

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ACCELERATION BAY LLC, a Delaware)	
Limited Liability Corporation,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 16-455-RGA
)	
TAKE-TWO INTERACTIVE SOFTWARE,)	
INC., ROCKSTAR GAMES, INC., and 2K)	
SPORTS, INC., Delaware Corporations,)	
)	
Defendants.)	

**PLAINTIFF ACCELERATION BAY LLC'S SECOND NOTICE OF
30(b)(6) DEPOSITION OF DEFENDANTS TAKE-TWO INTERACTIVE
SOFTWARE, INC., ROCKSTAR GAMES, INC., AND 2K SPORTS, 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 Defendants Take-Two Interactive Software, Inc., Rockstar Games, Inc., and 2K Sports, Inc. (collectively, "Defendant").

The deposition will commence at 9:00 am on July 10, 2017 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. "Defendant" shall mean "Take-Two Interactive Software, Inc., Rockstar Games, Inc., and 2K Sports, Inc.," including but not limited to their predecessors, all parent companies, partners, wholly or partially owned subsidiaries, divisions, past or present affiliated corporations, and each of their present and former employees, agents, officers, directors, representatives, consultants, accountants, and attorneys.
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 the products identified in Acceleration Bay's Updated Identification of Accused Products served on February 13, 2017, and any subsequent updates to that disclosure. The term shall include all current, previous and currently contemplated versions, releases, or continuations of the aforementioned products.

5. The term “Patents-in-Suit” refers collectively to U.S. Patent Nos. 6,701,344, 6,714,966; 6,732,147; 6,829,634; 6,910,069; and 6,920,497 Patent.

6. 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.

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

8. The singular of any word or phrase shall include the plural of such word or phrase, and the plural of any word or phrase shall include the singular of such word or phrase.

9. The term “all” shall mean “any and all” and the term “any” shall mean “any and all.”

10. The term “third party” means any person or entity other than Acceleration Bay or Take-Two Interactive Software, Inc., Rockstar Games, Inc., and 2K Sports, Inc.

TOPICS PURSUANT TO FED. R. CIV. P. 30(b)(6)

41. Identification of all foreign revenue (gross and net), foreign billings (gross and net), and foreign profits (gross and net) obtained from sales of the Accused Products, including any components, parts, and/or features of such instrumentalities, that were used, developed, tested, or manufactured in the United States.

42. The manner in which Defendant recognizes revenue related to the Accused Products, including any upgrades, subscriptions, royalties, in-game purchases, components, parts, and/or features.

43. Identification of the number of discs, downloads, subscriptions, and upgrades for each of the Accused Products and the sales price, location(s) of sales and revenues associated with the discs, downloads, in-game purchases, subscriptions, and upgrades.

44. Defendant's licensing and settlement policies and practices.

45. The identity and scope of any and all patent licenses, cross licenses, or other similar agreements, including covenants not to sue, in the possession, custody, or control of Defendant, which concern patents in the same or similar areas of technology as the technology described in each of the Patents-in-Suit, or involve companies providing services similar to Defendant, including the identity of all parties to any such agreement, the terms of any such agreement, and any royalties that Defendant has received or paid pursuant to any such agreement.

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Dated: June 15, 2017
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