

July 11, 2017

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**VIA E-MAIL**

**Re: *Bradium Technologies LLC v. Microsoft Corporation* (and related proceedings before the US Patent and Trademark Office, Patent Trial and Appeal Board)**

Dear Mr. Lavi,

Thank you again for offering written testimony earlier in this matter.

We understand from our prior conversations with you that your concern over possible retaliation by persons or entities associated with Bradium (or Bradium itself) prompted you to refuse our prior request that you voluntarily appear for deposition on the subject matter of your written testimony. Nonetheless, we now would like to renew that request.

First, let me repeat the assurance Microsoft has given you previously: While we do not believe you providing truthful testimony could form the basis for any legitimate legal claim by Mr. Levanon (or by anyone else associated with Bradium or Bradium itself), to ease your concerns, Microsoft has agreed that, in the unlikely event that you are sued for providing truthful testimony in a declaration or deposition, Microsoft will pay to defend you in the lawsuit and, in the event you are found liable for any damages in such a suit for having provided truthful testimony, Microsoft also agrees to pay those damages.

Based on our exchanges with Bradium's counsel, we have not seen any evidence to suggest that Bradium's allegations of you violating confidentiality obligations owed to 3DVU have any merit. For example, Bradium never identified any specific confidential information you purportedly disclosed, nor did Bradium ever explain how the information you discussed in your declaration was any different in kind than that in the declaration Mr. Levanon submitted for Bradium. Bradium's counsel were also unable to provide any corporate registration paperwork showing that any 3DVU business entity is still in good standing to bring a lawsuit, despite multiple requests from us.

In addition to the assurance we previously provided (reiterated above), if you will appear voluntarily for deposition, Microsoft is willing to pay the reasonable attorney's fee and reasonable expenses of a dually licensed U.S. and Israeli attorney of your choosing to advise you regarding and to defend you at deposition.

Microsoft having given you these assurances, we again request that you willingly appear for deposition in the United States. Microsoft will pay for your and your attorney's reasonable travel expenses associated with traveling to the United States, and we will work with Bradium's counsel to find a time and location that is acceptable to you.

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We greatly prefer to work with you to find a way to get you comfortable with appearing voluntarily for deposition. In the interests of giving fair notice to you, however, please be aware that, if you will not appear for deposition voluntarily, Microsoft will seek to use the Hague Convention on the Taking of Evidence Abroad in Civil and Commercial Matters to obtain your testimony. Again, it is our very strong preference to negotiate arrangements with you on mutually convenient terms.

Please let us know if you are willing to appear for deposition in the United States.

Sincerely,



Matthew C. Bernstein

MCB