

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

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

10 Plaintiffs Case No.:

11 V. 11-CIV4060

12 APPLE, INC.,  
13 Defendant

14 - - - - - x

15  
16 Deposition of Richard S. Goldhor, Ph.D.

17  
18 Tuesday, January 31, 2012

19 9:58 a.m.

20  
21 Goodwin Procter, LLP  
22 53 State Street  
23 Boston, Massachusetts

24 Reported by: Deborah Roth, RPR/CSR

25 Job # 45894

1 agree not to contest Apple's use of ibook for  
2 its notebook computer?

3 MS. RAY: Objection to form. Lack  
4 of foundation.

5 A. That's my layperson's understanding of  
6 what was going on. My understanding is that  
7 if -- without that jointly-signed affidavit,  
8 that Apple would have had trouble getting  
9 their registration, getting their trademark  
10 registered.

11 MS. SHEEHAN: Mark this as  
12 Goldhor 20.

13 (GOLDHOR EXHIBIT NO. 20 MARKED)

14 Q. Do you recognize this document?

15 A. Without reading through it in detail,  
16 but this looks like the consent agreement, the  
17 agreement that Apple and Family Systems  
18 signed.

19 Yeah, Lawrence Wertheimer is the  
20 person whose name -- he lived in New York and  
21 he was the director of Family Systems.

22 Q. Pointing your attention on Page 1 --

23 A. Uh-huh.

24 Q. -- to the description in Paragraph 2 of  
25 the Family Systems use of the mark ibook --

1 A. Uh-huh. GOLDHOR

2 Q. -- is this an accurate description,  
3 based on your understanding?

4 A. "Computer software used to support and  
5 create interactive, user modifiable,  
6 electronic books and related goods and  
7 services." Yes.

8 Q. And based on your knowledge, Family  
9 Systems never expanded its use of the mark  
10 ibook from what is described here?

11 A. As far as I know --

12 MS. RAY: Objection. Lack of  
13 foundation. Objection to form. Calls for  
14 speculation.

15 A. As far as I know, during the time that  
16 I was working for Family Systems, everything  
17 that we did with the mark falls comfortably  
18 under this description.

19 Q. Were you involved at all with Family  
20 Systems' assignment of its trademark  
21 registration to Apple?

22 A. The complete assignment, no involvement  
23 whatsoever.

24 Q. Have you spoken to Brian Reynolds about  
25 it?

1 Q. Assuming they had downloaded the  
2 software and agreed to the terms associated  
3 with the software, and then had it loaded onto  
4 some kind of device.

5 A. That's correct, with one caveat. I  
6 don't know how important it is, but Brian  
7 really strove to put in a requirement that it  
8 only be used for material that would advance  
9 the common good or something like that. He  
10 had language that might appear very  
11 idealistic, but he was quite serious about it.  
12 And so that was -- that limitation on the type  
13 of material would have been the only  
14 limitation.

15 Q. So that in terms of the subject matter,  
16 it sounds like of the content he had hopes for  
17 what it would be used for?

18 A. Yes.

19 Q. And you said that the ibooks  
20 technology -- excuse me, ibook technology,  
21 including the ibook software, could be used to  
22 support and create user-modifiable electronic  
23 books, correct?

24 A. Yes.

25 Q. Is it fair to say that a user could