

EXHIBIT 87

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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

Plaintiffs,

vs.

No. 11-cv-4060 (DLC)

APPLE, INC.,

Defendant.

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VIDEOTAPED DEPOSITION OF Philip G.
Hampton, II, taken by Plaintiffs, pursuant to
Agreement, at the offices of Quinn Emanuel Urquhart
& Sullivan LLP, 51 Madison Avenue, New York, New
York, on Thursday, November 29, 2012, commencing at
9:17 a.m., before Chandra D. Brown, a Registered
Professional Reporter and Notary Public within and
for the State of New York.

Job No: 27911

1 P. Hampton - 11/29/12

2 MR. VISCOUNTY: Objection.

3 A You have to repeat the question. I don't
4 understand what you're --

5 Q Did you conduct an investigation to
6 determine whether -- withdrawn.

7 Is there anywhere in your report any
8 discussion of -- directly of the -- of whether
9 or not the transfer of trademark rights from
10 Family Systems to Apple for the iBooks mark and
11 Registration '634 was valid or not?

12 MR. VISCOUNTY: Objection.

13 A If you mean by "direct," did I say the
14 transfer from Family Systems to Apple was
15 valid, or at least was not a
16 assignment-in-gross, the answer to that
17 question is no. There is no place in my report
18 that specifically states that.

19 Q All right.

20 MR. RASKOPF: Counsel, just for the
21 record, to the extent that there is going to be
22 any testimony in this area, I just want to
23 reflect for the record that Rule 26a2B(1)
24 requires that a testifying expert must disclose
25 a written report containing a complete

1 P. Hampton - 11/29/12

2 beginning with "Kane on Trademark" Section
3 21:4, was marked as Hampton Exhibit 4 for
4 identification as of this date by the
5 reporter.)

6 MR. VISCOUNTY: Phil, before he asks
7 questions about exhibits, take your time and
8 read it, please.

9 BY MR. RASKOPF:

10 Q I'm directing your attention to 21:4,
11 entitled "Consequences of Invalid Assignment,"
12 from "Kane on Trademark Law."

13 A (Witness views document.)

14 Yes, I've read it.

15 Q Okay. Great.

16 I'm going to read into the record the
17 first paragraph, and tell me if -- whether
18 there's anything in it that you disagree with:

19 "Where goodwill does not accompany the
20 mark, the assignment may be called an
21 assignment-in-gross or a naked assignment.
22 Whatever it is called, an assignment without
23 goodwill is invalid, and the assignee cannot
24 rely on the assignor's rights. For example,
25 the assignee cannot tack the on assignor's