

Exhibit 6

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

I/P ENGINE, INC.,)	
)	
Plaintiff,)	
v.)	Civ. Action No. 2:11-cv-512
)	
AOL, INC. et al.,)	
)	
Defendants.)	
)	

**PLAINTIFF I/P ENGINE, INC.’S
FIRST DAMAGES RULE 30(b)(6) NOTICE OF DEPOSITION OF
DEFENDANT GOOGLE, INC.**

PLEASE TAKE NOTICE that Plaintiff I/P Engine, Inc. (“I/P Engine”), by and through its attorneys, will take the deposition upon oral examination of Defendant Google, Inc. (“Google”) pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and the Local Rules of the Eastern District of Virginia. The deposition will take place at 9 AM on May 4, 2012 at the offices of Dickstein Shapiro LLP, 1825 Eye Street, NW, Washington, DC 20006, or such other time, day, and location as may be mutually agreed upon by counsel. The deposition will continue from day to day until completed, with such adjournments as to time and place as may be necessary. The deposition will be made before an officer authorized to administer an oath and will be recorded by stenographic and/or videographic means.

PLEASE TAKE FURTHER NOTICE that Google shall designate, pursuant to Rule 30(b)(6), one or more officers, directors, managing agents, or employees (or other persons) who are competent, consent to testify on behalf of Google, and have the best overall knowledge of all matters known or reasonably available to Google of each of the following topics, and, for each person so designated, Google shall set forth in a written response each of the subjects to which

each designee will testify. Pursuant to the Discovery Plan, Google shall attempt in good faith to identify, for each person designated, the topics on which the witness is being offered to testify seven days in advance of the agreed-upon deposition date.

DEFINITIONS

For purposes of this Notice, the following definitions apply:

A. “Defendant Google, Inc.” means the Defendant in this lawsuit, Google, Inc. and includes its respective predecessors, subsidiaries, divisions, parents or otherwise related entities and/or divisions thereof, and includes directors, officers, present and former employees, agents, representatives and attorneys of such entities and/or divisions thereof.

B. “I/P Engine” means the Plaintiff in this lawsuit, I/P Engine, Inc.

C. “Quality Score” means the “quality score” referenced internally on G-IPE-0146189 and externally in IPE 0000079.

D. “LPQ Score” means the “LPQ score” referenced on G-IPE-0146189 and externally as “landing page” in IPE 0000079.

E. “QBB pCTR” means the “QBB pCTR” referenced on G-IPE-0146189. This score is used in “Quality Score” for disabling.

F. “Relevance” means the “Relevance score” referenced internally on G-IPE-0146189 and externally in IPE 0000079.

G. “Ad Coverage” means the percentage of ad impressions that one generates compared to the overall volume of available impressions on the Google Network.

H. “Ad Depth” means the average number of advertisements that one views after performing a search.

I. “Other search advertising systems” means the search advertising systems of the other defendants and any other third parties.

K. “Google AdWords” means Google’s advertising program that serves Search Ads (as defined on G-IPE-0096924) and displays advertisements alongside Google’s query-based search results. Google AdWords is one of the accused products in the present litigation.

L. “Google AdSense for Search” means Google’s advertising program that allows third parties to monetize searches on their websites (as defined on G-IPE-0096924) and allows websites to display advertisements alongside their query-based search results. Google AdSense for Search is one of the accused products in the present litigation.

N. “Click Through Rate” or “CTR” means the ratio of clicks to impressions for an ad or page as defined on G-IPE-0096925.

O. “The Overture System” means the search advertising program that was offered by Overture Services, Inc. and was the subject of a license agreement between Yahoo! and Google.

TOPICS

1. Identification and technical explanation of any and all non-infringing alternatives on which Google intends to rely upon to support a claim and defense.

2. The percentage of total search advertising results for which Google AdWords and Google AdSense for Search (rather than other search advertising systems) was used by end users, and the amount and percentage of Google’s gross and net search advertising revenue derived from:

- a. Google AdWords;
- b. Google AdSense for Search;
- c. systems Google intends to rely upon as non-infringing alternatives; and
- d. other search advertising systems.

3. The actual, budgeted and projected sales/revenues (gross and net), profits and loss, incremental and marginal profits, and direct and overhead/allocated costs of Google AdWords

and Google AdSense for Search including, but not limited to, revenue per search calculations accounting for Ad Coverage, Ad Depth, click through rate, and cost per click.

4. The percentage of revenue increase that in-house testing (or other projections) performed by Google (or on Google's behalf) show is attributed to Quality Score, including:

- a. nature and scope of the testing;
- b. actual, budgeted and projected revenue increase;
- c. actual, budgeted and projected revenue increase due to adding Relevance and the LPQ Score into Quality Score;
- d. actual, budgeted and projected revenue increase due to adding the combination of such content relevancy factors with click through rate data; and
- e. changes in revenue per search, AdCoverage, AdDepth, click through rate, cost per click, and conversion rate.

5. Revenue sharing and profit sharing arrangements with co-defendants of Google AdSense for Search.

6. The time and costs expended on the researching, designing, developing and testing of Quality Score.

7. The actual, budgeted and projected sales/revenues (gross and net), profits and loss, incremental and marginal profits, and direct and overhead/allocated costs of any non-infringing alternatives Google intends to rely upon to support a claim or defense.

8. Google's pricing (including without limitation revenue sharing) strategies, evaluations of competitor's prices and pricing strategies, and Google's determination of prices to charge for allowing non-Google websites to use Google AdWords and Google AdSense for Search.

9. Experiments or tests of search advertising systems that were evaluated relative to the decision to implement the commercial version of Quality Score including, but not limited to, Google's evaluations, assessments, and analyses of the commercial success of Quality Score.

10. Comparisons and evaluations directed to the differences between the average revenue per search, gross and net revenue, ad search results quality, and conversion rates of Google AdWords and Google AdSense for Search, and of the non-infringing alternatives on which Google intends to rely upon to support a claim and defense including, but limited to, the Overture system.

11. Google's marketing, business and sales strategy and plans for Quality Score, including, but not limited to, Google's reasons for implementing, and if applicable for de-implementing, Quality Score, and Google's marketing, advertising, and/or other written statements and documents about the advantages and benefits of Quality Score, in general and as compared to other search advertising systems.

12. The market share of Google AdWords and Google AdSense for Search in the search advertising market, including comparisons between Google AdWords and Google AdSense for Search and Google's other search advertising systems, and as compared to Google's competitors search advertising systems.

13. License agreements and/or covenants not to sue to which Google is a party relating to the grant of rights and/or covenants in search advertising technologies including, but not limited to, Google's licensing policies and strategies for Google AdWords and Google AdSense for Search and more generally for search advertising technologies.

14. Negotiation and evaluation of license agreements, covenants not to sue, settlement agreements, and/or agreements relating to the purchase and/or sale of patents or non-patented search advertising technologies.

15. Agreements to which Google is a party relating to search advertising patents or in which rights in search advertising technologies are granted.

16. Google's indemnification policy, and its indemnification obligations to co-defendants, related to Google AdWords and Google AdSense for Search

17. The complete and full factual basis for Google's assertion of paragraph 140 of its First Amended Answer asserting "Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of laches and estoppel."

18. The complete and full factual basis for Google's assertion of paragraph 141 of its First Amended Answer asserting "Plaintiff's ability to recover damages is limited by the provisions of 35 U.S.C. §§ 286-287."

Dated: April 2, 2012

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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of April, 2012, the foregoing **PLAINTIFF I/P ENGINE, INC.'S FIRST LIABILITY RULE 30(b)(6) NOTICE OF DEPOSITION OF DEFENDANT GOOGLE, INC.**, was served via email, on the following:

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