

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NETWORK-1 TECHNOLOGIES, INC.,
Plaintiff,
vs.
GOOGLE LLC and YOUTUBE, LLC,
Defendants.
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C O N F I D E N T I A L

September 6, 2019 at 9:36 a.m.

Deposition of BENJAMIN HALPERN 30(b)(6),
held at the offices of Amster Rothstein &
Ebenstein, LLP, 90 Park Avenue, New York,
New York, before David Henry, a Certified
Court Reporter and Notary Public of the
State of New York.

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1 after closing, do you see that?

2 A. Yes.

3 Q. What does enforcement mean there?

4 A. I assume it means the common
5 definition of enforcement in the context of
6 patents, that you are going to assert
7 patents, or you know, if somebody is
8 infringing your patents, you're going to
9 pursue the rights under the patents.

10 Q. So does enforcement mean
11 litigation here?

12 A. I mean, that's not a synonym for
13 litigation, but it could lead to litigation,
14 sure.

15 Q. So it's broader than just
16 litigation?

17 A. I think so.

18 Q. What else does it cover?

19 A. Licensing and you know, and other
20 things. The common term for enforcement in
21 the context of patent law, it's -- yeah.

22 Q. So the parties weren't

1 specifically contemplating litigation at
2 this time with respect to the Cox patent
3 portfolio?

4 A. Not that I am aware of, no.

5 Q. Do you know if the parties
6 negotiated this waiver of conflicts
7 provision at all?

8 A. Negotiated?

9 Q. Yes.

10 A. I don't know.

11 Q. Do you know if the parties during
12 these negotiations discussed the potential
13 infringement of the Cox patent portfolio?

14 A. I'm not sure.

15 Q. Do you know if the parties
16 discussed the potential validity or
17 invalidity of any patents in the Cox
18 portfolio during their negotiations?

19 A. Well, they discussed prior art,
20 so in that context I assume that they did,
21 but the answer to the question is I don't
22 know. I really don't know.