

**EXHIBIT 84**

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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,

Plaintiff,

vs.

Case No. 11-CIV4060 (DLC)

APPLE, INC.,

Defendant.

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

Reported by:

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

JOB NO. 53418

1 asking not you.

2 BY MR. CHATTORAJ:

3 Q. Did Apple at that time believe that Family  
4 Systems had generated goodwill in its connection  
5 with the use of "ibook" mark?

6 MS. CENDALI: I'll let him answer that with  
7 the agreement that it's not a waiver of the  
8 privilege.

9 MR. CHATTORAJ: Agreed.

10 THE WITNESS: Family Systems used the mark  
11 for some time, so there was some -- we would think  
12 there would be some goodwill associated with the --  
13 with the mark. We didn't really care how much  
14 goodwill. We just wanted all of the goodwill to be  
15 assigned with the marks to Apple.

16 BY MR. CHATTORAJ:

17 Q. So whatever goodwill had been generated you  
18 wanted to make sure was transferred with the mark;  
19 right?

20 A. Correct.

21 Q. Why?

22 MS. CENDALI: I'll let him answer with the  
23 same understanding about no waiver of the privilege.

24 THE WITNESS: In the -- the symbol, since  
25 that's what a trademark, is it's a symbol of