

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

ACCELERATION BAY LLC, a Delaware)	
Limited Liability Corporation,)	
)	C.A. No. 15-228-RGA
Plaintiff,)	
)	DEMAND FOR JURY TRIAL
v.)	
)	
ACTIVISION BLIZZARD, INC.,)	
a Delaware Corporation,)	
)	
Defendant.)	

PLAINTIFF ACCELERATION BAY LLC'S NOTICE OF 30(b)(6) DEPOSITION OF DEFENDANT ACTIVISION BLIZZARD, INC.

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff Acceleration Bay LLC will take, by and through its attorneys, the deposition of Defendant Activision Blizzard, Inc.

The deposition will commence at 9:00 am on January 26, 2016 at the offices of Kramer Levin Naftalis & Frankel LLP at 990 Marsh Road, Menlo Park, CA 94025, or at such other time and place as counsel may mutually agree. The deposition will take place in accordance with the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of Delaware, and under oath and before a notary public or other officer authorized to administer oaths under law. The deposition will be recorded by stenographic and/or audio-and- videographic means, and will continue from day to day until completed.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(6), Defendant shall designate one or more officers, directors, managing agents or other persons who are most knowledgeable concerning each of the topics set forth below. In addition, Defendant is requested to provide Plaintiff's counsel with written notice, at least one week in advance of the

deposition, of the name and employment position of each designee who will testify on behalf of Defendant, and the topics set forth below as to which each designee has agreed to testify.

DEFINITIONS AND INSTRUCTIONS

1. If any request, instruction or definition is ambiguous or unclear to you, you are requested to contact the undersigned counsel for clarification as soon as possible to avoid unnecessary delays in discovery.
2. The terms “Defendant,” “Activision Blizzard, Inc.,” “Activision,” “You,” or “Your” mean Defendant Activision Blizzard, Inc. and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.
3. The terms “Plaintiff” or “Acceleration Bay” mean Plaintiff Acceleration Bay LLC and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, directors, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.
4. The term “Accused Products” shall mean World of Warcraft (“WoW”), Destiny and Call of Duty: Advanced Warfare (“CoD”), by way of reference and not limitation, as those products, services, and technologies are described in paragraphs 28-38 of the Complaint, and also includes all accused products identified according to the schedule set forth in the Scheduling Order of the case. The term shall include all current,

previous and currently contemplated versions, releases, or continuations of the aforementioned products.

5. The term “MultiPlayer Networks” shall mean networks, software and hardware used to provide, support or enable peer to peer and/or multiple player functionality in the Accused Products.

6. The term “344 Patent” shall mean United States Patent No. 6,701,344 entitled “Distributed Game Environment,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

7. The term “966 Patent” shall mean United States Patent No. 6,714,966 entitled “Information Delivery Service,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

8. The term “147 Patent” shall mean United States Patent No. 6,732,147 entitled “Leaving a Broadcast Channel,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

9. The term “634 Patent” shall mean United States Patent No. 6,829,634 entitled “Broadcasting Network,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any

continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

10. The term “‘069 Patent” shall mean United States Patent No. 6,910,069 entitled “Joining a Broadcast Channel,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

11. The term “‘497 Patent” shall mean United States Patent No. 6,920,497 entitled “Joining a Broadcast Channel,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

12. The term “Patents-in-Suit” refers collectively to the ‘344 Patent, ‘966 Patent, ‘147 Patent, ‘634 Patent, ‘069 Patent and ‘497 Patent.

13. The term “document” shall mean all “writings” and “recordings” as those terms are defined in Fed. R. Civ. P. 34(a) and Fed. R. Evid. 1001 as well as any writing or recording of any type, whether written, printed, transcribed, recorded (mechanically or electronically) or reproduced by hand, including, but not limited to, all letters, correspondence, facsimiles, e-mail, telegrams, transcriptions and records of telephone conversations, memoranda, notes, records, reports, statements, minutes, communications, slide presentations, microfilm, microfiche, tape recordings, videotapes, photographs, studies, policy manuals and statements, books, plans, analyses, computer records, runs, programs, software and any code(s) necessary to comprehend the same, test plans, test results, notebooks, diaries, agreements,

contracts, purchase orders, invoices, advertisements, marketing materials, offer letters, beta site testing agreements, third party or joint development agreements, bills, statements and any other written, printed, typed, recorded or graphic matter, however produced or recorded, including copies and drafts of same, and any handwritten or typewritten notes of any kind thereon or attached thereto. The term “document” shall also include all technical documents, defined as source code, specifications, schematics, flow charts, artwork, drawing, pictures, pictorial representations, formulas, troubleshooting guides, service bulletins, technical bulletins, production specification sheets, white papers, operator manuals, operation manuals, instruction manuals and all other documents sufficient to show the operation of any aspects or elements of Your products which includes all past and present releases, revisions, versions and upgrades.

14. The term “thing” shall mean any tangible object, other than a document.

15. The term “communication” shall mean every manner or method of disclosure, transfer or exchange of information, whether orally or by document, and whether face to face, by telephone, mail, e-mail, facsimile, personal delivery or through another medium, including, but not limited to, discussions, conversations, negotiations, conferences, meetings, speeches, memoranda, letters, correspondence, notes, statements or questions.

16. The terms “concerning,” “relating to,” “relate to,” “refer to” and “referring to” mean alluding to, responding to, connected with, commenting on, in respect of, about, regarding, discussing, showing, identifying, describing, mentioning, reflecting, analyzing, comprising, constituting, evidencing, supporting, refuting, contradicting, memorializing, pertaining to, bearing upon or illuminating the subject matter into which inquiry is made.

17. The words “and” and “or” shall be construed conjunctively or disjunctively in a manner making the request inclusive rather than exclusive.

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