

EXHIBIT 77

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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,

Plaintiffs,

-against-

APPLE, INC.,

Defendant.

Case No. 11-cv-4060 (DLC)

**DEFENDANT APPLE INC.'S AMENDED
RESPONSES AND OBJECTIONS TO
PLAINTIFFS' NOTICE OF DEPOSITION
OF DEFENDANT APPLE INC.
PURSUANT TO FED. R. CIV. P. 30(b)(6)**

Pursuant to the Federal Rules of Civil Procedure, Defendant Apple Inc. ("Apple") hereby serves its Amended Responses to Plaintiffs' Notice of Deposition of Defendant Apple Inc.

Pursuant to Fed. R. Civ. P. 30(b)(6), dated June 1, 2012 ("Plaintiffs' Notice"), as follows:

GENERAL OBJECTIONS

1. Each of the following General Objections to Plaintiffs' Notice applies to each topic, and is hereby incorporated into each of Apple's responses below, regardless of whether the General Objection is further expressly incorporated into a specific objection below.

2. Apple objects to Plaintiffs' Notice to the extent that it imposes requirements or obligations on Apple in addition to or different from those imposed by the Federal Rules of Civil Procedure, the Local Rules of this Court, or any other applicable rules.

3. Apple objects to each topic to the extent it seeks proprietary or confidential business information, trade secrets, or other sensitive information.

4. Apple objects to each topic to the extent it seeks information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege. Nothing contained in any of these responses or contained in the testimony given at any subsequent deposition is intended to be, or in any way constitutes, a waiver of any such applicable privilege, immunity or doctrine.

5. Apple objects to each topic to the extent it is overbroad, vague and ambiguous by failing to designate with reasonable particularity the matter on which examination is required, and failing to define terms.

6. Apple objects to each topic as overly broad and unduly burdensome in scope to the extent that it does not limit itself to a clear and reasonably relevant time period.

7. Apple objects to each topic to the extent it is not limited to a geographic area or territory that is relevant to this action (*i.e.*, the United States).

8. Apple objects to each topic to the extent it seeks testimony that is neither relevant to a claim or defense of any party in this litigation, nor reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012.

9. Apple objects to each topic to the extent it imposes undue burden and expense on Apple, and/or seeks testimony or information that is publicly available or which Plaintiffs already possess or to which Plaintiffs have equal access.

10. Apple objects to each topic to the extent it calls for information that is not known, nor reasonably available, to Apple.

11. Apple objects to each topic to the extent it seeks contentions, legal theories or trial strategies.

12. Apple objects to each topic to the extent that it improperly calls for a legal conclusion.

13. Apple objects to the definition of “ANSWER” because Apple did not file a document entitled “Amended Answer and Affirmative Defenses” on May 25, 2012. For purposes of responding to Plaintiffs’ Notice, Apple will construe the term “ANSWER” to mean the Answer and Affirmative Defenses of Defendant, Apple Inc., filed by Apple in this litigation on May 25, 2012, and any amendments thereto.

14. Apple objects to the definition of “APPLE MARKS” as vague, ambiguous, and overbroad, including to the extent it suggests that Apple’s mark IBOOKSTORE is a “subject of the COMPLAINT.” The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 23:19-24:2. For purposes of responding to Plaintiffs’ Notice, Apple will construe the term “IBOOK, IBOOKS AND IBOOKSTORE MARKS” to mean the IBOOK, IBOOKS, IBOOKS 2, IBOOKS AUTHOR and IBOOKSTORE marks used by APPLE that are referred to in the COMPLAINT.

15. Apple objects to the definition of “APPLE PRODUCTS,” including the phrase “concerning or associated with,” as vague, ambiguous, and overbroad. Apple also objects to the

definition of “APPLE PRODUCTS” to the extent that it seeks testimony that is not relevant to any claim or defense in this litigation or reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 23:19-24:2.

16. For purposes of responding to Plaintiffs’ Notice, Apple will construe the term “IBOOK COMPUTERS” to mean only the goods set forth in federal Registration No. 2,470,147, *i.e.*, “computers, computer hardware peripherals and users manuals sold therewith” made, sold, offered for sale, imported, or distributed by APPLE bearing the mark IBOOK. For the avoidance of doubt, “IBOOK COMPUTERS” does not mean either (a) books (whether in hard copy or electronic format), or (b) handheld electronic devices, such as (but not limited to) the iPad, iPod, iPod Touch or iPhone devices.

17. For purposes of responding to Plaintiffs’ Notice, Apple will construe the term “IBOOKS SOFTWARE” to mean only the services set forth in federal Registration No. 2,446,634 and Serial No. 85/008,412, *i.e.*, “computer software used to support and create interactive, user-modifiable electronic books;” and “Software for reading electronic publications on digital electronic devices; computer software for authoring, downloading, receiving, editing, displaying, storing and organizing text, graphics, images, and electronic publications;” “Retail store services featuring electronic publications provided via the Internet and other communications networks; retail store services in the field of books, magazines, periodicals, journals and other publications on a wide range of topics of general interest, provided via the

Internet and other communications networks; retail store services featuring electronic publications for use on handheld mobile digital electronic devices and other consumer electronics;” and “Providing an online portal featuring temporary online use of online non-downloadable software to allow internet users to preview, download, and read electronic publications” made, offered, or distributed by APPLE bearing the mark IBOOKS, IBOOKS 2, IBOOKS AUTHOR, and/or IBOOKSTORE. For the avoidance of doubt, “IBOOKS SOFTWARE” does not mean either (a) books (whether in hard copy or electronic format), or (b) handheld electronic devices, such as (but not limited to) the iPad, iPod, iPod Touch or iPhone devices.

18. Apple objects to each topic as not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information related to Apple’s financial condition, profits, sales or revenues. The Court has already ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books.” *See* Transcript, Feb. 27, 2012, at 22:19-23.

19. By agreeing to produce a witness to testify as to any of the topics, Apple does not represent that the information sought by Plaintiffs exists.

20. Apple objects to the factual characterization of the noticed topics. By agreeing to produce a witness to testify regarding a topic, Apple does not concede the relevance or admissibility of any information requested or provided.

21. Apple objects to the timing and location of the noticed deposition to the extent that it seeks to require Apple to provide a witness to testify at a time and location not mutually agreed upon by the parties or mandated by the Court.

22. By agreeing to produce a witness to testify as to any of the noticed topics, Apple does not in any waive or intend to waive, but rather is preserving and intends to preserve:

(i) All objections as to competency, authenticity, relevancy, materiality and admissibility;

(ii) All rights to object on any grounds to the use in any subsequent proceedings of any of the responses or information contained herein, including, but not limited to, the right to object to the trial of this or any other action; and

(iii) All objections as to vagueness and ambiguity.

EXAMINATION TOPICS

1. The alleged first use of the IBOOK MARK by APPLE.

RESPONSE TO TOPIC NO. 1:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOK MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the date of Apple's first use of the mark IBOOK, Registration No. 2,470,147, in commerce in the United States.

2. The alleged first use of the IBOOKS MARK by APPLE.

RESPONSE TO TOPIC NO. 2:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the date of Apple’s first use of the mark IBOOKS, Registration No. 2,446,634, and Serial No. 85/008,412, in commerce in the United States.

3. The alleged first use of the IBOOKS AUTHOR MARK by APPLE.

RESPONSE TO TOPIC NO. 3:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the date of Apple’s first use of the mark IBOOKS AUTHOR in commerce in the United States.

4. The alleged first use of the IBOOKS 2 MARK by APPLE.

RESPONSE TO TOPIC NO. 4:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the date of Apple’s first use of the mark IBOOKS 2 in commerce in the United States.

5. The alleged first use of the IBOOKSTORE MARK by APPLE.

RESPONSE TO TOPIC NO. 5:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the date of Apple’s first use of the mark IBOOKSTORE, Serial No. 85/008,432, in commerce in the United States.

6. The alleged ownership and maintenance of rights in and to the APPLE MARKS by APPLE.

RESPONSE TO TOPIC NO. 6:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5, 7, 8 and 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad and unduly burdensome to the extent it seeks discovery “on unrelated patents and products.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s ownership and maintenance of rights in and to the IBOOK, IBOOKS AND IBOOKSTORE MARKS.

7. Use and/or contemplated use of the IBOOK MARK by APPLE for each year since the earliest date of first use of the IBOOK MARK in commerce, including, but not limited to, manner of use, date of first use, length of use, and geographic location of use.

RESPONSE TO TOPIC NO. 7:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOK MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s use and/or contemplated use of the mark IBOOK, Registration No. 2,470,147, for each year since Apple’s earliest date of first use of such mark in commerce in the

United States, including the manner of use, date of first use, length of use, and geographic location of use.

8. Use and/or contemplated use of the IBOOKS MARK by APPLE for each year since the earliest date of first use of the IBOOKS MARK in commerce, including, but not limited to, manner of use, date of first use, length of use, and geographic location of use.

RESPONSE TO TOPIC NO. 8:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s use and/or contemplated use of the mark IBOOKS, Registration No. 2,446,634 and Serial No. 85/008,412, for each year since Apple’s earliest date of first use of such mark in commerce in the United States, including the manner of use, date of first use, length of use, and geographic location of use.

9. Use and/or contemplated use of the IBOOKS 2 MARK by APPLE for each year since the earliest date of first use of the IBOOKS 2 MARK in commerce, including, but not limited to, manner of use, date of first use, length of use, and geographic location of use.

RESPONSE TO TOPIC NO. 9:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s use and/or contemplated use of the mark IBOOK 2 for each year since Apple’s earliest date of first use of such mark in commerce in the United States, including the manner of use, date of first use, length of use, and geographic location of use.

10. Use and/or contemplated use of the IBOOKS AUTHOR MARK by APPLE for each year since the earliest date of first use of the IBOOKS AUTHOR MARK in commerce, including, but not limited to, manner of use, date of first use, length of use, and geographic location of use.

RESPONSE TO TOPIC NO. 10:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s use and/or contemplated use of the mark IBOOKS AUTHOR for

each year since Apple's earliest date of first use of such mark in commerce in the United States, including the manner of use, date of first use, length of use, and geographic location of use.

11. Use and/or contemplated use of the IBOOKSTORE MARK by APPLE for each year since the earliest date of first use of the IBOOKSTORE MARK in commerce, including, but not limited to, manner of use, date of first use, length of use, and geographic location of use.

RESPONSE TO TOPIC NO. 11:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKSTORE MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's use and/or contemplated use of the mark IBOOKSTORE, Serial No. 85/008,432, for each year since Apple's earliest date of first use of such mark in commerce in the United States, including the manner of use, date of first use, length of use, and geographic location of use.

12. The website www.apple.com/apps/ibooks/, including the identity of the owner of the website, the date on which the website was launched, and any use of any of the APPLE MARKS on the website.

RESPONSE TO TOPIC NO. 12:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the identity of the owner of the website www.apple.com/app/ibooks/, the date on which such website was launched, and the use of the IBOOK, IBOOKS AND IBOOKSTORE MARKS on such website.

13. The website www.apple.com/education/ibooks-textbooks/, including the identity of the owner of the website, the date on which the website was launched, and any use of any of the APPLE MARKS on the website.

RESPONSE TO TOPIC NO. 13:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the identity of the owner of the website www.apple.com/education/ibooks-textbooks/, the date on which such website was launched, and the use of the IBOOK, IBOOKS AND IBOOKSTORE MARKS on such website.

14. The website www.apple.com/ibooks-author/, including the identity of the owner of the website, the date on which the website was launched, and any use of any of the APPLE MARKS on the website.

RESPONSE TO TOPIC NO. 14:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about identity of the owner of the website www.apple.com/ibooks-author/, the date on which such website was launched, and the use of the IBOOK, IBOOKS AND IBOOKSTORE MARKS on such website.

15. The website www.apple.com/ipad/built-in-apps/, including the identity of the owner of the website, the date on which the website was launched, and any use of any of the APPLE MARKS on the website.

RESPONSE TO TOPIC NO. 15:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about identity of the owner of the website www.apple.com/ipad/built-in-apps/, the date on which such website was launched, and the use of the IBOOK, IBOOKS AND IBOOKSTORE MARKS on such website.

16. The website www.apple.com/, including the identity of the owner of the website, the date on which the website was launched, and any use of any of the APPLE MARKS on the website.

RESPONSE TO TOPIC NO. 16:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 5, 6 and 14, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome and not

reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 13-15.

17. APPLE’s marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOK MARK for each year since the earliest date of first use of the IBOOK MARK in commerce.

RESPONSE TO TOPIC NO. 17:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOK MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s marketing, advertising, and promotion strategy and activities in the United States with respect to the IBOOK COMPUTERS, for each year since the earliest date of first use of such mark in commerce in the United States.

18. APPLE's marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKS MARK for each year since the earliest date of first use of the IBOOKS MARK in commerce.

RESPONSE TO TOPIC NO. 18:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "associated with" and "IBOOKS MARK" are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing, advertising, and promotion strategy and activities in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with its mark IBOOKS, Registration No. 2,446,634 and Serial No. 85/008,412, for each year since the earliest date of first use of such mark in commerce in the United States.

19. APPLE's marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKS 2 MARK for each year since the earliest date of first use of the IBOOKS 2 MARK in commerce.

RESPONSE TO TOPIC NO. 19:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s marketing, advertising, and promotion strategy and activities in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with its mark IBOOKS 2 for each year since the earliest date of first use of such mark in commerce in the United States.

20. APPLE’s marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKS AUTHOR MARK for each year since the earliest date of first use of the IBOOKS AUTHOR MARK in commerce.

RESPONSE TO TOPIC NO. 20:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms

“associated with” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s marketing, advertising, and promotion strategy and activities in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with its mark IBOOKS AUTHOR for each year since the earliest date of first use of such mark in commerce in the United States.

21. APPLE’s marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKSTORE MARK for each year since the earliest date of first use of the IBOOKSTORE MARK in commerce.

RESPONSE TO TOPIC NO. 21:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing, advertising, and promotion strategy and activities in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with its mark IBOOKSTORE, Serial No. 85/008,432, for each year since the earliest date of first use of such mark in commerce in the United States.

22. APPLE's marketing, advertising, and promotion strategy and activities with respect to any of the APPLE PRODUCTS offered or rendered in connection with or associated with any of "Apple's famous family of 'i'-prefix marks" as defined on page 2 of the ANSWER, since the earliest date of the first 'i'-prefix mark in commerce.

RESPONSE TO TOPIC NO. 22:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 6, 7, 9 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "associated with" is not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 17-21.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6)

about Apple's general marketing, advertising, and promotion strategy and activities that use or depict marks that are part of Apple's famous family of "i"-prefix marks.

23. APPLE's annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOK MARK for each year since the earliest date of the first use of the IBOOK MARK in commerce.

RESPONSE TO TOPIC NO. 23:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "associated with" and "IBOOK MARK" are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's annual marketing, advertising and promotional expenditures in the United States with respect to the IBOOK COMPUTERS for each year since the earliest date of first use of such mark in commerce in the United States.

24. APPLE's annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with

the IBOOKS MARK for each year since the earliest date of the first use of the IBOOKS MARK in commerce.

RESPONSE TO TOPIC NO. 24:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOKS MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s annual marketing, advertising and promotional expenditures in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with Apple’s mark IBOOKS, Registration No. 2,446,634 and Serial No. 85/008,412, for each year since the earliest date of first use of such mark in commerce in the United States.

25. APPLE’s annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKS 2 MARK for each year since the earliest date of the first use of the IBOOKS 2 MARK in commerce.

RESPONSE TO TOPIC NO. 25:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s annual marketing, advertising and promotional expenditures in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with Apple’s mark IBOOKS 2 for each year since the earliest date of first use of such mark in commerce in the United States.

26. APPLE’s annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKSTORE MARK for each year since the earliest date of the first use of the IBOOKSTORE MARK in commerce.

RESPONSE TO TOPIC NO. 26:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms

“associated with” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s annual marketing, advertising and promotional expenditures in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with Apple’s mark IBOOKSTORE, Serial No. 85/008,432, for each year since the earliest date of first use of such mark in commerce in the United States.

27. APPLE’s annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with the IBOOKS AUTHOR MARK for each year since the earliest date of the first use of the IBOOKS AUTHOR MARK in commerce.

RESPONSE TO TOPIC NO. 27:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7, 14 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “associated with” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's annual marketing, advertising and promotional expenditures in the United States with respect to the IBOOKS SOFTWARE offered or rendered in connection with Apple's mark IBOOKS AUTHOR for each year since the earliest date of first use of such mark in commerce in the United States.

28. APPLE's annual marketing, advertising, and promotional expenditures with respect to any of the APPLE PRODUCTS offered or rendered in connection or associated with any of "Apple's famous family of 'i'-prefix marks" as defined on page 2 of the ANSWER, since the earliest date of the first 'i'-prefix mark in commerce.

RESPONSE TO TOPIC NO. 28:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 6, 7, 9 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "associated with" is not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 23-27.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6)

about Apple's marketing, advertising, and promotional expenditures related to Apple's famous family of "i"-prefix marks as a whole.

29. All marketing, advertising, and promotions by APPLE in connection or associated with the APPLE PRODUCTS bearing, concerning, or associated with the IBOOK MARK for each year since the earliest date of first use of the IBOOK MARK in commerce.

RESPONSE TO TOPIC NO. 29:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3,5,7, and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOK MARK" are not defined. Apple also objects to this Topic to the extent it seeks information regarding "all" marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about representative marketing, advertising and promotions by Apple in connection with the IBOOK COMPUTERS for each year since Apple's earliest date of first use of such mark in commerce in the United States.

30. All marketing, advertising, and promotions by APPLE in connection with the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS MARK for each year since the earliest date of first use of the IBOOKS MARK in commerce.

RESPONSE TO TOPIC NO. 30:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS MARK” are not defined. Apple also objects to this Topic to the extent it seeks information regarding “all” marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about representative marketing, advertising and promotions by Apple in connection with the IBOOKS SOFTWARE bearing the mark IBOOKS, Registration No. 2,446,634 and Serial No. 85/008,412, for each year since Apple’s earliest date of first use of such mark in commerce in the United States.

31. All marketing, advertising, and promotions by APPLE in connection with the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS 2 MARK for each year since the earliest date of first use of the IBOOKS 2 MARK in commerce.

RESPONSE TO TOPIC NO. 31:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic to the extent it seeks information regarding “all” marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about representative marketing, advertising and promotions by Apple in connection with the IBOOKS SOFTWARE bearing the mark IBOOKS 2 for each year since Apple’s earliest date of first use of such mark in commerce in the United States.

32. All marketing, advertising, and promotions by APPLE in connection with the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKSTORE MARK for each year since the earliest date of first use of the IBOOKSTORE MARK in commerce.

RESPONSE TO TOPIC NO. 32:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms

“concerning or associated with” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic to the extent it seeks information regarding “all” marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about representative marketing, advertising and promotions by Apple in connection with the IBOOKS SOFTWARE bearing the mark IBOOKSTORE, Serial No. 85/008,432, for each year since Apple’s earliest date of first use of such mark in commerce in the United States.

33. All marketing, advertising, and promotions by APPLE in connection with the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS AUTHOR MARK for each year since the earliest date of first use of the IBOOKS AUTHOR MARK in commerce.

RESPONSE TO TOPIC NO. 33:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic to the extent it seeks information regarding “all” marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not

reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about representative marketing, advertising and promotions by Apple in connection with the IBOOKS SOFTWARE bearing the mark IBOOKS AUTHOR for each year since Apple’s earliest date of first use of such mark in commerce in the United States.

34. All marketing, advertising, and promotions by APPLE in connection or associated with the APPLE PRODUCTS bearing, concerning, or associated with any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER, since the earliest date of the first ‘i’-prefix mark in commerce.

RESPONSE TO TOPIC NO. 34:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 6, 7, 9 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “concerning or associated with” is not defined. Apple also objects to this Topic to the extent it seeks information regarding “all” marketing, advertising and promotions. Apple further objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See*

Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 29-33.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's representative marketing, advertising, and promotions that use or depict marks that are part of Apple's famous family of "i"-prefix marks.

35. APPLE's marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOK MARK.

RESPONSE TO TOPIC NO. 35:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOK MARK" are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing strategy in the United States, including target market and demographics, for the IBOOK COMPUTERS.

36. APPLE's marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS MARK.

RESPONSE TO TOPIC NO. 36:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOKS MARK" are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing strategy in the United States, including target market and demographics, for the IBOOKS SOFTWARE bearing the mark IBOOKS, Registration No. 2,446,634 and/or Serial No. 85/008,412.

37. APPLE's marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS 2 MARK.

RESPONSE TO TOPIC NO. 37:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in

this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple’s marketing strategy in the United States, including target market and demographics, for the IBOOKS SOFTWARE bearing the mark IBOOKS 2.

38. APPLE’s marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKSTORE MARK.

RESPONSE TO TOPIC NO. 38:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to “the trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing strategy in the United States, including target market and demographics, for the IBOOKS SOFTWARE bearing the mark IBOOKSTORE, Serial No. 85/008,432.

39. APPLE's marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS AUTHOR MARK.

RESPONSE TO TOPIC NO. 39:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 7 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOKS AUTHOR MARK" are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks discovery about products that are unrelated to "the trademark claims actually asserted in the Complaint." *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's marketing strategy in the United States, including target market and demographics, for the IBOOKS SOFTWARE bearing the mark IBOOKS AUTHOR.

40. APPLE's marketing strategy, including target market and demographics, for any and all of the APPLE PRODUCTS bearing, concerning, or associated with any of "Apple's famous family of 'i'-prefix marks" as defined on page 2 of the ANSWER, since the earliest date of the first 'i'-prefix mark in commerce.

RESPONSE TO TOPIC NO. 40:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 6, 7, 9 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "concerning or associated with" is not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 35-39.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's general marketing strategy related to Apple's famous family of "i"-prefix marks as a whole.

41. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to the IBOOK MARK, whether conducted formally or informally, or by means of a pilot

study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE's attorneys.

RESPONSE TO TOPIC NO. 41:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOK MARK" is not defined. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about any non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple's mark IBOOK, Registration No. 2,470,147.

42. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to the IBOOKS MARK, whether conducted formally or informally, or by means of a pilot study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE's attorneys.

RESPONSE TO TOPIC NO. 42:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this

response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about any non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple’s mark IBOOKS, Registration No. 2,446,634 and Serial No. 85/008,412.

43. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to the IBOOKS 2 MARK, whether conducted formally or informally, or by means of a pilot study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE’s attorneys

RESPONSE TO TOPIC NO. 43:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with

Rule 30(b)(6) about any non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple's mark IBOOKS 2.

44. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to the IBOOKSTORE MARK, whether conducted formally or informally, or by means of a pilot study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE's attorneys.

RESPONSE TO TOPIC NO. 44:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKSTORE MARK" is not defined. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about any non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple's mark IBOOKSTORE, Serial No. 85/008,432.

45. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to the IBOOKS AUTHOR MARK, whether conducted formally or informally, or by means of a pilot study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE's attorneys.

RESPONSE TO TOPIC NO. 45:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKS AUTHOR MARK" is not defined. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about any non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple's mark IBOOKS AUTHOR.

46. Any consumer, advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences, or understandings with respect to any of "Apple's famous family of 'i'-prefix marks" as defined on page 2 of the ANSWER, whether conducted formally or informally, or by means of a pilot study, by APPLE, or by any PERSON, firm, corporation, or association for or on behalf of APPLE, or by APPLE's attorneys

RESPONSE TO TOPIC NO. 46:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 6, 7 and 9, as if fully set forth in this response. Apple also objects to this Topic to the extent it seeks expert testimony from a fact witness. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 41-45.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about non-privileged consumer advertising or marketing investigation, focus group, MARKET RESEARCH, study or SURVEY of opinions, attitudes, preferences or understandings of United States consumers with respect to Apple’s famous family of “i”-prefix marks as a whole.

47. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with the IBOOK MARK.

RESPONSE TO TOPIC NO. 47:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews,” “offered for sale in connection with,” and “IBOOK MARK” are

not defined. Apple also objects to this Topic because it does not have knowledge of all news articles concerning its IBOOK COMPUTERS, nor is such knowledge reasonably available to Apple.

48. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with the IBOOKS MARK.

RESPONSE TO TOPIC NO. 48:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews,” “offered for sale in connection with,” and “IBOOKS MARK” are not defined. Apple also objects to this Topic because it does not have knowledge of all news articles concerning its services that bear the mark IBOOKS, nor is such knowledge reasonably available to Apple.

49. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with the IBOOKS 2 MARK.

RESPONSE TO TOPIC NO. 49:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews,” “offered for sale in connection with,” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic because it does not have knowledge of all news

articles concerning its services that bear the mark IBOOKS, nor is such knowledge reasonably available to Apple.

50. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with the IBOOKSTORE MARK.

RESPONSE TO TOPIC NO. 50:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews,” “offered for sale in connection with,” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic because it does not have knowledge of all news articles concerning its services that bear the mark IBOOKS, nor is such knowledge reasonably available to Apple.

51. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with the IBOOKS AUTHOR MARK.

RESPONSE TO TOPIC NO. 51:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews,” “offered for sale in connection with,” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic because it does not have knowledge of

all news articles concerning its services that bear the mark IBOOKS, nor is such knowledge reasonably available to Apple.

52. News articles, professional reviews, not solicited by APPLE, concerning APPLE PRODUCTS bearing or offered for sale in connection with any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER.

RESPONSE TO TOPIC NO. 52:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 6, 7, 8, 9, 10 and 17, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “professional reviews” and “offered for sale in connection with” are not defined. Apple also objects to this Topic as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 47-51. Apple also objects to this Topic because it does not have knowledge of all news articles concerning its products and services that bear an “i”-prefix mark, nor is such knowledge reasonably available to Apple.

53. The policing and/or enforcement of the IBOOK MARK against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 53:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOK MARK” is not defined. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

54. The policing and/or enforcement of the IBOOKS MARK against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 54:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

55. The policing and/or enforcement of the IBOOKS 2 MARK against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 55:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

56. The policing and/or enforcement of the IBOOKSTORE MARK against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 56:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

57. The policing and/or enforcement of the IBOOKS AUTHOR MARK against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 57:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

58. The policing and/or enforcement of any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER against third parties by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 58:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 6, 7, 8 and 9, as if fully set forth in this response. Furthermore, Apple objects to this Topic because it seeks information related to entities and disputes other than the parties to this litigation and this litigation. Therefore, the Topic is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on

unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 53-57.

59. Any valuations of the IBOOK MARK performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 59:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOK MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

60. Any valuations of the IBOOKS MARK performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 60:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, and 8, as if fully set forth in this

response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

61. Any valuations of the IBOOKS 2 MARK performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 61:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from

e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

62. Any valuations of the IBOOKSTORE MARK performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 62:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

63. Any valuations of the IBOOKS AUTHOR MARK performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 63:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 8, as if fully set forth in this

response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

64. Any valuations of any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER performed by APPLE or any PERSON(S) acting for or on its behalf.

RESPONSE TO TOPIC NO. 64:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 6, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief.

See Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 59-63.

65. APPLE's sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOK MARK distributed or sold for each year since the earliest date of first use of the IBOOK MARK in commerce.

RESPONSE TO TOPIC NO. 65:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOK MARK" are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is "not how many e-books [Apple] sold and what its profitability might have been from e-books," and that "before there is wide-ranging discovery on e-books," Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that the only products manufactured, distributed or sold by Apple that bear the mark IBOOK,

Registration No. 2,470,147, have been the IBOOK COMPUTERS, which products are not at issue in this litigation.

66. APPLE's sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS MARK distributed or sold for each year since the earliest date of first use of the IBOOKS MARK in commerce.

RESPONSE TO TOPIC NO. 66:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOKS MARK" are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is "not how many e-books [Apple] sold and what its profitability might have been from e-books," and that "before there is wide-ranging discovery on e-books," Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

67. APPLE's sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS 2 MARK distributed or sold for each year since the earliest date of first use of the IBOOKS 2 MARK in commerce.

RESPONSE TO TOPIC NO. 67:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOKS 2 MARK" are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is "not how many e-books [Apple] sold and what its profitability might have been from e-books," and that "before there is wide-ranging discovery on e-books," Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

68. APPLE's sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKSTORE

MARK distributed or sold for each year since the earliest date of first use of the IBOOKSTORE MARK in commerce.

RESPONSE TO TOPIC NO. 68:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKSTORE MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

69. APPLE’s sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS AUTHOR MARK distributed or sold for each year since the earliest date of first use of the IBOOKS AUTHOR MARK in commerce.

RESPONSE TO TOPIC NO. 69:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

70. APPLE’s sales, on an annual and monthly basis, in units and dollars, with respect to any of the APPLE PRODUCTS bearing, concerning, or associated with any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER distributed or sold for each year since the earliest date of the first use of any of the “i”-prefix marks in commerce.

RESPONSE TO TOPIC NO. 70:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 6, 8 and 9, as if fully set forth in this

response. Apple also objects to this Topic as vague and ambiguous because the term “concerning or associated with” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 65-69.

71. APPLE’s revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOK MARK distributed or sold for each year since the earliest date of first use of the IBOOK MARK in commerce.

RESPONSE TO TOPIC NO. 71:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOK MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012.

Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that the only products manufactured, distributed or sold by Apple that bear the mark IBOOK have been the IBOOK COMPUTERS, which products are not at issue in this litigation. IBOOKS SOFTWARE

72. APPLE’s revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS MARK distributed or sold for each year since the earliest date of first use of the IBOOKS MARK in commerce.

RESPONSE TO TOPIC NO. 72:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is

wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

73. APPLE’s revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS 2 MARK distributed or sold for each year since the earliest date of first use of the IBOOKS 2 MARK in commerce.

RESPONSE TO TOPIC NO. 73:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS 2 MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

74. APPLE's revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKSTORE MARK distributed or sold for each year since the earliest date of first use of the IBOOKSTORE MARK in commerce.

RESPONSE TO TOPIC NO. 74:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms "concerning or associated with" and "IBOOKSTORE MARK" are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it "will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products." *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is "not how many e-books [Apple] sold and what its profitability might have been from e-books," and that "before there is wide-ranging discovery on e-books," Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

75. APPLE's revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with the IBOOKS AUTHOR MARK

distributed or sold for each year since the earliest date of first use of the IBOOKS AUTHOR MARK in commerce.

RESPONSE TO TOPIC NO. 75:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS AUTHOR MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

Subject to and without waiving the foregoing objections, Apple states that it does not sell the IBOOKS SOFTWARE.

76. APPLE’s revenues, on an annual and monthly basis, associated with any of the APPLE PRODUCTS bearing, concerning, or associated with any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER, distributed or sold for each year since the earlised [sic] date of first use of any of the “i”-prefix marks in commerce.

RESPONSE TO TOPIC NO. 76:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 5, 6, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the terms “concerning or associated with” and “IBOOKS MARK” are not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 71-75.

77. Financial statement and profit and loss statements of APPLE.

RESPONSE TO TOPIC NO. 77:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See*

Order, dated Jan. 9, 2012. Furthermore, the Court has also ruled that the issue in this case is “not how many e-books [Apple] sold and what its profitability might have been from e-books,” and that “before there is wide-ranging discovery on e-books,” Plaintiffs must submit a letter brief. *See* Transcript, Feb. 27, 2012, at 22:19-23, 23:19-24:2.

78. Actual or contemplated licensing activity by APPLE CONCERNING the IBOOK MARK.

RESPONSE TO TOPIC NO. 78:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOK MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012.

79. Actual or contemplated licensing activity by APPLE CONCERNING the IBOOKS MARK.

RESPONSE TO TOPIC NO. 79:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term

“IBOOKS MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

80. Actual or contemplated licensing activity by APPLE CONCERNING the IBOOKS 2 MARK.

RESPONSE TO TOPIC NO. 80:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

81. Actual or contemplated licensing activity by APPLE CONCERNING the IBOOKSTORE MARK.

RESPONSE TO TOPIC NO. 81:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined. Apple also objects to this Topic because it is not

reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

82. Actual or contemplated licensing activity by APPLE CONCERNING the IBOOKS AUTHOR MARK.

RESPONSE TO TOPIC NO. 82:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5, 7 and 8, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint.” *See* Order, dated Jan. 9, 2012.

83. Actual or contemplated licensing activity by APPLE CONCERNING or REFERRING AND RELATING TO any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER.

RESPONSE TO TOPIC NO. 83:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 6, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic because it is not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery

strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 78-82.

84. Any application for registration, and/or any registration, and/or any amendment to such registration by APPLE of the IBOOK MARK for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 84:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOK MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for Apple’s trademark IBOOK, Registration No. 2,470,147.

85. Any application for registration, and/or any registration, and/or any amendment to such registration by APPLE of the IBOOKS MARK for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 85:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for (1) Apple’s registered trademark IBOOKS, Registration No. 2,446,634, and (2) Apple’s application to register its trademark IBOOKS, Serial No. 85/008,412.

86. Any application for registration, and/or any registration, and/or any amendment to such registration by APPLE of the IBOOKS 2 MARK for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 86:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple states that it has not applied to register, or obtained a registration, in the United States for the mark IBOOKS 2 for any goods or services.

87. Any application for registration, and/or any registration, and/or any amendment to such registration by APPLE of the IBOOKSTORE MARK for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 87:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for Apple’s application to register its trademark IBOOKSTORE, Serial No. 85/008,432.

88. Any application for registration, and/or any registration, and/or any amendment to such registration by APPLE of the IBOOKS AUTHOR MARK for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 88:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple states that it has not applied to register, or obtained a registration, in the United States for the mark IBOOKS AUTHOR for any goods or services.

89. Any application for registration, and/or any amendment to such registration by APPLE of any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER for any goods or services, including but not limited to any application, registration, or amendment with (a) the PTO and (b) any state(s) of the United States.

RESPONSE TO TOPIC NO. 89:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 6, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 84-88.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the identification, by registration or serial number, of Apple’s federal registrations and pending applications for federal registrations of marks that are part of Apple’s famous family of “i”-prefix marks.

90. COMMUNICATIONS and/or filings with the PTO CONCERNING the IBOOK MARK.

RESPONSE TO TOPIC NO. 90:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOK MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for Apple's trademark IBOOK, Registration No. 2,470,147.

91. COMMUNICATIONS and/or filings with the PTO CONCERNING the IBOOKS MARK.

RESPONSE TO TOPIC NO. 91:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKS MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for (1) Apple's registered trademark IBOOKS, Registration No. 2,446,634, and (2) Apple's application to register its trademark IBOOKS, Serial No. 85/008,412.

92. COMMUNICATIONS and/or filings with the PTO CONCERNING the IBOOKS
2 MARK.

RESPONSE TO TOPIC NO. 92:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKS 2 MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple states that it has not communicated or made any filings with the PTO related to the mark IBOOKS 2 for any goods or services.

93. COMMUNICATIONS and/or filings with the PTO CONCERNING the
IBOOKSTORE MARK.

RESPONSE TO TOPIC NO. 93:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOKSTORE MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the PTO records for Apple's application to register its trademark IBOOKSTORE, Serial No. 85/008,432.

94. COMMUNICATIONS and/or filings with the PTO CONCERNING the IBOOKS AUTHOR MARK.

RESPONSE TO TOPIC NO. 94:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 5, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple states that it has not communicated or made any filings with the PTO related to the mark IBOOKS AUTHOR for any goods or services.

95. COMMUNICATIONS and/or filings with the PTO CONCERNING any of “Apple’s famous family of ‘i’-prefix marks” as alleged in paragraph 2 of the ANSWER.

RESPONSE TO TOPIC NO. 95:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 6, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 90-94.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the identification, by registration or serial number, of Apple's federal registrations and pending applications for federal registrations of marks that are part of Apple's famous family of "i"-prefix marks.

96. The derivation, significance, meaning, selection, adoption, and/or use of the IBOOK MARK by APPLE.

RESPONSE TO TOPIC NO. 96:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term "IBOOK MARK" is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the derivation, significance, meaning, selection, adoption, and/or use of Apple's mark IBOOK, federal Registration No. 2,470,147.

97. The derivation, significance, meaning, selection, adoption, and/or use of the IBOOKS MARK by APPLE.

RESPONSE TO TOPIC NO. 97:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this

response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the derivation, significance, meaning, selection, adoption, and/or use of Apple’s mark IBOOKS, federal Registration No. 2,446,634 and Serial No. 85/008,412.

98. The derivation, significance, meaning, selection, adoption, and/or use of the IBOOKS 2 MARK by APPLE.

RESPONSE TO TOPIC NO. 98:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS 2 MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the derivation, significance, meaning, selection, adoption, and/or use of Apple’s mark IBOOKS 2.

99. The derivation, significance, meaning, selection, adoption, and/or use of the IBOOKSTORE MARK by APPLE.

RESPONSE TO TOPIC NO. 99:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKSTORE MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the derivation, significance, meaning, selection, adoption, and/or use of Apple’s mark IBOOKSTORE, Serial No. 85/008,432.

100. The derivation, significance, meaning, selection, adoption, and/or use of the IBOOKS AUTHOR MARK by APPLE.

RESPONSE TO TOPIC NO. 100:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “IBOOKS AUTHOR MARK” is not defined.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the derivation, significance, meaning, selection, adoption, and/or use of Apple’s mark IBOOKS AUTHOR.

101. The derivation, significance, meaning, selection, adoption, and/or use of any of “Apple’s famous family of ‘i’-prefix marks” as defined on page 2 of the ANSWER by APPLE.

RESPONSE TO TOPIC NO. 101:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5, 6, 7, 8 and 9, as if fully set forth in this response. Apple also objects to this Topic as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The Court has already ruled that it “will limit discovery strictly to those trademark claims actually asserted in the Complaint. The Court is unlikely to allow the parties to engage in expansive discovery on unrelated patents and products.” *See* Order, dated Jan. 9, 2012. Apple also objects to this Topic to the extent it is duplicative of Topic Nos. 96-100.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the general meaning and use of Apple’s famous family of “i”-prefix marks.

102. APPLE’s purported acquisition of the FAMILY SYSTEMS’ IBOOK mark.

RESPONSE TO TOPIC NO. 102:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic as vague and ambiguous because the term “FAMILY SYSTEMS’ IBOOK mark” is undefined. For the purposes of responding to this Topic, Apple construes the phrase “FAMILY SYSTEMS’ IBOOK mark” to mean “FAMILY SYSTEMS

MARK,” as that term is defined by Plaintiffs in paragraph 8 of the Definitions set forth in Attachment A to Plaintiffs’ Notice.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the Trademark and Domain Name Assignment Agreement between Apple and Family Systems, dated January 26, 2010.

103. APPLE’s 1999 agreement with FAMILY SYSTEMS acknowledging that APPLE’s use of the mark IBOOK for computer was distinguishable from, and not confusingly similar to, FAMILY SYSTEMS’ use of IBOOK in computer software used to create interactive, user-modifiable electronic books.

RESPONSE TO TOPIC NO. 103:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 4, 5 and 7, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes the 1999 agreement between Apple and FAMILY SYSTEMS.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the Consent Agreement between Apple and Family Systems, dated May 7, 1999.

104. APPLE’s knowledge or awareness of the PLAINTIFFS’ MARKS.

RESPONSE TO TOPIC NO. 104:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 6, as if fully set forth in this response.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's knowledge or awareness of the Plaintiff's mark prior to January 27, 2010.

105. APPLE's knowledge or awareness of the PLAINTIFFS' PRODUCTS.

RESPONSE TO TOPIC NO. 105:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4 and 6, as if fully set forth in this response.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's knowledge or awareness of the Plaintiffs' Products prior to January 27, 2010.

106. Actual or potential confusion on the part of consumers between the goods and services bearing the APPLE MARKS and those offered by the PLAINTIFFS under the PLAINTIFFS' MARKS.

RESPONSE TO TOPIC NO. 106:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3, 7, 10, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic as overly broad and unduly burdensome to the extent it seeks discovery “on unrelated patents and products.” *See* Order, dated Jan. 9, 2012.

Subject to and without waiving the foregoing objections, Apple states that it has no such knowledge.

107. The allegations in the COMPLAINT that APPLE’s acquisition of the IBOOK MARK from FAMILY SYSTEMS was an invalid assignment in gross.

RESPONSE TO TOPIC NO. 107:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 5 and 7, as if fully set forth in this response.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the Trademark and Domain Name Assignment Agreement between Apple and Family Systems, dated January 26, 2010.

108. The denial in paragraph 96 of the ANSWER.

RESPONSE TO TOPIC NO. 108:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this

response. Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

109. The denial in paragraph 98 of the ANSWER.

RESPONSE TO TOPIC NO. 109:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

110. The denial in paragraph 100 of the ANSWER.

RESPONSE TO TOPIC NO. 110:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

111. The denial in paragraph 102 of the ANSWER.

RESPONSE TO TOPIC NO. 111:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

112. The denial in paragraph 104 of the ANSWER.

RESPONSE TO TOPIC NO. 112:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

113. APPLE's claim in paragraph 107 of the ANSWER that, APPLE's federal trademark registrations Nos. 2,470,147 and 2,446,634 "are part of Apple's family of 'i _____' marks [sic], which also include IPAD, IPOD, IPHONE and ITUNES."

RESPONSE TO TOPIC NO. 113:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 4, as if fully set forth in this response as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 107 of Apple's affirmative defenses as a "claim," and to the extent it inaccurately quotes that paragraph.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the statement in paragraph 107 of the ANSWER that Apple's federally-registered trademarks IBOOK and IBOOKS (Registration Nos. 2,470,147 and 2,446,634, respectively) "are part of Apple's family of 'i _____' marks, which also include IPAD, IPOD, IPHONE and ITUNES."

114. APPLE's claim in paragraph 108 of the ANSWER that, "Apple's use of the IBOOK and IBOOKS marks has been squarely within the scope of its registrations".

RESPONSE TO TOPIC NO. 114:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraph 4, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 108 of Apple's affirmative defenses as a "claim."

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about the statement in paragraph 108 of the ANSWER that "Apple's use of the IBOOK and IBOOKS marks has been squarely within the scope of its registrations."

115. APPLE's claim in paragraph 114 of the ANSWER that "Plaintiffs do not own any protectable trademark rights in the words 'ibooks' or 'ipicturebooks.'"

RESPONSE TO TOPIC NO. 115:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 114 of Apple's affirmative defenses as a "claim." Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

116. APPLE's claim in paragraph 115 of the ANSWER that "Plaintiffs abandoned any purported trademarks they may have had, if any, in the words 'ibooks' or 'ipicturebooks.'"

RESPONSE TO TOPIC NO. 116:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 115 of Apple's affirmative defenses as a "claim." Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

117. APPLE's claim in paragraph 116 of the ANSWER that "Plaintiffs do not own any protectable trademark rights that have priority over Apple's marks."

RESPONSE TO TOPIC NO. 117:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 116 of Apple's affirmative defenses as a "claim." Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

118. APPLE's claim in paragraph 117 of the ANSWER that "There is no likelihood of confusion, mistake, or deception based on Apple's use of its marks."

RESPONSE TO TOPIC NO. 118:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 117 of

Apple's affirmative defenses as a "claim." Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

119. APPLE's claim in paragraph 118 of the ANSWER that "Plaintiffs' claims are barred in whole or in part by the doctrines of acquiescence, estoppel and unclean hands."

RESPONSE TO TOPIC NO. 119:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 118 of Apple's affirmative defenses as a "claim." Apple further objects to this Topic because it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law.

120. APPLE's claim in paragraph 119 of the ANSWER that "Apple's actions were innocent and non-willful."

RESPONSE TO TOPIC NO. 120:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 4, 11 and 12, as if fully set forth in this response. Apple also objects to this Topic to the extent it mischaracterizes paragraph 119 of Apple's affirmative defenses as a "claim." Apple further objects to this Topic to the extent it seeks testimony from a fact witness on behalf of Apple as to a conclusion of law, rather than testimony as to underlying facts.

Subject to and without waiving the foregoing objections, Apple agrees to designate a witness to testify at a mutually-agreed upon time and location in accordance with Rule 30(b)(6) about Apple's good faith adoption of the mark IBOOKS.

121. Any inquiry, investigation, or SURVEY conducted by APPLE, or any PERSON(S) acting for or on behalf of APPLE, regarding any of the issues in this civil action.

RESPONSE TO TOPIC NO. 121:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3 and 4, as if fully set forth in this response. Apple also objects to this Topic because it seeks expert testimony.

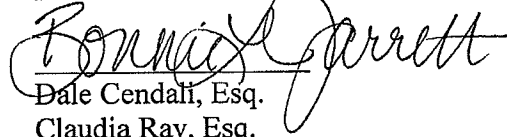
122. Any expert opinions, consultations, statements, and/or advice with regard to this subject matter and/or any of the issues involved in this civil action.

RESPONSE TO TOPIC NO. 122:

Apple incorporates the above-stated General Objections, including without limitation the objections enumerated above in paragraphs 3 and 4, as if fully set forth in this response. Apple also objects to this Topic because it seeks expert testimony.

Dated: July 16, 2012
New York, New York

KIRKLAND & ELLIS LLP



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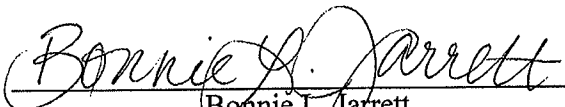
CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2012, I caused a true and correct copy of the foregoing
**DEFENDANT APPLE INC.'S AMENDED RESPONSES AND OBJECTIONS TO
PLAINTIFFS' NOTICE OF DEPOSITION OF DEFENDANT APPLE INC. PURSUANT
TO FED. R. CIV. P. 30(b)(6)** to be served via email and Federal Express upon the following
individuals:

Partha P. Chattoraj
David Shaiman
Allegaert Berger & Vogel LLP
111 Broadway, 20th Floor
New York, NY 10006

Robert L. Raskopf
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010

Dated: July 16, 2012


Bonnie L. Jarrett