more of the same applicant(s) (or his or her assignees) that refers to any of (1) or (2) herein.

G. The term "Document" is used in its broadest sense to include everything that is contemplated by Rules 26 and 34 of the Federal Rules of Civil Procedure, including without limitation any written, recorded or tangible graphic matter, or any other means of preserving data, expression, facts, opinions, thought, images, or other information of any kind, including without limitation all non-identical copies, drafts, out takes, subsequent versions, worksheets and proofs, however created or recorded, including without limitation audio tapes, annotations, calendars, correspondence, data or information of any kind recorded on compact disks, digital video diskettes, or any other type or form of diskettes for use with computers or other electronic devices, or any hard drive, diary entries, electronic recordings of any kind, e-mail, memoranda, notes, photographs, reports, telephone slips and logs, video cartridges and videotapes, and sites, databases, or other means of information storage or retrieval on the Internet or the World Wide Web. The term "Document" also includes, but is not limited to, documents stored in electronic form, such as electronic mail, computer source code, object code and microcode, and documents stored on any media accessible by electronic means. A comment or notation appearing on any Document that is not part of the original text is to be considered a separate "Document."

H. "Thing" means any tangible object other than a Document.

I. "Person" or "Entity" includes not only natural Persons, but also, without limitation, firms, partnerships, associations, corporations, and other legal entities, and divisions, departments, or other units thereof.

J. “Infringement” refers to any form of infringement actionable under United States law, including without limitation, direct infringement, contributory infringement, inducement to infringe, literal infringement, and infringement under the doctrine of equivalents.

K. “Accused Product,” “accused Google product,” and/or "accused Yahoo! product" means any Google or Yahoo! product or service identified by Xerox in its Complaint or in response to Defendants’ interrogatories as infringing the patent-in-suit.

L. “Asserted Claim” and/or “Asserted Claims” means each claim of the patent-in-suit alleged or believed to be infringed, as identified by Plaintiff in its responses to Google's Interrogatory No. 2 and Yahoo’s Interrogatory No. 1.

M. “Relates to,” “Relating to” and “Related to” mean describing, discussing, evidencing, concerning, reflecting, comprising, illustrating, containing, embodying, constituting, analyzing, stating, identifying, referring to, commenting on, connected with, substantiating, establishing, memorializing, proving, disproving, contradicting, mentioning, regarding, reflecting, dealing with, in any way pertaining to, or supporting, directly or indirectly.

N. “Communication” means any occurrence whereby data, expression, facts, opinions, thought or other information of any kind is transmitted in any form, including without limitation any conversation, correspondence, discussion, e-mail, fax, meeting, memorandum, message, note, or posting or other display on the Internet or the World Wide Web.

O. “Inventor” and/or “Inventors” refers to any and/or all named inventors of patent-in-suit, including Gregory T. Grefenstette and James G. Shanahan.

Areas of Examination Pursuant to Rule 30(b)(6)

In accordance with Rule 30(b)(6), Xerox is required to designate one or more of its officers, directors, managing agents, or other persons to testify on its behalf with respect to matters known or reasonably available to Xerox regarding the subjects described below:

1. All facts and circumstances regarding any search, analysis, investigation or opinion regarding the Patent-in-Suit and any Related Patents/Applications, including without limitation any search, analysis, investigation or opinion regarding patentability, unpatentability, enforceability, unenforceability, validity, invalidity, infringement, non-infringement, meaning, interpretation, construction or scope of the Patent-in-Suit or Related Patents/Applications.
2. All facts and circumstances regarding any prior art investigation regarding the Patent-in-Suit and any Related Patents/Applications, other than such investigation conducted in connection with the preparation and prosecution of the Patent-in-Suit and any Related Applications in the United States Patent and Trademark Office or any foreign patent office.
3. All facts and circumstances regarding any challenges, whether formal or informal, to the validity or enforceability of the Patent-in-Suit and/or Related Patents/Applications.
4. Reaction by the industry and the public regarding the alleged invention(s) described in the Patent-in-Suit, if any.
5. All facts and circumstances related to Xerox's allegation, if any, that either Defendant copied the alleged invention(s).

6. All facts and circumstances related to Xerox's assertion, if any, that the Patent-in-Suit and/or any Asserted Claims enjoyed commercial success.
7. All facts and circumstances related to whether the Patent-in-Suit and/or any Asserted Claims solved a long-felt, but unresolved need.
8. Any failure of others to determine a solution to any long-felt need but unresolved need solved by the Patent-in-Suit and/or any Asserted Claims ..
9. All facts and circumstances related to whether the prior art teaches away from any solution in the Patent-in-Suit and/or any Asserted Claims.
10. Any skepticism expressed as to any solution in the Patent-in-Suit and/or any Asserted Claims to any long-felt need but unresolved need.
11. All facts and circumstances related to whether the Patent-in-Suit and/or any Asserted Claims thereof achieved any award or acclaim.
12. Yutaka Yamauchi's role in the DocSouls program, including any role he had in the invention of the Patent-in-Suit and/or Asserted Claims, including without limitation work he performed on latent semantic indexing, vector space models, or other methods of categorizing document content.
13. Xerox's attempts to design, create, distribute or market any software that generated search queries from document content or formulated search queries to restrict a search at an information retrieval system to a specific category of documents within that system, including any attempts to generate capital (internally or externally) for that purpose. This topic includes, but is not limited to Xerox's DocSouls program.
14. Xerox's attempts to license or sell the Patent-in-Suit and/or DocSouls technology, including but not limited to:

a. Xerox's relationship with Elsevier Science regarding the Patent-in-Suit and/or DocSouls;

b. Xerox's relationship with "DocSouls NewCo," as referenced in XRX00400808, regarding the Patent-in-Suit and/or DocSouls;

c. Xerox's relationship with Inxight Software regarding the Patent-in-Suit and/or DocSouls;

d. The identity of every entity that has taken a license to the Patent-in-Suit and the date of such license; and

e. The identity of every entity that Xerox has offered to license or sell the Patent-in-Suit and all facts and circumstances as to why any such entities did not license or purchase the Patent-in-Suit.

15. Xerox's relationship with IPValue Management, Inc. (“IPValue”) as it relates to the Patent-in-Suit or the DocSouls program, including but not limited to:

a. The terms of any related agreements between Xerox and IPValue;

b. The nature of the work IPValue performed on Xerox’s behalf;

c. All information or instructions Xerox provided to IPValue in connection with IPValue’s work relating to the Patent-in-Suit and/or DocSouls program; and

d. Any and all recommendations, analysis or advice, IPValue provided to Xerox relating to the Patent-in-Suit and/or DocSouls program, including as it relates to validity, infringement, or any other issue related to this litigation.

16. Xerox's internal evaluations and assessments of the Patent-in-Suit and/or any Asserted Claims, including but not limited to:

a. All facts and circumstances relating to Xerox's evaluation and assessment of the Invention Proposal Form(s) for the Patent-in-Suit, any Asserted Claims, and/or the alleged invention(s) disclosed therein;

b. All facts and circumstances relating to the Technology Assessment Program's (TAP) evaluation and assessment of the Patent-in-Suit, any Asserted Claims, and/or the alleged invention(s) disclosed therein;

c. All facts and circumstances relating to the Patent Management Committee's evaluation and assessment of the Patent-in-Suit, any Asserted Claims, and/or the alleged invention(s) disclosed therein; and

d. All facts and circumstances relating to any evaluation or assessment of the Patent-in-Suit, any Asserted Claims, and/or the alleged invention(s) disclosed therein by COMIP.

17. The reasons why no Xerox business group was interested or able to maintain and support DocSouls.

18. Products or services offered by any person other than Google or Yahoo!, whether or not currently offered or available, that Xerox contends are or were covered by any claim of the Patent-in-Suit.

19. The first public use, exhibition, sale, or offer for sale of any product embodying any alleged invention claimed in the Patent-in-Suit.

20. All facts and circumstances relating to how and when Xerox and/or the inventors first became aware of each Accused Product; any and all analyses, examinations or investigations of each such product conducted by or for Xerox and/or the inventors; and

an identification of documents (by Bates number) and persons with information relating to such analysis, examination or evaluation.

21. Xerox and/or the inventors' investigation or analysis of any Google or Yahoo! product or service as to whether said product or service infringes the Patent-in-Suit prior to the filing of the Complaint in this action.
22. All facts and circumstances relating to Xerox's decision to file this lawsuit.
23. All facts and circumstances relating to Xerox's knowledge, prior to filing this lawsuit, of any prior art to the Patent-in-Suit, including without limitation the identity of such prior art, the date on which it first became known to Xerox, the circumstances under which Xerox acquired this knowledge, the identity of all persons known to Xerox to have knowledge of the prior art, and all documents relating to such prior art.
24. Any communications between Xerox and any third party regarding the Patent-in-Suit.
25. The procedures followed, steps taken, and persons involved in collecting and producing documents in response to either Defendant's document requests served on Xerox.
26. Xerox's document retention policies, including without limitation any policies regarding the retention of e-mails and any modification of Xerox’s document retention or e-mail retention policies in connection with this litigation.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I, Richard L. Horwitz, hereby certify that on July 18, 2011, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading.

I hereby certify that on July 18, 2011, the attached document was electronically mailed to the following person(s)

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