

Exhibit 1

From: Emily O'Brien <emilyobrien@quinnemanuel.com>
Sent: Monday, October 22, 2012 7:56 PM
To: zz-IP Engine; W. Ryan Snow (wrsnow@cwm-law.com); Donald C. Schultz (dschultz@cwm-law.com)
Cc: QE-IP Engine; Stephen E. Noona (senoona@kaufcan.com)
Subject: I/P Engine
Attachments: Blais Part 2.pdf; Blais Part 1.pdf

Defendants intend to call the following witnesses by live testimony on Wednesday:

Gary Culliss
Ruben Ortega
Dr. Ungar

Defendants intend to call Mark Blais by deposition testimony on Thursday.

Thank you,
Emily


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 Blas, Mark (Vol. 01) - 07/31/2012

1 CLIP (RUNNING 00:18:28.000)

 Good morning. Could you please state your ...

MB-0731-00603

52 SEGMENTS (RUNNING 00:18:28.000)



1. PAGE 6:03 TO 6:06 (RUNNING 00:00:10.000)

03 Q. Good morning. Could you please state your
04 name and address for the record?
05 A. Mark Blais. My address is 1241 Adams
06 Street, Dorchester, Mass. 02124.

2. PAGE 8:11 TO 8:13 (RUNNING 00:00:05.000)

11 Q. What was your next position after leaving
12 Goodwin Procter?
13 A. Associate general counsel at Lycos.

3. PAGE 8:21 TO 9:01 (RUNNING 00:00:11.000)

21 Q. How long were you associate general counsel
22 at Lycos?
23 A. Through sometime in 2006.
24 Q. What was your next position at Lycos?
00009:01 A. Deputy general counsel.

4. PAGE 9:12 TO 9:19 (RUNNING 00:00:23.000)

12 Q. How long were you deputy general counsel
13 for Lycos?
14 A. Through December of 2008.
15 Q. What was your next role at Lycos?
16 A. General counsel.
17 Q. Is that your current role?
18 A. Yes. I'm also general counsel of our
19 parent company as well now.

5. PAGE 9:23 TO 10:11 (RUNNING 00:01:03.000)

23 Q. What are your roles as general counsel?
24 What are your responsibilities as general counsel of
00010:01 Lycos?
02 A. Everything I've mentioned so far, except
03 that really any legal matter affecting the company
04 comes through me. So I now handle employment-
05 related issues as well as the entire intellectual
06 property portfolio, including trademarks.
07 In the past I was responsible for patents
08 but not trademarks. Now I handle trademarks and
09 domains, all disputes affecting the company, all
10 transactions related to the company, anything legal
11 related.

6. PAGE 27:09 TO 27:21 (RUNNING 00:00:45.000)

09 Q. Does Lycos currently use the Google AdSense
10 product?
11 A. Yes.
12 Q. Do you know when Lycos first began using
13 the Google AdSense product?
14 A. I don't know when we began to use that
15 product at first. I know we've used it for many,
16 many years, and that we've had many, many contracts
17 with Google over the last ten years, which has

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18 included both AdWords and AdSense at various times.
19 I believe AdSense has been constant for many years,
20 however. As long as I've been at the company we've
21 used AdSense.

7. PAGE 28:21 TO 29:07 (RUNNING 00:00:43.000)

21 Q. Do you know when Lycos first began using
22 AdSense for search?
23 A. I think, I don't know specifically when it
24 began, but as I said, we've gone back and forth
00029:01 between providers many times over the years. I know
02 back in, for instance, in 2002, I believe, we
03 switched from Overture at the time to Google, and
04 used Google for a number of years, and then we used
05 Ask Jeeves, and we went back to Google, and went
06 back to Ask, and went back to Yahoo!, and we're
07 currently with Yahoo!. I might have missed

8. PAGE 30:19 TO 30:21 (RUNNING 00:00:07.000)

19 Q. And you said in October of 2004 Terra sold
20 Lycos to Daum; is that right?
21 A. Yes.

9. PAGE 31:09 TO 31:10 (RUNNING 00:00:05.000)

09 Q. Do you know what the purchase price was?
10 A. 95 million.

10. PAGE 32:15 TO 32:18 (RUNNING 00:00:11.000)

15 Q. How about AdSense, do you know if Lycos was
16 using AdSense in 2004?
17 A. I believe we were, based on the fact that
18 I've seen contracts.

11. PAGE 57:17 TO 57:19 (RUNNING 00:00:08.000)

17 Q. How about in 2006, do you know if Lycos had
18 any preferences in licensing out its patents for a
19 lump sum versus a running royalty?

12. PAGE 57:21 TO 58:01 (RUNNING 00:00:21.000)

21 A. I wouldn't say there was really any
22 preferences.
23 Q. And similarly, do you know if Lycos had any
24 preference in licensing out its patents in 2005 as
00058:01 to a lump sum versus a running royalty?

13. PAGE 58:03 TO 58:04 (RUNNING 00:00:26.000)

03 A. No. We didn't attempt to license any
04 patents then.

14. PAGE 90:05 TO 90:19 (RUNNING 00:00:24.000)

05 Q. You said Lycos needed to become profitable
06 in this time frame. Was Lycos able to become
07 profitable in 2010?
08 A. 2009, we were, yes.
09 Q. How about 2008, was Lycos profitable in
10 2008?
11 A. No.
12 Q. How about 2007, was Lycos profitable?
13 A. No.
14 Q. 2006?
15 A. No.
16 Q. 2005?
17 A. No.

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18 Q. 2004?
19 A. No.

15. PAGE 96:12 TO 96:23 (RUNNING 00:00:30.000)

12 Q. Has anyone ever contacted Lycos to request
13 the license to the '420 patent?
14 A. No.
15 Q. Similarly, has anyone ever contacted Lycos
16 to request the license to the '664 patent?
17 A. No.
18 Q. Has Lycos ever contacted Google regarding
19 licensing the '420 patent?
20 A. Not that I'm aware of.
21 Q. Similarly, has Lycos ever contacted Google
22 regarding licensing of the '664 patent?
23 A. Not that I'm aware of.

16. PAGE 108:04 TO 108:06 (RUNNING 00:00:09.000)

04 Q. Has Lycos ever based any of its patent
05 licensing decisions on agreements between Overture
06 and third parties related to the '361 patent?

17. PAGE 108:08 TO 108:08 (RUNNING 00:00:02.000)

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

18. PAGE 110:05 TO 110:06 (RUNNING 00:00:07.000)

05 Q. Now as of 2004 was Lycos using Google-
06 sponsored listings?

19. PAGE 110:08 TO 110:10 (RUNNING 00:00:06.000)

08 A. I believe so.
09 Q. And as of 2004 was Google using -- was
10 Lycos using Google's AdSense for content product?

20. PAGE 110:12 TO 110:12 (RUNNING 00:00:02.000)

12 A. I believe so, yes.

21. PAGE 111:24 TO 112:01 (RUNNING 00:00:13.000)

24 Q. Similarly in 2005, was Lycos using Google's
00112:01 sponsored listings product?

22. PAGE 112:03 TO 112:10 (RUNNING 00:00:42.000)

03 A. In 2005?
04 Q. Uh-huh.
05 A. I believe so, yes.
06 Q. And was Lycos using the Google AdSense for
07 content product in 2005?
08 A. Yes.
09 Q. Do you have any reason that Lycos would not
10 have licensed the '420 patent to Google in 2004?

23. PAGE 112:13 TO 112:16 (RUNNING 00:00:10.000)

13 A. I have no idea.
14 Q. Do you know if there was any reason that
15 Lycos wouldn't have licensed the '664 patent to
16 Google in 2004?

24. PAGE 112:18 TO 112:21 (RUNNING 00:00:08.000)

18 A. Again, I have no knowledge.
19 Q. Same question with regards to 2005, is
20 there any reason that Lycos would not have licensed
21 the '420 patent to Google in 2005?

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25. PAGE 112:23 TO 113:01 (RUNNING 00:00:11.000)

23 A. I don't know.
24 Q. Is there any reason why Lycos would not
00113:01 have licensed the '664 patent to Google in 2005?

26. PAGE 113:03 TO 113:07 (RUNNING 00:00:14.000)

03 A. You mean if Google had approached Lycos for
04 a license?
05 Q. Right.
06 A. Obviously would depend on the financial
07 terms of -- other than that, no.

27. PAGE 114:17 TO 114:19 (RUNNING 00:00:10.000)

17 Q. Would Lycos be more willing to enter into a
18 patent license with a business partner if the
19 business were larger?

28. PAGE 114:21 TO 114:23 (RUNNING 00:00:06.000)

21 A. Again, we're talking about if the partner
22 approached us?
23 Q. Right.

29. PAGE 115:01 TO 115:03 (RUNNING 00:00:14.000)

00115:01 A. Probably.
02 Q. Would that have been true in the 2005 time
03 frame?

30. PAGE 115:05 TO 115:10 (RUNNING 00:00:53.000)

05 A. Yeah. It would depend on how big the
06 partner was, how close our relationship was, the
07 financial terms that were involved. It depends on a
08 lot of things. Certainly our relationship with the
09 partner and the size of that partner would be
10 relevant.

31. PAGE 116:08 TO 116:10 (RUNNING 00:00:10.000)

08 Q. Is there any reason why Lycos wouldn't have
09 licensed the '420 patent to Google for use with its
10 sponsored listing products in 2005?

32. PAGE 116:12 TO 116:13 (RUNNING 00:00:03.000)

12 A. Again, probably would depend on the
13 financial terms, but otherwise, no.

33. PAGE 118:22 TO 119:01 (RUNNING 00:00:16.000)

22 Q. Who currently owns Lycos?
23 A. Ybrant Digital Limited. Y-B-R-A-N-T.
24 Q. When did Ybrant acquire Lycos?
00119:01 A. October of 2010.

34. PAGE 122:24 TO 123:02 (RUNNING 00:00:08.000)

24 Was Lycos ever contacted about selling the
00123:01 '420 and '664 patents?
02 A. Not specifically.

35. PAGE 131:23 TO 132:14 (RUNNING 00:01:04.000)

23 Q. What patents were involved in that
24 negotiation?
00132:01 A. Well, I was contacted by another -- at that
02 time we were not, we did not -- let me step back.
03 We had received an offer from a third party, another

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04 party related to the patents in suit here.
05 Q. And who is that third party?
06 A. Stayko Staykov. And that is S-T-A-Y-K-O
07 S-T-A-Y-K-O-V.
08 Q. Who is Stayko Staykov?
09 A. He's from that Borat movie, I think. No,
10 he owns an intellectual property investment type of
11 company. I believe it was called Eidos, E-I-D-O-S,
12 if I remember correctly. And a smaller company.
13 And he's invested in intellectual portfolio s
14 before, and he contacted me.

36. PAGE 133:06 TO 133:11 (RUNNING 00:00:16.000)

06 Q. Did he make an offer to purchase the patent
07 of families at the time? The family of patents at
08 that time?
09 A. After our meeting he did some brief due
10 diligence and sent me some information about
11 himself, and then made an offer.

37. PAGE 135:04 TO 135:17 (RUNNING 00:00:56.000)

04 Q. After you reached out to Altitude Capital
05 did they respond?
06 A. In the meantime I met with Alex Burger's
07 company, then was Hudson Bay Capital, he came up and
08 met with me with one of his colleagues to discuss
09 this family of patents. He then went back and did
10 some very quick due diligence over a span of days,
11 and then made an offer, and I had not heard back
12 from Altitude yet, I conveyed the highest offer we
13 had to Altitude, and eventually Altitude came back
14 and made an offer. I conveyed all this to Staykov.
15 Staykov made more of an offer, and the three parties
16 basically negotiated off themselves until we finally
17 agreed at 3.2 million with Hudson Bay.

38. PAGE 136:02 TO 136:04 (RUNNING 00:00:15.000)

02 Q. So then the 3.2 is, the 3.2 million was the
03 highest offer that you received?
04 A. Yes, to date. Yeah, and Altitude basically

39. PAGE 137:14 TO 137:17 (RUNNING 00:00:10.000)

14 Q. Were there any factors that influenced
15 Lycos's decision to sell the '799 patent family to
16 Hudson Bay other than the 3.2 million purchase
17 price?

40. PAGE 137:19 TO 137:21 (RUNNING 00:00:10.000)

19 A. No. It was just all based on the highest
20 price we could get. And the size of Lycos, it was a
21 good amount of cash.

41. PAGE 138:11 TO 139:17 (RUNNING 00:02:05.000)

11 (Exhibit No. 17, marked; Letter dated May
12 16, 2011.)
13 Q. And obviously take your time to look at the
14 document, I will just first ask if you recognize the
15 document.
16 A. Yes, I recognize it.
17 Q. What is it?
18 A. This would be the letter of intent that
19 Lycos entered with Hudson Bay. It's a little
20 earlier in 2011 than I had remembered. I thought it
21 was June or July, but that's close enough.

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22 Q. I want to just look at the first page, the
23 section "form of acquisition."
24 A. Yes.
00139:01 Q. About maybe a third of the way down the
02 sentence that begins "The purchase agreement."
03 A. Yes.
04 Q. It refers to a royalty-free, worldwide
05 license back to the patents. Do you see that?
06 A. Yes.
07 Q. Do you know if Lycos placed any value on
08 the license back of the patents in this agreement?
09 A. Monetary value?
10 Q. Right.
11 A. No. It was more just cross our T's, dot
12 our I's and be protected going forward so nobody
13 could sue us on patents we sold, or I'd look like an
14 idiot.
15 Q. Do you know if at the time Lycos was
16 practicing any of the patents in Schedule A of this
17 agreement?

42. PAGE 139:19 TO 140:20 (RUNNING 00:01:31.000)

19 A. I really don't know.
20 Q. And just looking at the section No. 2,
21 purchase price, do you see that on the bottom of the
22 first page?
23 A. Yes.
24 Q. It refers to "Purchasers shall pay to the
00140:01 seller \$3,100,000 in exchange for the patent"; do
02 you see that?
03 A. Yes.
04 Q. Was that \$3.1 million an amount that was
05 proposed by Hudson Bay or by Lycos?
06 A. Hudson Bay, because at that point Lycos
07 wasn't throwing any numbers out there. To be honest
08 with you, I was being honest with all parties saying
09 I have a third-party offer, I can't tell you who it
10 is, but this is the offer. If you want to beat it,
11 beat it. And they kept on increasing the amount,
12 and until we get to the 3 million, and that's when
13 Altitude said this is our final offer. I don't
14 think Altitude didn't believe me that we had all
15 these other offers. And so I took them at their
16 word and Hudson Bay offered 3.1, that was the
17 highest, Eidos dropped out, I had heard final offer
18 from Altitude, accepted this offer and didn't go
19 back to Altitude, and Altitude was mad at that. And
20 I said don't say final offer if you don't mean it.

43. PAGE 145:18 TO 145:19 (RUNNING 00:00:04.000)

18 Q. During the negotiations did Lycos assume
19 that the patents it was selling were valid?

44. PAGE 145:22 TO 145:24 (RUNNING 00:00:06.000)

22 A. Yes, we assumed they were valid.
23 Q. Do you know if Smart Search and Hudson Bay
24 assumed that the patents were valid?

45. PAGE 146:02 TO 146:08 (RUNNING 00:00:20.000)

02 A. I hope so.
03 Q. Did anyone raise any concerns about the
04 validity of the patents during the negotiations?
05 A. No.
06 Q. And similarly, did anybody raise any
07 concerns about the enforceability of the patent

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08 during negotiations?

46. PAGE 146:10 TO 146:16 (RUNNING 00:00:17.000)

10 A. No.

11 Q. We were discussing that the final amount of
12 the sale of the patents was 3.2 million.

13 A. Yes.

14 Q. Is there any reason that Lycos wouldn't
15 have agreed to sell the patents in this agreement to
16 Google for \$3.2 million?

47. PAGE 146:18 TO 146:19 (RUNNING 00:00:04.000)

18 A. No reason we wouldn't have sold to whoever
19 would have given us the most.

48. PAGE 150:01 TO 150:03 (RUNNING 00:00:12.000)

00150:01 In 2004 would Lycos have known what other
02 contributions would be necessary to commercialize
03 the inventions claimed in the '420 patent?

49. PAGE 150:06 TO 150:13 (RUNNING 00:00:21.000)

06 A. I don't know what Lycos would have known
07 about that in 2004, nor do I know if it even
08 considered it.

09 Since I've been in the company, there's
10 never been a discussion about that patent.

11 Q. Similarly, was there ever any discussion
12 about commercializing the '664 patent since you were
13 at Lycos?

50. PAGE 150:15 TO 150:17 (RUNNING 00:00:07.000)

15 A. No.

16 Q. Did Lycos at any time believe that Google
17 had successfully commercialized the '420 patent?

51. PAGE 150:19 TO 150:21 (RUNNING 00:00:11.000)

19 A. We never did any analysis of anything
20 Google was doing in relation to these patents in
21 suit or that family.

52. PAGE 153:22 TO 154:08 (RUNNING 00:00:43.000)

22 You had testified earlier, and I'm
23 paraphrasing, I'm not trying to put words in your
24 mouth, so if I'm, you know, if I flub it up, let me
00154:01 know, that you weren't sure whether the Overture/
02 Lycos settlement agreement covered the patents in
03 suit in this case, the '420 and '664; do you recall
04 that? We can take a look at it, it's Exhibit 15, I
05 think the question is from.

06 A. I don't believe that the Overture licensure
07 agreement had anything to do with these patents. I
08 don't think it's in this agreement.

TOTAL: 1 CLIP FROM 1 DEPOSITION (RUNNING 00:18:28.000)

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1 CLIP (RUNNING 00:13:52.871)

 Did you have any involvement in the merger ...

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28 SEGMENTS (RUNNING 00:13:52.871)



1. PAGE 13:13 TO 13:14 (RUNNING 00:00:04.100)

13 Q. Did you have any involvement in the merger
14 between Lycos and WiseWire?

2. PAGE 13:16 TO 13:16 (RUNNING 00:00:01.000)

16 A. No.

3. PAGE 13:17 TO 14:03 (RUNNING 00:00:27.676)

17 Q. Do you know who negotiated on behalf of
18 Lycos with regards to the agreement with WiseWire?

19 A. I do not.

20 Q. Do you know anything about the negotiations
21 between WiseWire and Lycos related to that
22 agreement?

23 A. No.

00014:01 Q. Do you know if any evaluations were
02 conducted of WiseWire's intellectual property in
03 connection with that agreement?

03 A. I do not.

4. PAGE 30:10 TO 31:10 (RUNNING 00:01:06.000)

10 Q. Do you know anything at all about the
11 negotiations related to Terra's purchase of Lycos?

12 A. No.

13 Q. Is it relatedly -- do you have any
14 knowledge as to whether the parties discussed the
15 '420 patent in connection with that purchase?

16 A. No.

17 Q. Or the '664 patent?

18 A. No.

19 Q. And you said in October of 2004 Terra sold
20 Lycos to Daum; is that right?

21 A. Yes.

22 Q. Do you know anything about those
23 negotiations between Daum and Terra related to
24 Lycos?

00031:01 A. No.

02 Q. Do you know if the parties discussed the
03 '420 patent in those negotiations?

04 A. No.

05 Q. Similarly, do you know if the parties
06 discussed the '664 patent in connection with those
07 negotiations?

08 A. No.

09 Q. Do you know what the purchase price was?

10 A. 95 million.

5. PAGE 31:12 TO 31:14 (RUNNING 00:00:08.898)

12 Q. Do you know if there was any valuation of
13 Lycos's intellectual property in connection with the
14 purchase by Daum in 2004?

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6. PAGE 31:16 TO 31:19 (RUNNING 00:00:25.738)

16 A. No, I do not.
17 Q. Similarly, do you know if there was any
18 valuation of Lycos's intellectual property in early
19 2000 when Terra purchased Lycos?

7. PAGE 31:21 TO 31:21 (RUNNING 00:00:01.158)

21 A. No.

8. PAGE 32:06 TO 32:07 (RUNNING 00:00:08.300)

06 Q. Do you know anything about Lycos's revenues
07 related to AdSense in 2003?

9. PAGE 32:09 TO 32:20 (RUNNING 00:00:37.618)

09 A. No.
10 Q. How about in 2004, do you know if Lycos was
11 using AdWords in 2004?
12 A. AdWords or AdSense?
13 Q. I'm sorry, AdWords.
14 A. I don't know.
15 Q. How about AdSense, do you know if Lycos was
16 using AdSense in 2004?
17 A. I believe we were, based on the fact that
18 I've seen contracts.
19 Q. Do you know what Lycos's revenues were
20 related to AdSense in 2004?

10. PAGE 32:23 TO 32:23 (RUNNING 00:00:01.600)

23 A. No.

11. PAGE 50:13 TO 50:15 (RUNNING 00:00:04.362)

13 Q. Put that one aside.
14 Did Lycos have any policies regarding
15 patent enforcement in 2004?

12. PAGE 50:17 TO 50:17 (RUNNING 00:00:01.605)

17 A. I don't know.

13. PAGE 50:21 TO 50:22 (RUNNING 00:00:07.432)

21 Q. Did Lycos investigate in 2004 whether
22 Google infringed any of its patents?

14. PAGE 50:24 TO 50:24 (RUNNING 00:00:01.230)

24 A. I don't know.

15. PAGE 51:09 TO 51:13 (RUNNING 00:00:12.061)

09 Q. Did Lycos have in 2004 any policies
10 regarding patent licensing?
11 A. What time period?
12 Q. 2004.
13 A. I don't know.

16. PAGE 52:03 TO 52:04 (RUNNING 00:00:07.400)

03 Q. Did Lycos have any negotiations regarding
04 licensing out of any of its patents in 2004?

17. PAGE 52:06 TO 52:06 (RUNNING 00:00:01.041)

06 A. I don't know.

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18. PAGE 52:16 TO 52:18 (RUNNING 00:00:06.562)

16 Q. Were there any factors that Lycos would
17 typically consider in licensing out its patents in
18 2004?

19. PAGE 52:20 TO 52:20 (RUNNING 00:00:01.053)

20 A. I don't know.

20. PAGE 101:10 TO 102:09 (RUNNING 00:02:05.789)

10 Q. If you turn to page 3 of this agreement,
11 which is Bates-numbered Lycos 0000914.

12 A. Yes.

13 Q. And in particular section 3.1 of the grant
14 of license.

15 A. Okay.

16 Q. The first sentence refers to a grant to
17 Lycos of a "nonexclusive, nontransferable,
18 nonassignable limited license under the license
19 patents," do you see that?

20 A. Yes.

21 Q. And it refers to, first to the license
22 patents, do you know what patents it's referring to?

23 A. Referring to patent number 6269361.

24 Q. Have you ever read the U.S. Patent 6269361?

00102:01 A. No, I don't believe so.

02 Q. Do you have any understanding of what the
03 '361 patent covers?

04 A. I just have a general understanding it
05 covers their keyword auction-based advertising
06 system. At least that's their opinion.

07 Q. Did Lycos have any opinions as to the value
08 of the '361 patent at the time that they entered
09 into this agreement?

21. PAGE 102:11 TO 105:06 (RUNNING 00:04:46.785)

11 A. I don't believe so.

12 Q. Was Lycos aware of any agreements between
13 Overture and any third parties related to the '361
14 patent?

15 A. If I recall correctly, Overture received
16 stock in Google to settle claims based on these
17 patents at a certain point. That's just my
18 recollection. And they had pending litigation at
19 the time against FindWhat, one word, capital F,
20 capital W. Internet names in the past.

21 Q. Was Lycos in 2005 aware of any licenses
22 between Overture and any third parties related to
23 the '361 patent?

24 A. Other than what I recall, between Overture
00103:01 and Google, no.

02 Q. And was Lycos aware of any of the specific
03 terms?

04 A. Only what was recorded publically.

05 Q. Did the agreement between Overture and
06 Google have any impact on the terms that Lycos
07 agreed to to license the '361 patent?

08 A. I don't know.

09 Q. Do you know what factors, if any, were
10 considered by Lycos in agreeing to enter into this
11 licensure agreement for the '361 patent?

12 A. It was partly because we wanted to continue
13 our AdBuyer business, get rid of cost in litigation,
14 and we were at the same time settling all types of
15 matters with our previous parent company under the

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16 acquisition agreement with our then present parent
17 company. There were all types of disputes and
18 matters and we were trying to reach a global
19 settlement to settle everything. And this was part
20 of it because we had an indemnification, so we were
21 trying to settle this up as quickly as possible to
22 clean up the rest of the matters.

23 Q. Were there any other factors that Lycos
24 considered in entering into this agreement with
00104:01 Overture for the '361 patent?

02 A. I honestly don't know. I didn't negotiate
03 the financial terms of this.

04 Q. Do you recall who did on behalf of Lycos?

05 A. I believe that would have been Peter Karol.
06 That's K-A-R-O-L. He was our general counsel at the
07 time, and he was the one that participated in face-
08 to-face meetings, I believe, that ultimately led to
09 an agreement, I believe. And I believe our outside
10 patent counsel at the time may have been Ropes &
11 Gray. I don't remember.

12 Q. Turn to page 4 of the agreement which is
13 Bates-numbered Lycos 000915, and in particular
14 section 4.1 under the term of license. Do you see
15 that?

16 A. Yes.

17 Q. The term of license states that "The
18 license granted under the license patents by this
19 license agreement shall terminate six years from the
20 active date of this license agreement." Do you know
21 why the term of license was six years from the
22 effective date?

23 A. No, I do not.

24 Q. Do you know if that term had any impact on
00105:01 the amount of royalties that Lycos was willing to
02 agree to in order to license the '361 patent?

03 A. I don't know.

04 Q. Do you know if that term had any impact on
05 the type of royalty that Lycos was willing to enter
06 into with Overture?

22. PAGE 105:08 TO 106:01 (RUNNING 00:01:00.156)

08 A. I don't know.

09 Q. And then going to the next section, 5.1 on
10 royalties, do you see that section?

11 A. Yes.

12 Q. Second paragraph, the one that begins "for
13 AdBuyer product," do you see that?

14 A. Yes.

15 Q. I'm paraphrasing, but it says that the
16 licensee shall pay Overture royalties in the amount
17 of ten percent of gross revenue. Do you see that?

18 A. Yes.

19 Q. Do you have any understanding of how the
20 parties reached the agreement that the, that the
21 amount paid would be ten percent of gross revenue?

22 A. No.

23 Q. Did Lycos have any knowledge of royalty
24 rates that, of customer royalty rates in the
00106:01 industry?

23. PAGE 106:03 TO 107:02 (RUNNING 00:01:20.985)

03 A. I don't know.

04 Q. And similarly, the second sentence refers
05 to Websites owned by syndicatees or subsyndicatees;
06 do you see that?

07 A. Yes.

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08 Q. And it refers to earned royalties in the
09 amount of eight percent in the gross revenue
10 attributable to such links; do you see that?

11 A. Yes.

12 Q. And do you have an understanding how the
13 parties reached an agreement of eight percent of
14 gross revenues for syndicatees or subsyndicatees?

15 A. No.

16 Q. Do you know if those terms were negotiated
17 by the parties?

18 A. Yes.

19 Q. Do you have any knowledge of specific
20 offers made by Lycos to license the '361 patent?

21 A. No.

22 Q. Do you recall when Lycos stopped using the
23 AdBuyer product?

24 A. Sometime in 2006.

00107:01 Q. Do you know the amount of royalties paid by
02 Lycos to Overture under this agreement?

24. PAGE 107:04 TO 107:04 (RUNNING 00:00:01.527)

04 A. I don't know.

25. PAGE 109:10 TO 110:02 (RUNNING 00:00:39.217)

10 Q. Do you recognize this document?

11 A. No.

12 Q. Okay. If you look about the paragraph that
13 begins "Lycos advertising base," do you see that?

14 A. Yes.

15 Q. And that's the paragraph I'm going to ask
16 about. Take as much time as you want to look at the
17 document.

18 First sentence says, "Lycos advertising
19 base revenue structure was largely dependent on
20 Google AdWords, which are distributed on U.S.
21 properties," and then it has a list of U.S.
22 properties, do you see that?

23 A. Yes.

00110:01 Q. Do you know if Lycos's advertising base
02 revenue was largely dependent on Google AdWords in
2004?

26. PAGE 110:04 TO 110:04 (RUNNING 00:00:01.364)

04 A. I don't know.

27. PAGE 111:13 TO 111:15 (RUNNING 00:00:11.147)

13 Q. Do you know the amount of Lycos's
14 advertising-based revenue that was derived from its
15 use of Google products in 2004?

28. PAGE 111:18 TO 111:18 (RUNNING 00:00:01.067)

18 A. No, I don't.

TOTAL: 1 CLIP FROM 1 DEPOSITION (RUNNING 00:13:52.871)