

EXHIBIT 21

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

**BEDROCK COMPUTER
TECHNOLOGIES LLC,**

Plaintiff,

v.

**SOFTLAYER TECHNOLOGIES, INC.,
et al.**

Defendants.

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CASE NO. 6:09-cv-269-LED

Jury Trial Demanded

**PLAINTIFF’S SECOND RULE 30(B)(6) DEPOSITION
NOTICE TO DEFENDANT YAHOO! INC.**

To: Defendant, Yahoo! Inc., by and through its attorney of record, Yar R. Chaikovsky, MCDERMOTT WILL & EMERY LLP, 275 Middlefield Road, Suite 100, Menlo Park, California 94025.

In accordance with Federal Rule of Civil Procedure 30(b)(6), please take notice that Plaintiff Bedrock Computer Technologies LLC (“Plaintiff” or “Bedrock”), by and through its counsel, will take the oral deposition of Defendant Yahoo! Inc. (“Yahoo!” or “Defendant”), commencing August 31, 2010, at 1:00 p.m., and continuing from day to day until completed, at the offices of McKool Smith P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201 or such other location, date, and time mutually agreed upon by the parties.

The deposition will be conducted before an officer authorized to administer oaths. The deposition will be recorded stenographically and will be videotaped.

Bedrock will examine Yahoo!’s representative on the matters in the numbered paragraphs set forth below in **Schedule A**. In accordance with Federal Rule of Civil Procedure 30(b)(6), Yahoo! is to designate one or more persons to testify on Yahoo!’s behalf with respect to the matters described in **Schedule A** and set forth, for each individual designated, the matters on which the individual will testify, no later than five (5) business days before the depositions.

Date: July 14, 2010.

Respectfully submitted,

/s/ Jason D. Cassady

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**ATTORNEYS FOR PLAINTIFF
BEDROCK COMPUTER
TECHNOLOGIES LLC**

CERTIFICATE OF SERVICE

The undersigned certifies that, on July 14, 2010, the foregoing document was served on counsel of record via Electronic Mail.

/s/ Jason D. Cassady

Jason D. Cassady

SCHEDULE A

Definitions

1. “Yahoo!,” “Defendant,” “you,” and “your” means Defendant Yahoo! Inc., and any past or present predecessor, successor, parent, subsidiary, division or affiliate thereto, and all persons (defined below) acting on their behalf including, without limitation, present and former officers, directors, employees, attorneys, agents, and representatives thereof.

2. “Bedrock” means Plaintiff Bedrock Computer Technologies LLC, and their subsidiaries, divisions, affiliates, present and former officers and directors, employees, agents, and all of those persons (defined below) acting on their behalf.

3. “Person” means any natural person, corporation, or other business, legal or governmental entity or association, as well as all officers, directors, employees, agents, and attorneys thereof.

4. The term “any” or “each” should be understood to include and encompass “all.”

5. The terms “and,” “or” and “and/or” shall be construed either conjunctively or disjunctively so as to include the broadest meaning possible.

6. The term “120 patent” or “patent-in-suit” refers to United States Patent No. 5,893,120, entitled “Methods and Apparatus for Information Storage and Retrieval Using a Hashing Technique with External Chaining and On-the-Fly Removal of Expired Data.”

7. “Accused Version of Linux” means the following Linux kernel versions or software based on the following Linux kernel versions: 2.4.22.x, 2.4.23.x, 2.4.24.x, 2.4.25.x, 2.4.26.x, 2.4.27.x, 2.4.28.x, 2.4.29.x, 2.4.30.x, 2.4.31.x, 2.4.32.x, 2.4.33.x, 2.4.37.x, 2.6.0.x, 2.6.1.x, 2.6.2.x, 2.6.3.x, 2.6.4.x, 2.6.5.x, 2.6.6.x, 2.6.7.x, 2.6.8.x, 2.6.9.x, 2.6.10.x, 2.6.11.x, 2.6.12.x, 2.6.13.x, 2.6.14.x, 2.6.15.x, 2.6.16.x, 2.6.17.x, 2.6.18.x, 2.6.19.x, 2.6.20.x, 2.6.21.x,

2.6.22.x, 2.6.23.x, 2.6.24.x, 2.6.25.x, 2.6.26.x, 2.6.27.x, 2.6.28.x, 2.6.29.x, 2.6.30.x, 2.6.31.x, or versions beyond 2.6.31.x.

8. The term “related to” mean anything that constitutes, contains, evidences, embodies, comprises, reflects, identifies, states, refers to, deals with, comments on, responds to, describes, analyzes or is, in any way, relevant to that subject.

Topics

1. For each Defendant's business unit using, running, or relying upon to any degree a server or network of servers executing any Accused Version of Linux, for each quarter from 2003 to the present, the following world wide financial information: (a) revenues net of any returns, allowances, or credits; (b) costs; (c) all other expenses, with the data segregated by whatever classifications Defendant makes in its normal course of business; (d) profits before taxes net of any returns, allowances, or credits.

2. For each Defendant's business unit using, running, or relying upon to any degree a server or network of servers executing any Accused Version of Linux, for each quarter from 2003 to the present, the following United States financial information: (a) revenues net of any returns, allowances, or credits; (b) costs; (c) all other expenses, with the data segregated by whatever classifications Defendant makes in its normal course of business; (d) profits before taxes net of any returns, allowances, or credits.

3. The identity, content, and interpretation of documents sufficient to show financial data requested by Topic 1 and 2.

4. The identity of all persons who have knowledge related to the information requested by Topics 1 through 3.

5. For each Defendant's business units falling under topic 1 and 2, any and all reasons why the revenue earned by each business unit would not be susceptible or vulnerable in any way or by any degree to a denial of service attack against the Linux servers that business unit uses or utilizes in any way. Included in this topic, without limitation, is the dollar amount of any revenue that would be unaffected by a denial of service attack against the Linux servers that that business unit uses or utilizes in any way.

6. For each Defendant's business units falling under topic 1 and 2, the cost, in terms of dollars, of downtime, for each and every duration of downtime, for each business unit.

7. For each Defendant's business units falling under topic 1 and 2, the reasons why the revenue earned by each business unit would be susceptible or vulnerable in any way or degree to a denial of service attack against the Linux servers that business unit uses or utilizes in any way. Including, but not limited to, the dollar amount of any revenue that would be affected by a denial of service attack against the Linux servers that business unit uses or utilizes in any way.

8. For the business units identified under Topics 1 and 2, for each quarter from 2003 to the present (or by year if the information is not available by quarter), the identity of the product and companies that compete with them, the market which they are part of, and the market share of the competitors in the market.

9. The identity, content, and interpretation of: (a) any patent license produced or identified by Defendant in this case, (b) any patent license agreements executed within the past ten years to which you are a party, (c) any patent license that pertains to any computer equipment configured with or utilizing software based on one or more of the versions of Linux of which you are aware, and (d) any patent license that pertains to any version of Linux of which you are aware.

10. The facts and circumstances surrounding the negotiation and signing of the patent licenses identified in response to Topic 8, including without limitation the persons involved in the negotiation, the persons involved in the ultimate decision to execute the license, the persons involved in the execution of the license, the terms, nature and scope of the licenses, whether the licenses contemplate lump sum payments or running royalties, the stated or implied royalty rate,

the duration of the licenses and whether the licenses are restricted in any way, and the identity and location of documents sufficient to show the foregoing.

11. For Bedrock's patent-in-suit, any information that would affect, either positively or negatively, the reasonable royalty to be awarded to Bedrock in this action.

12. Defendant's patent licensing efforts.

13. Any established policy, procedure, or program related to licensing (in-bound or out-bound) or use of intellectual property by Defendant.

14. The bases for customer demand or preference for reliable web service.

15. Any consumer research or studies undertaken with respect to servers or networks of servers executing any Accused Version of Linux that concern its absolute or relative advantages or benefits.

16. The identity, content, and interpretation of any marketing material, training material, and/or instructions for use related to servers or networks of servers executing any Accused Version of Linux

17. The Defendant's responses to Plaintiff's interrogatories #1, #2, and #4.

18. The actual or anticipated cost of designing around the Patent-in-Suit including without limitation, the cost of equipment, materials, manpower and facilities for such a design around and any cost from loss of sales or market share from such a design around, and the commercial acceptability of such a design around in the marketplace.

19. All efforts made by Defendant to design around the Patent-in-Suit.

20. Any allegedly non-infringing alternatives to the invention claimed in the Patent-in-Suit and the acceptability of such allegedly non-infringing alternatives in the marketplace.

21. Any valuation or appraisal of intellectual property created or updated since 2000 concerning intellectual property assets held or acquired by Defendant.

22. The dates on which Defendant first made, used, and/or sold a server or network of servers executing any Accused Version of Linux.

23. The date, time, duration, and cause of any downtime or outage of any server or network of servers executing any Accused Version of Linux.

24. The date, time, duration, and cause of any downtime or outage of any server or network of servers.

25. The identity, content, and interpretation of any documentation related to topic 22 through 24.

26. Any and all marketing or promotional material related to any Accused Version of Linux.

27. Any and all marketing or promotional material related to the reliability of your services and/or products.