

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

**CERTIFIED  
TRANSCRIPT**

SOFTWARE RIGHTS ARCHIVE, LLC )

v. )

) Civil Case No.  
) 2:07-cv-511(CE)

GOOGLE INC., YAHOO! INC., IAC )  
SEARCH & MEDIA, INC., AOL, )  
LLC, AND LYCOS, INC. )

October 2, 2008  
7:51 a.m.

The Videotaped Deposition of DANIEL EGGER,  
taken pursuant to notice on behalf of the  
Defendants, at the Marriott Hotel at Research  
Triangle Park, 4700 Guardian Drive, Durham, North  
Carolina 27703, before Suzanne G. Patterson,  
Registered Professional Reporter and Notary Public.

**EXHIBIT 1**

1 signature does not appear on that document, on Exhibit  
2 A, correct?

3 A. Just my initials.

4 Q. Did you attempt to have an officer of Site  
5 Technologies, Inc. at any point execute Exhibit A as an  
6 independent document?

7 A. I understood this was one document, I signed  
8 it, Jeff signed it, I paid him the money, I bought the  
9 patents, and that was about my extent of my knowledge  
10 of it at the time.

11 MR. WALSH: I'm going to object to the answer  
12 as nonresponsive.

13 BY MR. HUNG:

14 Q. I'm sorry. All I'm trying to find out is, did  
15 you ever separate this Exhibit A, send it to anyone at  
16 Site Technologies, Inc. and ask them to execute it?

17 A. I don't believe so, no.

18 Q. To make sure I didn't miss something, the  
19 underlying section that, under -- under which your  
20 initials appear, you have no recollection as to what  
21 that underlining refers to, correct?

22 A. Yeah. No, I don't know what that's about.

23 Q. Do you recall whether you paid, actually paid  
24 Site Technologies, Inc. a hundred thousand dollars in  
25 cash for the assets relating to the 1998 Bill of Sale?

1 Q. -- assignor hereby covenants and agrees that it  
2 has. Do you see that sentence?

3 A. Yes.

4 Q. Do you agree that the statement, assignor  
5 hereby covenants and agrees that it has full rights to  
6 convey the entire interest herein assigned, is an  
7 incorrect statement?

8 A. No.

9 Q. Let me parse this slightly. Would you agree  
10 that in February 2005, Site/Technologies/Inc. did not  
11 have the full right to convey the entire interest in  
12 the patents identified in Schedule A?

13 A. They'd already -- they'd already been  
14 transferred it me, had already been sold to me at that  
15 time.

16 Q. So, do you agree that in February 2005, Site  
17 Technologies, Inc. did not have the full right to  
18 convey the entire interest in the patents identified in  
19 Schedule A?

20 A. My understanding was that nothing was actually  
21 transferred or assigned by this document, this was  
22 purely for notice. We needed to get something on file.

23 Q. If you look at the first sentence in the third  
24 paragraph in this document, Assignment of Patent, you  
25 will see that it uses the present tense in stating that

1 the assignor hereby sells, assigns, and transfers to  
2 assignee the entire right, title, and interest in and  
3 to the patents. Do you see that?

4 A. Yes, I do.

5 Q. To the extent that this document purported to  
6 currently, contemporaneously, assign the entire right,  
7 title, and interest in the patent identified in  
8 Schedule A, this document would be false, correct?

9 A. Could you repeat the question?

10 Q. Sure. The statement in the first sentence of  
11 paragraph 3, which states in relevant part, that the  
12 assignor hereby assigns -- hereby sells, assigns, and  
13 transfers to assignee the entire right, title, and  
14 interest in and to the patents, that statement is  
15 false, correct?

16 A. I don't know if you can read part of the  
17 sentence without the whole sentence, that's the problem  
18 I'm having with your question.

19 Q. Okay. Let me try it this way. Do you agree  
20 that paragraph 3 of the Assignment of Patent, dated  
21 February 11, 2005, is inaccurate?

22 A. No, I don't really agree with that, no.

23 Q. So, it's your understanding that as of  
24 February 11th, 2005, Site/Technologies/Inc., on that  
25 date sold, assigned, and transferred to you the entire

1 right, title, and interest to the patents identified in  
2 Schedule A?

3 A. No, it didn't happen on that date and we were  
4 attempting to use the document to describe events that  
5 had happened in the past.

6 Q. Even though you were attempting to describe  
7 events that happened in the past, you chose to use the  
8 present tense in this document, correct?

9 A. Yes.

10 Q. And the use of the present tense was incorrect,  
11 correct?

12 A. Well, I was told by my attorney, Chris Lynch,  
13 that this was the correct form to provide this notice,  
14 and he gave it to me this way and I relied on his  
15 advice and I signed it and we filed it.

16 MR. WALSH: I'm going to object to the answer  
17 as nonresponsive.

18 BY MR. HUNG:

19 Q. As you sit here today, you would agree with me  
20 that the use of the present tense in paragraph 3 in  
21 discussing, hereby sells, assigns, and transfers to  
22 assignee the entire right, title, and interest, that  
23 use of the present tense is incorrect, right?

24 A. I would agree with you that it would have been  
25 better to use the past tense.

1 Q. You were not attempting to provide notice of  
2 from whom you acquired the patents?

3 A. I -- I was trying to provide notice that I  
4 owned them and I wasn't aware that there was a  
5 meaningful distinction between Site Technologies with  
6 or without a Slash.

7 Q. Do you understand that there is a distinction  
8 between a corporation in Delaware and a corporation in  
9 California?

10 A. Of course, yes, of course.

11 Q. Do you understand that the 2005 Assignment of  
12 Patent refers to Site/Technologies/Inc., a Delaware  
13 Corporation, correct?

14 A. Yes, yes.

15 Q. And this document was supposed to provide  
16 notice of a transfer to you that occurred in 1998,  
17 correct?

18 A. Also correct, yes.

19 Q. And that transfer that is reflected in the 1998  
20 bill of sale, that had been a transfer between Site  
21 Technologies, Inc., a California Corporation, to you,  
22 correct?

23 A. You know, I'm not really sure right now, I'm  
24 not really sure right now about the distinction between  
25 Site with a Slash and Site without a Slash as of 1998.

1 sale to me in the filing that we made in  
2 February 2005.

3 BY MR. HUNG:

4 Q. Are you aware of any documents in the 2005 time  
5 frame during which this 2005 assignment was recorded  
6 that used this notice of sale terminology?

7 A. There's many documents that I'm aware of but I  
8 don't know whether they use that term or not.

9 Q. Did you and Mr. Lynch discuss in the 2005 time  
10 frame the fact that absent this 2005 Assignment of  
11 Patent, you would be unable to record notice of the  
12 sale of the patents to you with the Patent and  
13 Trademark Office?

14 A. The way it was put to me was, we should provide  
15 notice of the sale to you before we file the notice of  
16 assignment from me to Software Rights Archive, Inc.

17 Q. Why did Mr. Lynch tell you this was necessary?

18 MR. KAPLAN: Objection; form.

19 THE WITNESS: I don't know.

20 BY MR. HUNG:

21 Q. Did he tell you why this was necessary?

22 A. He said that you're supposed to provide notice  
23 and there was no notice of the 1998 sale, and we should  
24 provide it.

25 Q. He told you that you should provide notice of

1       Q.    Mr. Lynch, in his Declaration, refers to this  
2 concept of the winding-up authority of the companies.  
3 My question for you is, did you discuss this concept of  
4 winding-up authority with Mr. Lynch?

5       A.    Not really, no.

6       Q.    You and Mr. Lynch never discussed whether you  
7 were empowered as a former executive of  
8 Site/Technologies/Inc. to execute the February 2005  
9 assignment on behalf of Site/Technologies/Inc., is that  
10 right?

11       A.    Can you ask the question a little simpler, I  
12 lost the thread there, I'm sorry.

13       Q.    Sure. Sure. Did you and Mr. Lynch ever  
14 discuss whether you were empowered as a former  
15 executive of Site/Technologies/Inc. to execute the  
16 February '05 assignment on behalf of  
17 Site/Technologies/Inc.?

18       A.    Okay. We never discussed it on behalf of  
19 Site/Technologies/Inc., I didn't distinguish these  
20 different entities. We did discuss that I had the  
21 authority to sign the document, the February 11th, 2005  
22 Assignment, he said that I had the authority to sign it  
23 as a former officer.

24       Q.    As a former officer at any point in time, you  
25 had the authority to sign the February 2005 document?



## C E R T I F I C A T E

STATE OF NORTH CAROLINA:  
COUNTY OF WAKE:

I, Suzanne G. Patterson, do hereby certify that I placed under oath the deponent, Daniel Egger, at the time and place herein designated.

Witness my hand this 7th day of October, 2008.

Suzanne G. Patterson, RPR  
Notary Public, County of Wake  
State of North Carolina  
My Commission Expires: 9/5/2010

I, Suzanne G. Patterson, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings at the time and place herein designated; and that the foregoing pages constitute a true, complete and accurate transcription of my said stenotype notes.

I further certify that I am not of counsel for, related to, or employed by any party hereto or attorney involved herein, nor am I financially interested in the outcome of this action.

Witness my hand this 8th day of October, 2008.

*Suzanne G. Patterson* <sup>OK</sup>  
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Suzanne G. Patterson, RPR  
Notary Public, Wake County  
State of North Carolina  
My Commission Expires: 9/5/2010