

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF WEST VIRGINIA**

MARTINSBURG

**BLINGVILLE, LLC, a West Virginia
Limited Liability Company,**

Plaintiff,

v.

**ZYNGA INC., a Delaware corporation; and
ZYNGA GAME NETWORK INC., a
Delaware corporation,**

Defendants .

CASE NO. 3:11CV4

ZYNGA INC., a Delaware corporation,

Counterclaimant,

v.

**BLINGVILLE, LLC, a West Virginia
Limited Liability Company,**

Counterdefendant

NOTICE OF DEPOSITION OF PLAINTIFF BLINGVILLE, LLC.

TO PLAINTIFF AND ITS ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, *the deposition of Plaintiff BLINGVILLE, LLC will be taken at the law offices of Jackson Kelly PLLC, 310 West Burke Street, Martinsburg, WV 25402, on January 25, 2012, beginning at 10:00 a.m.* and continuing for one full day of seven (7) hours of testimony on the record. The deposition will be taken before a court reporter or other officer authorized by law to administer oaths. The deposition will be recorded by audio, video and/or stenographic means. To the best knowledge of Zynga Inc., Blingville, LLC's address is P.O. Box 641, Harpers Ferry, West Virginia 25425.

YOU ARE FURTHER NOTIFIED that because Blingville, LLC is not an individual, pursuant to Rule 30(b)(6) Blingville, LLC shall designate one or more officers, directors, or

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managing agents, or other persons who consent to testify on its behalf as to information known or reasonably available to Blingville, LLC, no later than January 20, 2012, Blingville, LLC shall provide Zynga Inc.'s counsel with written notice of: 1) the name and employment position of each designee who has consented to testify on behalf of Blingville, LLC; and 2) the deposition topics set forth below as to which each designee shall testify on behalf of Blingville, LLC.

DEFINITIONS

1. The singular and plural forms of words are used interchangeably, as are the masculine and feminine forms and the present and past tenses of verbs, except where circumstances make it inappropriate.

2. Defined terms have their defined meanings regardless of whether they are capitalized or otherwise identified as defined terms.

3. "ACTION" means and refers to the instant lawsuit, Northern District of West Virginia Case No. 3:11CV4.

4. "ALLEGED MARK" means and refers to YOUR alleged trademark BLINGVILLE.

5. "AND" and "OR" mean either the conjunctive or the disjunctive as context may require so that the meaning of the term is inclusive rather than exclusive.

6. "BLINGVILLE ENTITIES" means and refers to Blingville, LLC, Overtime Apps, LLC, Awesome Gaming Apps, LLC and Jackpot Apps, LLC, both individually and in any possible combination.

7. "BLINGVILLE PERSONNEL" means and refers to YOUR officers, directors, members, employees, agents, attorneys, consultants, independent contractors, and any PERSON acting, purporting to act, directly or indirectly, at YOUR request or direction or under YOUR control.

8. "COMMUNICATION" or "COMMUNICATIONS" means and refers to an exchange or transmittal of information by any means including, but not limited to, exchange or transmittal by DOCUMENT, in-person meeting, conversation, correspondence, wire, telephone, telecopy, telegram, telex or other electronic transmission, including electronic mail transmissions.

9. "DOCUMENT" has the same meaning as in the Federal Rules of Civil Procedure and includes the original and any non-identical copy, regardless of origin or location, of any written, typewritten, drawn, charted, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced, now or formerly in YOUR possession, custody or control, including, but not limited to, any drawing, photograph, book, pamphlet, periodical, letter, correspondence, telegram, invoice, contract, purchase order, estimate, report, memorandum, intra-office COMMUNICATION, computer databases, data sheets, data processing cards, tapes, disc recordings, electronic mail, computer files, computer notes, computer images, diskettes, memoranda, work papers, work sheets, work records, literature, reports, notes, drafts, diaries, messages, telegrams, books, ledgers, publications, advertisements, brochures, price lists, cost sheets, estimating sheets, bills, bids, time cards, invoices, receipts, purchase orders, contracts, telephone records, and any other records, writings, or computer input or output, working paper, record, study, paper, chart, graph, index, and any transcription(s) thereof, and all other memorialization(s) of any conversations(s), meeting(s), and conference(s), by telephone or otherwise. The term DOCUMENT also means every copy of a DOCUMENT where such copy is not an identical duplicate of the original, whether because of deletions, underlinings, showing of blind copies, initialing, signatures, receipt stamps, comments, notations, differences in stationery or any other difference or modification of any kind.

10. "GAME" means and refers to the computer game "Blingville" alleged in Paragraph 10 of YOUR Complaint in the ACTION.

11. "PERSON" means and refers to any or all entities including, but not limited to, any or all individuals, single proprietorships, associations, companies, firms, partnerships, joint ventures, corporations, employees or former employees, or any other business, governmental, or labor entity, and any divisions, departments, or other units thereof.

12. "RELATE TO" and "WITH RESPECT TO" mean in any way directly or indirectly, concerning, referring to, pertaining to, mentioning, discussing, describing, disclosing, confirming, supporting, evidencing, representing, or being connected with a stated subject matter or any aspect thereof.

13. "VILLE FAMILY OF GAMES" means and refers to the ZYNGA social games CastleVille™, CityVille®, FarmVille®, FishVille®, FrontierVille™, PetVille™ and YoVille® individually and in any combination.

14. "VILLE FAMILY OF MARKS" means and refers to the ZYNGA marks CastleVille™, CityVille®, FarmVille®, FishVille®, FrontierVille™, PetVille™ and YoVille® individually and in any possible combination.

15. "YOU" and "YOUR" mean and refer to Plaintiff and Counterdefendant Blingville, LLC and all of its members, predecessors and successors in interest, including without limitation their members, officers, directors, agents, servants, employees, representatives, attorneys, consultants, independent contractors, and any PERSON acting, purporting to act, directly or indirectly, at the request or direction or under the control of Blingville, LLC or any or all of its members, predecessors or successors in interest..

16. "ZYNGA" means and refers to Defendant and Counterclaimant Zynga Inc., formerly Zynga Game Network Inc.

17. "ZYNGA'S DISCOVERY REQUESTS" means and refers to Zynga Inc.'s Interrogatories, Set One, to Blingville, LLC and Zynga Inc.'s Requests for Production of Documents and Things, Set One, to Blingville, LLC in this ACTION.

TOPICS FOR DEPOSITION

1. The selection of the ALLEGED MARK as the name of the GAME, including, but not limited to, all names considered for the GAME, the reason for selecting the ALLEGED MARK as the name of the GAME, all PERSONS who participated in selecting the ALLEGED MARK as the name of the GAME, and all COMMUNICATIONS RELATED TO the selection of the ALLEGED MARK as the name of the GAME.
2. All documents submitted and all statements made in support of United States Trademark Application Serial Number 85170394.
3. YOUR use of the ALLEGED MARK in interstate commerce since 2004.
4. The Intellectual and Personal Property Transfer Agreement dated December 1, 2010, produced by YOU in this ACTION.
5. All written and oral contracts to which YOU are a party that RELATE TO the ALLEGED MARK.
6. All written and oral contracts to which YOU are a party that RELATE TO the GAME.

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7. The relationship between Blingville, LLC and each of the other BLINGVILLE ENTITIES.
8. The relationships between each and every one of the BLINGVILLE ENTITIES.
9. All transactions between and among each and every one of the BLINGVILLE ENTITIES.
10. All transactions that RELATE TO the GAME in which any of the BLINGVILLE ENTITIES was or is involved in any way.
11. All transactions that RELATE TO the ALLEGED MARK in which any of the BLINGVILLE ENTITIES was or is involved in any way.
12. All COMMUNICATIONS between YOU and any other PERSON that RELATE TO the GAME.
13. All COMMUNICATIONS between YOU and any other PERSON that RELATE TO the ALLEGED MARK.
14. All COMMUNICATIONS between YOU and any other PERSON that RELATE TO the ACTION.
15. All COMMUNICATIONS between YOU and any other PERSON that RELATE TO ZYNGA, including, but not limited to, ZYNGA'S 'VILLE FAMILY OF MARKS and ZYNGA'S 'VILLE FAMILY OF GAMES.
16. All of YOUR internal COMMUNICATIONS that RELATE TO the GAME.
17. All of YOUR internal COMMUNICATIONS that RELATE TO the ALLEGED MARK.
18. All of YOUR internal COMMUNICATIONS that RELATE TO the ACTION.
19. All of YOUR internal COMMUNICATIONS that RELATE TO ZYNGA, including, but not limited to, ZYNGA'S 'VILLE FAMILY OF MARKS and ZYNGA' s VILLE FAMILY OF GAMES.
20. All sources of inspiration for the GAME.
21. All sources YOU have referred to in developing the GAME.
22. All platforms on which YOU have launched the GAME.
23. All platforms on which YOU intend to launch the GAME.
24. The game-play of the GAME, including all current, planned, and considered aspects of game-play of the GAME.
25. All platforms on which YOU have considered launching the GAME.
26. All platforms on which YOU have taken any steps to launch the GAME.
27. YOUR gross revenue generated by the GAME.
28. YOUR net profit generated by the GAME.
29. All expenditures YOU have made that RELATE TO the GAME.
30. All efforts undertaken by YOU to market the GAME on any platform.
31. All elements of cost or deduction YOU claim should be deducted from YOUR sales in calculating damages in the ACTION.

32. All PERSONS who have played the GAME, including, without limitation, all BLINGVILLE PERSONNEL and all non-BLINGVILLE PERSONNEL who have played the GAME.
33. YOUR current plans WITH RESPECT TO the launch of the GAME, including, but not limited to, YOUR current timeline for the launch of the GAME on every platform on which YOU intend to launch the GAME.
34. Any claims of intellectual property infringement that have been made against YOU by any PERSON since January 1, 2004.
35. Any claims of intellectual property infringement that YOU have made against any PERSON since January 1, 2004.
36. All efforts undertaken by YOU to develop the GAME for any platform.
37. All efforts undertaken by YOU to launch the GAME on any platform.
38. Each of YOUR affirmative defenses to Zynga's Counterclaim in the ACTION.
39. The relief YOU are seeking in the ACTION.
40. Each of the 'VILLE FAMILY OF GAMES that YOU play or have played, including, but not limited to, the first date YOU played each such game, the amount of time YOU have spent playing each such game, and the amount of money YOU have spent playing each such game.
41. All COMMUNICATIONS between YOU and any other PERSON evidencing any confusion with ZYNGA, including, but not limited to, any confusion with the VILLE FAMILY OF MARKS or any other mark owned by ZYNGA.
42. The information, including all answers and documents, produced by YOU in response to ZYNGA'S DISCOVERY REQUESTS in the ACTION.
43. The authenticity of the DOCUMENTS produced by YOU in the ACTION.

ZYNGA INC.

By Counsel

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Counsel for **Zynga Inc.**

CERTIFICATE OF SERVICE

The foregoing was filed this 16th day of January, 2012, via electronic filing with the Clerk of the United States District Court of the Northern District of West Virginia at Martinsburg, which will automatically send a copy to the following:

Michael J. Novotny (WV Bar No. 5566)
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Counsel for **Blingville, LLC**

/William J. Powell