

**EXHIBIT 74**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

J.T. COLBY & COMPANY, INC.,  
d/b/a BRICK TOWER PRESS,  
J. BOYLSTON & COMPANY,  
PUBLISHERS, LLC and  
IPICTUREBOOKS, LLC,

Plaintiff,

vs.

Case No. 11-CIV4060 (DLC)

APPLE, INC.,

Defendant.

-----/

HIGHLY CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER  
Attorneys' Eyes Only Confidential Pages 300 - 302  
VIDEOTAPED DEPOSITION OF THOMAS LA PERLE  
30(b)(6) Capacity  
Redwood Shores, California  
Wednesday, September 19, 2012

Reported by:

LORRIE L. MARCHANT, CSR No. 10523  
RPR, CRR, CCRR, CLR

JOB NO. 53418

1 Q. Do you know what year Mr. Sewell started  
2 working at Apple?

3 A. I don't know the exact date. It's 2009.  
4 I'd have to check the date. I'm not sure.

5 Q. It was after you joined, though?

6 A. Yes.

7 Q. And he came in above you?

8 MS. CENDALI: He came in above all of us.

9 BY MR. CHATTORAJ:

10 Q. In the acquisition agreement between Apple  
11 and Family Systems, was any physical personal  
12 property transferred, such as desks, chairs?

13 MS. CENDALI: Objection. The document  
14 speaks for itself.

15 BY MR. CHATTORAJ:

16 Q. You may answer.

17 A. No, there's no physical assets that were  
18 transferred.

19 Q. Any accounts receivable?

20 A. No.

21 Q. Any trade secrets?

22 A. No.

23 Q. Any copyrights?

24 A. No.

25 Q. Any computer software?

1 A. No.

2 Q. Any computer hardware?

3 A. No.

4 Q. Any patents?

5 A. No.

6 Q. Customer lists?

7 A. No.

8 Q. Employment agreements with employees?

9 A. No.

10 Q. Did the agreement permit Family Systems to  
11 continue to use the "ibook" mark after the execution  
12 of the agreement?

13 A. I'd have to refresh my memory on that. If  
14 I could see the contract. I know they had to phase  
15 out their use quickly. They may have had a short  
16 phase-out period, but I'd have to refresh my memory  
17 for the --

18 Q. I wasn't trying to trap you.

19 Other than the phase-out period --

20 A. Okay.

21 Q. -- you know, after the phase-out period,  
22 was Family Systems permitted to use the mark?

23 A. No.

24 Q. Was Family Systems required to change what  
25 it did in its business, other than changing the