

In the Matter of

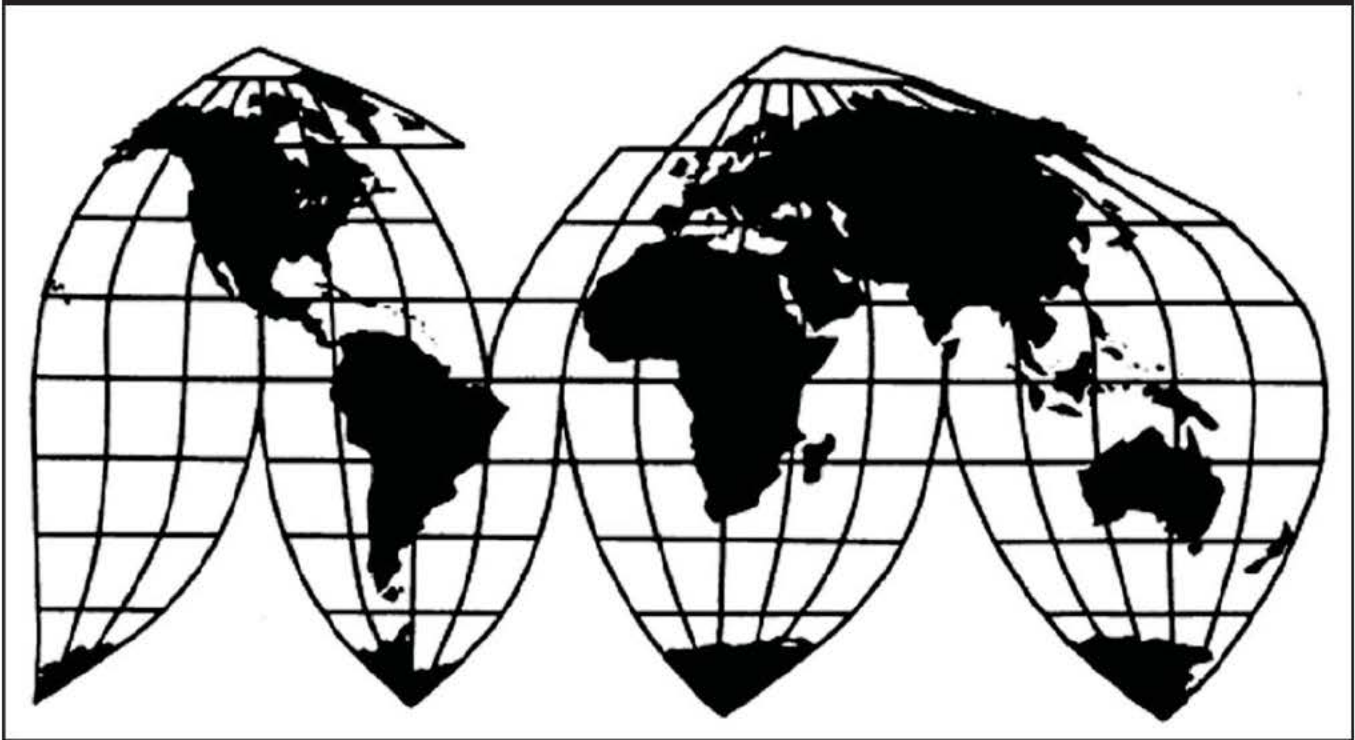
**CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE**

Investigation No. 337-TA-724
Volume 2 of 2

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3. '146 Patent.

a) Claim 13 in light of Hoffert and Knittel.

Apple alleges that claim 13 of the '146 patent is invalid as obvious in light of the combination of Hoffert and a 1995 article by Knittel, et al., entitled "Hardware for Superior Texture Performance" ("Knittel"). (RBr. at 122-123 (citing RX-491.) According to Apple, although Knittel was disclosed to the Patent Office during initial prosecution of the '146 patent, Knittel was not relied upon and did not form a basis for rejecting the claims of that patent. (*Id.* at 123.) Apple says that Knittel clearly teaches "fitting a geometric element to the first set of color points so that the geometric element includes a second set of color points having a minimal moment of inertia when fitted to the center of gravity of the first set of color points" and "computing a set of codewords from the second set of color points" in the same manner as is disclosed in the asserted patents. (*Id.*) Apple claims that it presented clear and convincing evidence that Hoffert teaches the remaining elements of claim 13. (*Id.*)

According to Apple, Dr. Richardson did not dispute that Knittel teaches the optimal selection of colors for a block using a geometric element having a minimum "moment of inertia" as required by claim 13. (*Id.*) According to Apple, Mr. Iourcha identified Knittel as a foundation for S3G's invention. (*Id.* (citing JX-75C at 59-60 (Iourcha Depo)).) Apple says that at his deposition, Mr. Iourcha did not claim to have invented this technique for selecting optimal colors and acknowledged that such terms as "gravity center" and "inertia tensors" were obtained from previous publications. (*Id.* (citing JX-75C at 319).) Also, according to Apple, Dr. Richardson did not dispute that Hoffert teaches the remaining elements of claim 13. (*Id.*)

Apple contends that a person of ordinary skill in the relevant art would have been motivated to combine the optimal method of selecting colors for CCC compression disclosed in

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Knittel with the method of computing two additional colors for CCC disclosed in Hoffert to improve the quality of compressed images. (*Id.* at 123-124.) Apple argues that Hoffert teaches computing the set of colors for a block of pixel data by dividing the original colors into two groups, one which has luminance values above the mean luminance of the block and the other which has luminance values below the mean value of the block. (*Id.* at 124 (citing RX-535 at 4:57-5:7).) Apple says Knittel recognizes this method of using luminance for grouping or clustering the colors, but notes that if there are different colors with similar luminance in the same block, the method will fail. (*Id.* (citing RX-491 at 35).) Apple says that Knittel teaches an alternative method of selecting the representative colors that involves fitting a geometric element to the colors for the block (*id.*) and argues that a person of ordinary skill would be motivated to use Knittel's technique of optimal color selection to avoid the disadvantages of Hoffert's method of selecting colors by employing the luminance clustering described in Knittel. (*Id.*) Apple says that a person of ordinary skill in the art would use Knittel's technique with Hoffert because Hoffert also proposed using a line in a color space to select four colors for a block. (*Id.* (citing RX-535 at 8:27-30 (the Hoffert patent)).) Apple argues that Hoffert only lacked specifically fitting the line to the colors. (*Id.*)

Apple says that a person of ordinary skill in the art would have appreciated Knittel's technique of fitting a line to colors in a block, as indicated by the testimony of Messrs. Percy and Drebin, who said that computer code for fitting a geometric element to a set of color points was readily available. (*Id.* at 124-125 (citing Tr. at 1199-1200 (Percy), 1274 (Drebin)).) Moreover, according to Apple, Drebin shows the obviousness of combining the optimal color selection of Knittel with the four color block (including interpolated colors) of Hoffert, because Drebin itself combined both of those features. (*Id.* at 125.) Apple says that Mr. Iourcha simply

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combined the color selection method of Knittel with his four color encoded block. (*Id.* (citing JX-75C at 58-60 (Iourcha Depo)).) Thus, says Apple, a person of ordinary skill in the art would have known how to implement the method taught by Knittel, and it would not have required a significant expenditure of time, effort, or resources to incorporate Knittel's method into Hoffert's compression method. (*Id.*)

S3G counters that the only reason Dr. Delp gave to combine the Hoffert patent and the Knittel reference is that both of them "talk[] about CCC." (CBr. at 102.) S3G argues that taken to its logical conclusion Dr. Delp would conclude that all references that discuss CCC could be considered applicable prior teaching, and that proposition does not satisfy *KSR, supra*. S3G says that the Hoffert patent and Knittel do not cite one another, nor did Dr. Delp identify a CCC reference that cited Hoffert or Knittel. (*Id.*) According to S3G, a person of ordinary skill in the art would not have combined the Hoffert patent with Knittel. (*Id.* (citing Tr. at 2481-82 (Richardson)).) S3G argues that, according to Knittel, the solution to the problem with Campbell's CCC algorithm was to fit a geometric element to Campbell's two color blocks and Knittel accepted the traditional two-color cell structure by applying his system of fitting a geometric element to two-color cells, not four-color cells, and not anything like Type 11 compression in Hoffert. (*Id.*) S3G argues that Hoffert's solution to the problem involving CCC was very different from "the fitting a geometric element feature" taught by Knittel; it was to encode each block with four colors rather than two. (*Id.* (citing Tr. at 1100-01 (Hoffert)).) S3G maintains that Hoffert does not identify any problem with the improved Hoffert system that would cause someone to want to combine Knittel with Hoffert. (*Id.* at 102-103 (citing Tr. at 2483 (Richardson)).) According to S3G, the fact that Hoffert recognized a problem with his Type 11 solution and only shared it under a cloak of confidentiality, would not have apprised one

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of skill in the art of any reason to combine Knittel with Hoffert. (*Id.* at 103.) Thus, reasons S3G, Hoffert and Knittel teach away from a combination and, moreover, Knittel was considered by the Patent Office during the prosecution of the asserted patents and still allowed them to issue. (*Id.*)

Staff contests Apple's allegation that Hoffert combined with Knittel renders claim 13 of the '146 patent obvious. (SBr. at 91, 106.) Staff reasons that because Apple's expert Dr. Delp testified that Knittel does not disclose using a four-color block and relates to CCC two-color blocks, which Hoffert criticized, and admitted that Hoffert does not contemplate improving the four-color block in any manner, his testimony is not clear and convincing that there is any reason for a person of ordinary skill in the art to combine Knittel with Hoffert. (*Id.* at 91-92.)

Apple replies that S3G does not claim to have invented the "best fit line" or "transparency index" features of the asserted patents and has not disputed Apple's showing that the combination teaches each of the limitations of the pertinent claim. (RRBr. at 63.) Apple argues that the only dispute is whether it established that it was obvious to combine the references and whether S3G has established secondary considerations of non-obviousness sufficient to outweigh Apple's substantial showing that the Hoffert-Knittel combination was obvious. (*Id.* at 63-64.)

Apple, citing *Ricoh Co., Ltd. v. Quanta Computer Inc.*, 550 F.3d 1325, 1331-32 (Fed. Cir. 2008), says that S3G has not pointed to anything in Knittel that would discourage a person of ordinary skill in the art from using more than two colors to encode or decode a block. (*Id.* at 64.) Rather, according to Apple, once a line is fitted to a set of color points, as taught by Knittel, common sense dictates that additional color points can also be selected. (*Id.*) Apple notes that Mr. Iourcha acknowledged that he got the idea for a "geometric element" with a "minimal moment of inertia" technique for selecting the colors of a block from Knittel. (*Id.* (citing JX-75C

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at 59-60 (Iourcha Depo)).) Apple argues that S3G provides no reason based on what is contained in Knittel why a person of ordinary skill in the art would be discouraged from using its best-fit line to select the colors for Hoffert's four-color block. (*Id.*) In fact, argues Apple, Hoffert teaches using a line in a color space to select the colors and all that is missing from Hoffert is fitting the line to the colors in a way that minimizes error. (*Id.* (citing RX-535 at 8:27-30).) Apple says that fitting a line to a set of color points was not only taught in Knittel but Messrs. Drebin and Percy also testified that the technique was well known. (*Id.*) Apple argues that rather than pointing away from the path taken by S3G, Hoffert lies squarely on the path. (*Id.*)

The Administrative Law Judge concludes that the evidence cited by Apple clearly and convincingly demonstrates that the combination of Hoffert and Knittel renders claim 13 of the '146 patent obvious. The Administrative Law Judge is not persuaded by S3G and Staff's arguments, in light of the combined teachings of Knittel and Hoffert as supported by the testimony of Apple's witnesses. Mr. Iourcha testified that his team was aware of work being done by the Knittel group in Germany on a compression scheme, showing that such technology was readily within the knowledge of persons of ordinary skill in the art. (*Id.* at 59.) He said his team was aware that the work of the Knittel group involved BTC, CCC, and compression. (*Id.* at 60.)

Neither S3G nor Staff has discredited Apple's evidence. As the Supreme Court said in *KSR, supra*: "In determining whether the subject matter of a patent claim is obvious, neither the particular motivation nor the avowed purpose of the patentee controls. What matters is the objective reach of the claim. If the claim extends to what is obvious, it is invalid under § 103. One of the ways in which a patent's subject matter can be proved obvious is by noting that there

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existed at the time of invention a known problem for which there was an obvious solution encompassed by the patent's claims." *KSR*, 550 U.S. at 419. The fact that CCC is a two-color scheme and Hoffert is a four-color scheme does not mean that they occupy different universes as far as what they have to teach, individually and in combination, to a person of ordinary skill. In *KSR*, the Court said: "It is common sense that familiar items may have obvious uses beyond their primary purposes, and a person of ordinary skill often will be able to fit the teachings of multiple patents together like pieces of a puzzle.... When there is a design need or market pressure to solve a problem and there are a finite number of identified, predictable solutions, a person of ordinary skill in the art has good reason to pursue the known options with his or her technical grasp." *Id.* at 402.

b) Claim 16 in light of Hoffert, Knittel, and GIF89a.

Apple alleges that claim 16 of the '146 patent is obvious under 35 U.S.C. § 103 by the combination of Hoffert, Knittel and the Graphics Interchange Format, Version 89a ("GIF89a"), which Apple says is prior art to the asserted patents under 35 U.S.C. § 102(b). Apple says that the necessary quantum of evidence establishes the GIF89a teaches the predefined index representing an alpha value of claim 16 and S3G's expert does not dispute that it teaches this element or that the combination of Hoffert, Knittel, and GIF89a teach every element of claim 16. (RBr. at 125.) Apple says that by 1997 the use of transparency and alpha values with digital images was known (transparency or alpha referring to the opacity of a pixel, according to Apple). (*Id.* (citing Tr. at 334-335 (Bystrom), 1269-70 (Drebin)).) Apple says that transparency or alpha information is useful when "layering" or compositing images one in front of another similar to the technique in filming of having a person stand in front of a green screen and later

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replacing the green background with another image. (*Id.* at 125-126 (citing Tr. at 333-334 (Bystrom), 1201 (Percy)).) Apple says that transparency or alpha information is typically represented as another “channel.” (*Id.* (citing Tr. at 334-335, 339-340 (Bystrom), 1275-76, 1307-08 (Drebin)).) In addition to red, green, and blue values, each pixel would also include an alpha value, in which case the information stored for each pixel is denoted “RGBA” instead of “RGB.” (*Id.* (citing Tr. at 1275-76).)

Apple says that by 1997 a number of prior art image file formats supported the use of transparency and an index to represent transparency, including GIF89a and PNG. (*Id.* at 126.) GIF89a was a well-known standard format for representing compressed images that represents each pixel of the image as an index into a color table, where one of the indexes represents a transparency rather than a color. (*Id.*) Apple says Dr. Delp testified that it would have been obvious to a person of ordinary skill in the art to combine mapping of pixel transparency information to a predetermined index as taught by GIF89a with Hoffert. If a person of skill in the art wanted to compress images that had transparency or alpha information using Hoffert’s technique he would have readily appreciated that one way of doing that was by using an index such as GIF89a teaches. (*Id.* (citing Tr. at 1646-50, 1656-57 (Delp)).) Because Hoffert included a set of four indexes, it would have been apparent that one of those indexes could be used for transparency as in GIF89a, Apple argues. (*Id.*) Apple contends there is nothing novel or unique about using an index to represent transparency. For example, Drebin shows the obviousness of combining a transparency index with the four-color block of Hoffert, because that is what Drebin did. (*Id.*) Moreover, argues Apple, if a person of skill in the art wanted to use the block encoding compression scheme of Hoffert in a compositing scheme, he would have appreciated the advantages of incorporating transparency into the system. (*Id.* at 127.) Apple says Mr.

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Batson testified that QuickTime—which implemented Hoffert’s four-color block—used compositing to layer multiple video tracks and also supported mattes, which provided an alpha channel. (*Id.* (citing Tr. at 1244-45 (Batson)).)

S3G argues that GIF89a taught away from the invention claimed in claim 16 because it requires a lookup table, which the patent inventors pointed out is disadvantageous in a texture compression system; the GIF specification provides a variable-length color lookup table. (CBr. at 93 (citing Tr. at 2469 (Richardson), 1779 (Delp)).) According to S3G, GIF uses Lempel-Ziv-Welch (“LZW”) compression, which was specifically mentioned and distinguished in the specification of the asserted patents. (*Id.* (citing Tr. at 1779-80 (Delp); JX-2 at 1:33-47 (the ‘417 patent)).) Therefore, argues S3G, a person of skill in the art would not have combined Hoffert with the GIF89a reference. (*Id.*)

Staff contends that the evidence does not establish that a person of ordinary skill in the art would have been motivated to combine Hoffert with GIF89a to achieve the invention of claim 16. (SBr. at 106.) Staff says that Dr. Delp acknowledged that Hoffert fails to disclose transparency but failed to provide an adequate basis to explain why a person of ordinary skill in the art would have combined the references. (*Id.* at 88.) Staff says that the specifications in the asserted patents distinguish Lempel-Ziv variable length encoding from the invention claimed. (*Id.* at 88-89.) Staff further says that Dr. Richardson opined that Hoffert and the GIF89a reference teach away from the asserted claims, noting that GIF89a requires a lookup table and specifies variable length compression which is not advantageous to faster fixed-rate compression. (*Id.*)

The Administrative Law Judge concludes that the evidence is not clear and convincing that Hoffert combined with Knittel and the GIF89a reference renders claim 16 of the ‘146 patent

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obvious. The arguments made by S3G and the evidence it points to shows that too many features of GIF89a, such as a color lookup table, diverge from invention as claimed in claim 16. The evidence does not reveal why a person of ordinary skill in the art would have been motivated to combine GIF89a with Hoffert and Knittel. Again, *KSR* is pertinent: “[A] patent composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art. Although common sense directs one to look with care at a patent application that claims as innovation the combination of two known devices according to their established functions, it can be important to identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the claimed new invention does.” *KSR*, 550 U.S. at 418.

c) Claim 16 in light of Hoffert, Knittel, and Adler.

Apple contends that the evidence demonstrates clearly and convincingly that claim 16 of the ‘146 patent is rendered obvious by Hoffert combined with Knittel and the PNG (Portable Network Graphics) Specification, Version 1.0, by Adler, et al. (“Adler”), which according to Apple, is prior art under 35 U.S.C. § 102 (b). (RBr. at 127.) According to Apple, Adler teaches the predefined index representing an alpha value as claimed in claim 16, and Apple argues that S3G does not dispute that Adler teaches this element or that the combination of Hoffert, Knittel, and Adler teaches each element of claim 16. (*Id.*) Apple argues that Adler, like GIF89a, describes a well-known compression format that supported transparency or alpha information and also teaches storing transparency information using a predefined index; therefore, a person of ordinary skill in the art would have been motivated to combine the transparency index of Adler with Hoffert for the same reasons espoused above regarding GIF89a. (*Id.*)

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S3G says the Adler/PNG compression format taught away from the claimed invention because it uses variable-length coding and is lossless, which the '146 patent inventors said are disadvantageous in a texture compression system and therefore a person of ordinary skill in the would not have combined Hoffert with Adler/PNG. (CBr. at 94 (citing Tr. at 2470-71 (Richardson)).)

Staff contends that the evidence does not establish that a person of ordinary skill in the art would have been motivated to combine Hoffert with Adler to achieve the invention of claim 16. (SBr. at 106.) Staff says that Hoffert does not disclose transparency and so Apple must rely on Adler, which according to Dr. Delp does disclose transparency. (*Id.* at 90.) Staff argues that Dr. Delp failed to provide a sufficient basis for combining Hoffert and Adler and simply states that the transparency identifier in Adler can be added to the Hoffert patent. (*Id.*) Staff says that Dr. Delp acknowledged that Adler does not disclose a lossy compression scheme and points to Dr. Richardson's testimony that Adler is a lossless scheme that also uses variable length coding, both of which teach away from the asserted patents. (*Id.*)

The Administrative Law Judge concludes for the same reason discussed above regarding the Hoffert, Knittel, and GIF89a combination that the evidence does not establish clearly and convincingly that a person of ordinary skill in the art would have been motivated to combine Hoffert, Knittel and Adler or that this combination of prior art otherwise renders claim 16 of the '146 patent obvious.

d) Claim 16 in light of Hoffert, Knittel, and Amiga.

Apple contends that the evidence demonstrates clearly and convincingly that claim 16 is obvious in view of the combination of Hoffert, Knittel and the *Amiga Hardware Reference Manual* by Commodore-Amiga, Incorporated ("Amiga") (collectively, the "Amiga

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Combination”). (RBr. at 128 citing RX-515.) Apple argues that Amiga is prior art under 35 U.S.C. § 102(b). (*Id.*) Apple believes that S3G, through its expert, does not dispute that Amiga teaches the predefined index representing an alpha value of claim 16 or that the Amiga combination teaches each element of claim 16. (*Id.*) According to Apple, Amiga refers to a computer system available in the early 1990s and teaches a format for representing sprites the use an index to represent transparency. (*Id.* (referencing RX-515 at 93).) Apple says a sprite is a particular type of image that is displayed anywhere on the screen, but typically in front of a background or other images. (*Id.*) Apple says that Amiga teaches that each pixel of a sprite may be one of three colors or may be transparent and show any object behind the sprite. (*Id.*) Apple says the color of each pixel is indicated by a “binary number,” which is a two-bit value that points to one of four color registers associated with the sprite. (*Id.*) Apple argues that Amiga teaches that the binary number 00 in Amiga’s color scheme is “special” because a pixel with that number becomes transparent and shows the color of any other sprite or playfield that has lower video priority. (*Id.*)

Apple says that Dr. Delp testified that it would have been obvious to combine the mapping of color point transparency information to a predetermined index representing transparency as taught by Amiga with Hoffert; likewise one of ordinary skill in the art would have been motivated to combine the transparency index of Amiga with Hoffert for the same reasons given by Apple regarding the GIF89a combination. (*Id.*) Apple argues that Amiga and Hoffert could be combined based on their high degree of similarity, in that Hoffert teaches the S3G patents’ technique of representing an image block using four colors, each identified by a two-bit index, and implementing this technique with the use of four color registers that are selected by the indexes, while Amiga uses the same two-bit indexes and four color registers

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along with S3G's technique of reserving an index for transparency, resulting in a block of three colors and a transparency. (*Id.* at 129.) According to Apple, Amiga teaches that transparency is done by ignoring the color of the first color register and rendering those pixels as transparent, which is directly applicable to the four color registers in Hoffert. (*Id.*)

S3G argues that Amiga teaches away from combining its features with any other systems, and S3G says that considerable hindsight is required to pick out one element of the Amiga hardware system and combine it with an element of Hoffert's system in a totally different field. (CBr. at 96 (citing Tr. at 2480 (Richardson)).) S3G contends that the details of the Amiga technical reference manual and the Amiga patent do not support Dr. Delp's opinion that it would have been obvious to combine Amiga with Hoffert. (*Id.* (citing Tr. at 2479 (Richardson)).) S3G says there is no teaching in the Amiga computer of codewords or anything like codewords and Amiga did not send codewords because the colors are stored in color registers. (*Id.* (citing Tr. at 1740-41 (Delp), 2480 (Richardson)).) According to S3G, it would have required significant engineering effort to rework Amiga's hardware color register system to a system where colors are sent as codewords as part of compressed data. (*Id.* (citing Tr. at 2480 (Richardson)).)

S3G argues that the Amiga feature that Dr. Delp attempts to combine with other references is the use of "sprites", an area of an image, such as a small figure depicted in a game, that formerly—in the 1980s and 1990s—did not use three dimensions and where small figures moved around the screen while the area behind them might be transparent. (*Id.* (citing Tr. at 2570-71 (Richardson))).) Therefore, according to S3G, the Amiga patent discloses a detailed hardware implementation that includes a "sprite bus" component and "color registers." (*Id.* (citing Tr. at 1740 (Delp), 2480 (Richardson))).) S3G argues that it would not have been obvious or within the ability of a person of ordinary skill in the art to combine the logic shown in

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Figures 12 and 13 of the Amiga patent with the Hoffert patent's compression system to achieve the Amiga Combination Dr. Delp described. (*Id.* at 97 (citing Tr. at 2479-80 (Richardson)).)

Staff contends that the evidence is not sufficient to demonstrate clearly and convincingly that the Amiga Combination renders claim 16 obvious. (SBr. at 106.) Staff says that Dr. Delp's contention that it would have been obvious to combine Hoffert and Amiga is only based on the fact that such a combination provides the element of transparency that Hoffert lacks and that is not a sufficient basis under *KSR*. (*Id.* at 89.) Moreover, argues Staff, Dr. Richardson testified that the Amiga reference is not related to the compression and decompression aspects of the asserted patents and he demonstrated that the sprites in the Amiga computer use color registers and not codewords. (*Id.*) Staff says that Dr. Richardson also testified that a person of ordinary skill in the art would not pick a single feature out of the whole of the Amiga hardware and add it to the Hoffert patent because the two references are in totally different fields. (*Id.* at 89-90.)

The Administrative Law Judge concludes, for the same reasons discussed above regarding the GIF89a combination, that the evidence does not demonstrate clearly and convincingly that the Amiga Combination renders claim 16 obvious. Dr. Delp's testimony is based on hindsight, and when contrasted with Dr. Richardson's testimony about the unrelated fields of subject matter involved and the unlikelihood of a person of ordinary skill unearthing the Amiga information, does not amount to clear and convincing proof.

e) Secondary Considerations.

(1) *Whether Drebin was simultaneous and made claims 13 and 16 obvious.*

Apple argues that evidence of near-simultaneous invention of Drebin favors obviousness and cites case law in support of that statement. (CBr. at 129.) The Administrative Law Judge

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rejects Apple's contention that Drebin is prior art, for reasons already explained, and therefore rejects Apple's argument premised on near-simultaneous invention. However, Apple also argues that if Drebin is not accepted as prior art it is still highly persuasive evidence that it would have been obvious to a person of ordinary skill in the art to combine the "best fit line" selection of colors for CCC disclosed in Knittel with the four-color CCC block of Hoffert and use the transparency, or alpha, index of GIF89a, Adler, or Amiga with that combination. (*Id.* at 130.) Apple argues that Drebin independently made precisely these combinations at around the same time that S3G came up with the same invention and says that the Drebin inventors and S3G inventors both relied on the same prior art—CCC and Knittel—as a basis for their inventions. (RBr. at 130 (citing Tr. at 1271-73 (Drebin), JX-75C at 58-60 (Iourcha Depo)).) Apple contends that Drebin also independently invented the use of a predefined index for alpha values in a CCC-style block-based compression scheme with a four color block in which colors are selected using a "best fit line" at about the same time as S3G. (*Id.*) Apple says that both inventors came up with the same invention within a comparatively short space of time and this is persuasive evidence that the inventions was readily within the grasp of a person of ordinary skill in the art. (*Id.*)

S3G responds that there is no corroborated evidence that the Drebin group conceived the disclosed invention prior to filing its patent application a year after the S3 inventors invented. (CRBr. at 49.) S3G argues that a gap of one year between inventions is not simultaneity in the fast-moving field of computer graphics and says that SGI apparently filed its patent (Drebin) after S3 publicly disclosed its invention. (*Id.* (citing Tr. at 1746 (Delp), 2422 Richardson)).)

S3G also argues that its own evidence of objective indicia must be considered in evaluating the issue of obviousness. (CRBr. at 47) S3G says it detailed in its opening post-

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hearing brief all of the evidence of secondary indicia, including the following: the prior art teaching away from the invention; industry acceptance of and acquiescence to the invention; commercial success of products or processes using the invention; long-felt need for the invention; failure of others to make the invention; licensing of the invention; initial skepticism of the invention; and statements of acclaim for the invention. (*Id.*) Moreover, argues S3G, its evidence demonstrates the nexus between these objective indicia, which generally related to S3 texture compression (S3TC) or DirectX texture compression (DXTC) and the claimed inventions, which covers the essentially identical S3TC and DXTC. (*Id.* at 47.)

S3G argues that Apple's and Staff's contentions that S3G must prove nexus between the objective indicia and the "point of novelty" is erroneous and that the correct standard is between objective indicia and the claimed invention. (*Id.*) S3G says that it has demonstrated a prima facie nexus showing and therefore the burden of coming forward with evidence to rebut that nexus shifted to Apple and it failed to do so. (*Id.* at 49.)

The Administrative Law Judge is persuaded by the arguments and supporting evidence of S3G mentioned above and concludes that Apple's arguments that Drebin's invention was nearly simultaneous with the invention of the asserted claims is not supported by the evidence. As for S3G's arguments that its own evidence of secondary indicia overcomes Apple's evidence of obviousness, the Administrative Law Judge rejects these arguments for the reasons discussed above with respect to the '417 patent. Since S3G's evidence of secondary considerations is the same with respect to all of the asserted patents, it is not necessary to repeat them or the responses thereto. (*See* Section V.C.1.d) above.)

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4. '978 Patent.

a) Claim 11 in light of Hoffert and GIF89a.

Apple alleges that claim 11 of the '978 patent is invalid for being obvious in light of Hoffert combined with GIF89a. Apple says that these references teach all of the limitations of claim 11, relying on the same reasons given by Apple to support its allegation that the asserted claims of the '146 patent are obvious in light of Hoffert, Knittel and GIF89a. Knittel, however, is not included in Apple's obviousness contentions involving claim 11 of the '978 patent.

S3G disputes Apple's allegation that claim 11 is obvious in light of Hoffert and GIF89a for the same reasons it gave in opposing Apple's contentions of obviousness in connection with the '146 patent. (CBr. at 138.) Staff also disputes Apple's allegation that Hoffert and GIF89a render claim 11 obvious. (SBr. at 88.)

The Administrative Law Judge concludes, for the reasons discussed above regarding whether the combination of Hoffert, Knittel, and GIF89a renders claim 16 of the '146 patent invalid, that the combination of Hoffert and GIF89a does not render claim 11 of the '978 patent invalid.

b) Claim 11 in light of Hoffert and Adler.

Apple alleges that claim 11 of the '978 patent is rendered obvious by the combination of the Hoffert and Adler patents, adopting the arguments it made regarding its obviousness allegations concerning certain claims of the '146 patent. (CBr. at 138-139.)

S3G disputes Apple's allegation that claim 11 is obvious in light of Hoffert and Adler, relying on the same reasons it gave in connection with the '146 patent. (CBr. at 138.) Staff also disputes Apple's allegation that Hoffert and Adler render claim 11 of the '978 patent obvious. (SBr. at 90.)

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For the same reasons that the Administrative Law Judge found that the combination of Hoffert, Knittel, and Adler does not render claim 16 of the '146 patent invalid, the Administrative Law Judge concludes that the combination of Hoffert and Adler does not render claim 11 of the '978 patent invalid.

c) Claim 11 in light of Hoffert and Amiga.

Apple alleges that claim 11 of the '978 patent is obvious in light of the combination of Hoffert and Amiga, adopting its arguments with respect to obviousness of claim 16 of the '146 patent. (RBr. at 139.)

S3G disputes Apple's allegation that claim 11 is obvious in light of Hoffert and Amiga for the same reasons as the '146 patent. (CBr. at 138.) Staff also disputes Apple's allegation that Hoffert and Amiga render claim 11 of the '978 patent obvious. (SBr. at 89.)

The Administrative Law Judge concludes, for the reasons discussed above regarding claim 16 of the '146 patent, that the combination of Hoffert and Amiga does not render claim 11 of the '978 patent invalid.

d) Claim 14 in light of Hoffert and Knittel.

Apple alleges that claim 14 is rendered obvious by the combination of Hoffert and Knittel, adopting its arguments with respect to obviousness of claims 13 and 16 of the '146 patent. (RBr. at 139.)

S3G disputes Apple's allegation that claim 14 is obviousness in light of Hoffert and Knittel for the same reasons it gave in opposing Apple's contentions in connection with the '146 patent. (CBr. at 138.) Staff also disputes Apple's allegation that Hoffert and Knittel render claim 14 obvious. (SBr. at 91.)

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The Administrative Law Judge concludes, for the reasons discussed above regarding claims 13 and 16 of the '146 patent, that the combination of Hoffert and Knittel renders claim 14 of the '978 patent invalid.

e) Claim 16 in light of Hoffert or Drebin combined with prior art expressly disclosing headers.

Apple contends that claim 16 of the '978 patent is obvious in light of either Hoffert or Drebin combined with QuickTime, Normile, or the knowledge of a person of ordinary skill in the art, pointing to its arguments and evidence relating to the '417 patent. (RBr. at 139-140.)

S3G responds that the combination of Drebin and QuickTime was not mentioned in Apple's pre-hearing brief and Apple did not solicit any testimony regarding this combination. (CRBr. at 62.) S3G says therefore this combination must be rejected as having been waived under Ground Rule 7.2, and so it is. (*See* Order No. 4, Ground Rule 7.2.)

As for the other combinations mentioned by Apple—Drebin with Normile and Drebin with the knowledge of persons of ordinary skill in the art, S3G says these too must be rejected for reasons provided by S3G with respect to the '146 patent. (CRBr. at 62.) Furthermore, according to S3G, evidence of objective indicia show that the asserted claims of the '978 patent are not obvious. (*Id.*)

Staff contends that none of the combinations mentioned by Apple clearly and convincingly supports Apple's contentions of obviousness, and relies on the arguments previously made relative to the '087 patent. (SBr. at 92.)

The Administrative Law concludes, for the reasons discussed above with respect to the '417 patent, that the combination of Hoffert and the knowledge of persons of ordinary skill in the

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art renders claim 16 of the '978 patent obvious, but the other combinations mentioned by Apple do not.

D. Validity Under 35 U.S.C. § 112.

Lack of Written Description.

Patents are presumed valid. 35 U.S.C. § 282. The first paragraph of Section 112 says: “The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same. . . .” 35 U.S.C. § 112. “The form and presentation of the description can vary with the nature of the invention; compliance with the written description requirement is a fact-dependent inquiry.” *In re Skvorecz*, 580 F.3d 1262, 1269 (Fed. Cir. 2009). “[T]he applicant [for a patent] may employ ‘such descriptive means as words, structures, figures, diagrams, formulas, etc., that fully set forth the claimed invention.’” (*Id.* (citing *In re Alton*, 76 F.3d 1168, 1172 (Fed. Cir. 1996)).) The adequacy of the description depends on content, rather than length. *In re Hayes Microcomputer Products, Inc. Patent Litigation*, 982 F.2d 1527, 1534 (Fed. Cir. 1992). “Specifically, the level of detail required to satisfy the written description requirement varies depending on the nature and scope of the claims and on the complexity and predictability of the relevant technology.” *Ariad Pharms., Inc. v. Eli Lilly & Co.*, 598 F.3d 1336, 1352 (Fed. Cir. 2010) (en banc). The specification must objectively demonstrate that the applicant was in possession of the claimed subject matter. (*Id.* at 10, 12.) Compliance with the written description requirement is a question of fact, and in order to overcome the presumption of validity Apple must set forth clear and convincing evidence. *Centocor Ortho Biotech, Inc. v. Abbott Labs.*, 636 F.3d 1341, 1347 (Fed. Cir. 2011).

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Enablement.

The first paragraph of Section 112 says: “The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same. . . .” 35 U.S.C. § 112.

According to the Federal Circuit:

Enablement is determined as of the effective filing date of the patent's application. To be enabling, the specification of a patent must teach those skilled in the art how to make and use the full scope of the claimed invention without ‘undue experimentation.’ Whether undue experimentation would have been required to make and use an invention, and thus whether a disclosure is enabling under 35 U.S.C. § 112, ¶ 1, is a question of law that we review de novo, based on underlying factual inquiries that we review for clear error. Because patents are presumed valid, lack of enablement must be proven by clear and convincing evidence.

ALZA Corp. v. Andrx Pharmaceuticals, LLC, 603 F.3d 935, 940 (Fed. Cir. 2010) (internal citations and quotations omitted). Factors that should be considered with respect to this inquiry into whether a disclosure requires undue experimentation (“*Wands* factors”) are as follows:

(1) the quantity of experimentation necessary, (2) the amount of direction or guidance presented, (3) the presence or absence of working examples, (4) the nature of the invention, (5) the state of the prior art, (6) the relative skill of those in the art, (7) the predictability or unpredictability of the art, and (8) the breadth of the claims.

Id.

Indefiniteness.

According to the Federal Circuit a claim is indefinite only if the claim is “insolubly ambiguous, and no narrowing construction can properly be adopted. . . . If the meaning of the claim is discernible, even though the task may be formidable and the conclusion may be one over which reasonable persons will disagree, we have held the claim sufficiently clear to avoid

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invalidity on indefiniteness grounds.” *Exxon Research & Eng'g Co. v. United States*, 265 F.3d 1371, 1375 (Fed. Cir. 2001).

Apple contends that all of the asserted claims of the ‘417 patent are invalid because they do not sufficiently describe how to use information from outside a block to encode or decode the block so that a person of ordinary skill would be able to implement such a compression scheme without undue experimentation. (RBr. at 107-111.) Apple argues that 35 U.S.C. § 112 requires that a patent must disclose sufficient information to enable those skilled in the art to make and use the claimed invention and says the full scope of the claimed invention must be enabled. Apple says that S3G, having argued during claim construction that the asserted ‘417 patent claims are not limited to systems that only use information from within a block to encode and decode the block, must face the consequence that it did not enable the full scope of its claims. (*Id.* at 108.) Apple argues that Dr. Delp testified that at the time of the invention, a person of ordinary skill in the art would have had to engage in undue experimentation to develop a technique to encode or decode an image block using information from outside the image block that meets the other requirements of the asserted claims. (*Id.* at 109 (citing Tr. at 1680-82 (Delp)).) Apple adds, Mr. Iourcha, the inventor, testified that he did not invent a scheme that uses information from neighboring blocks. (*Id.*) Apple argues that Mr. Iourcha conducted experiments that demonstrate that the asserted patents do not enable the broad scope of the current claims. (*Id.*)

Apple also argues that the asserted claims lack a written description because there is no evidence that the S3G inventors were in possession of an invention that used information from outside a block to encode or decode the block. (*Id.* at 110.) Apple says that Dr. Delp testified

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that there is no embodiment disclosed or referred to in any of the specifications of the asserted patents that teaches the use of information from outside an image block to encode or decode the block. (*Id.*) According to Dr. Delp, the patents' teaching of a converting to a different color space, such as converting from RGB to YUV, is a simple mathematical operation done on a pixel by pixel basis, is typically performed before compression, and does not involve information outside of the image block. (*Id.*) Apple argues that the asserted patents only disclose that in some cases, conversion to a different color space before encoding the original image may be useful, and in light of the claim constructions that have been established in this Investigation, claims 7, 12, 15, and 23 of the '417 patent are invalid for failing to comply with the written description requirement of 35 U.S.C. § 112. (*Id.* at 111.)

Additionally, according to Apple, because claim 7 of the '417 patent, which depends from claim 1, requires decomposing an image into at least one image block, compressing each block, and ordering the encoded image blocks into a data file, the patent's language encompasses systems that compress only one image block. (*Id.*) Apple argues that claim 12, which similarly mentions ordering at least decompressed image blocks in an output file, also encompasses one image block, and argues that the word "ordering" in the context of these claims is nonsensical because there is no ordering to be done in the case of only one image block. (*Id.*) Therefore, Apple asserts that the claims are invalid because they do not adequately apprise one of ordinary skill in the art of their intended scope. (*Id.*)

S3G responds that Apple's arguments on these points are specious. First, S3G notes that the claim constructions that Apple refers to in making its argument do not require the use of information from outside the block for decoding. (CBr. at 103-104.) S3G notes that Dr. Richardson testified that those of ordinary skill in the art could make and use the claimed

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invention in a manner consistent with the claim terms as they have been construed. (*Id.* at 104 (citing Tr. at 2501 (Richardson)).) S3G notes that Dr. Richardson also explained that converting from YUV to RGB color space, as mentioned in the specifications of the asserted patents, was an example of using information outside the block during the encoding or decoding process. (*Id.* (citing Tr. at 2501-06 (Richardson)).) S3G notes also that the Feng reference cited on the face to the asserted patents, discloses the use of information from neighboring blocks during compression and decompression. (*Id.*)

As regards Apple's quotation from Mr. Iourcha's deposition, S3G points out that Dr. Iourcha was asked the same question in his deposition and said that there is nothing precluding someone from converging an image to S3TC format from using information outside the block. (*Id.* at 105 (citing JX-75C at 167).) S3G says that Mr. Iourcha did not testify that he had not invented a compression scheme that used codewords or base colors from neighboring blocks, but, rather, said that his co-inventors did evaluate systems that used information from outside the block and simply decided not to implement such a system in the specific chips his group was developing at S3. (*Id.*) S3G argues that Mr. Iourcha left S3 before the asserted patents issued and has never looked at them, which makes his deposition testimony on written description and enablement speculative at best.

As for Apple's argument that it makes no sense to "order" at least one image block, S3G says the Dr. Delp did not explain how his perception of the existence of irregular grammar in the language of the two claims mentioned renders the claim terms insolubly ambiguous. (*Id.*) S3G notes that Apple had no problems defining the term in its pre-hearing brief (*id.* (citing Apple's Prehearing Br. at 150-151).) S3G says that Dr. Richardson testified that the claimed phrase "ordering the encoded image blocks into a data file" would have the following meaning to one of

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ordinary skill in the art: “placing each block in a defined order into an output data file.” (*Id.* at 105-106 (citing Tr. at 2499-2500 (Richardson)).)

Staff also opposes Apple on this point, responding that Dr. Richardson testified that it was his understanding that the claim language did not require information from outside the block to be used for encoding and decoding. (SBr. at 27-28.) Dr. Richardson said that conversion from RGB to YUjV color space is an example of using information from outside the block. (*Id.*) Staff says that Dr. Delp failed to provide any support for his conclusion that conversion from one color space to another does not support the claim construction permitting information outside the block to be used in encoding and decoding; therefore Apple has failed to carry its burden of producing clear and convincing evidence that the asserted claims of the ‘417 patent are invalid. (*Id.* at 28.)

As for Apple’s allegation that claims 7 and 12 of the ‘417 patent are invalid as indefinite because of the term “ordering at least one image block,” Staff says Dr. Delp offered no basis for his opinion that this language would not be understandable to a person of ordinary skill in the art and therefore Apple failed to carry its burden of establishing by clear and convincing evidence that these claims are indefinite under 35 U.S.C. § 112. (*Id.* at 72-73.)

The Administrative Law Judge concludes that Apple has not demonstrated by clear and convincing evidence that any of the asserted claims of the ‘417 patent are invalid under Section 112. Although Apple had proposed that pertinent claim terms should be negatively construed so as to restrict information used to encode or decode an image block to only information therein, there is nothing in any of the claim constructions that *requires* the use of information outside the block such that a person of ordinary skill would not know how to make use of information outside the block. Apple’s argument is based on a false premise and is rejected.

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The Administrative Law Judge likewise rejects Apple's second argument that the word "ordering" in the context of a single object is unintelligible. Dr. Delp apparently based his testimony on the assumption that "ordering" means to arrange in some sequence and that cannot be done when there is only one item. However, "ordering" can also include issuing a command and would not require a plurality of objects. Even in the case where the word is meant to apply to arrange objects in sequence, given the fact that the claims apply to at least one, but possibly more, block, it is readily apparent to anyone using common sense that "ordering" applies to those instances where there are more than one block.

For these reasons, the Administrative Law Judge concludes that the evidence does not demonstrate clearly and convincingly that the asserted claims of the '417 patent are invalid by reason of 35 U.S.C. § 112.

Just as with the '417 patent, Apple contends that the asserted claims of the '146 patent are invalid for lack of enablement and violation of the written description and definiteness requirements. However, Apple does not elaborate anything further about that topic in making that assertion with respect to the '146 patent. (RBr. at 131.) For the reasons mentioned above with respect to the '417 patent, the Administrative Law Judge rejects Apple's allegations and finds the asserted claims of the '146 patent are not invalid based on any Section 112 defenses.

Apple further contends that claims 11, 14, and 16 of the '978 patent lack enablement and violate the written description requirement for the reasons, applying the same reasons set forth regarding the '417 patent. (RBr. at 140.)

S3G says Apple failed to meet its burden to demonstrate that any of the asserted claims of the '978 patent are invalid under Section 112, relying on its arguments for the '146 patent. (CRBr. at 62; CBr. at 103-105.)

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Staff says the evidence does not demonstrate clearly and convincingly that the asserted claims of the '978 patent are invalid for want of enablement or lack of written description, citing its arguments regarding the '087 patent. (SBr. at 85-86.)

The Administrative Law Judge concludes, for the reasons discussed above relative to the '417 patent, that the evidence is not sufficient to demonstrate clearly and convincingly that the asserted claims of the '978 patent are invalid on the grounds set forth by Apple.

VI. LICENSE AND PATENT EXHAUSTION DEFENSES.

A. Applicable Law.

Express or Implied License.

A patent license agreement is essentially a promise by the licensor not to sue the licensee, and “can be written to convey different scopes of promises not to sue, *e.g.*, a promise not to sue under a specific patent or, more broadly, a promise not to sue under any patent the licensor now has or may acquire in the future.” *Spindelfabrik Suessen-Schurr, Stahlecker & Grill GmbH v. Schubert & Salzer Maschinenfabrik Aktiengesellschaft*, 829 F.2d 1075, 1081 (Fed. Cir. 1987). Express and implied patent licenses are defenses to patent infringement. *Carborundum Co. v. Molten Metal Equipment Innovations, Inc.*, 72 F.3d 872, 878 (Fed. Cir. 1995).

With respect to the implied license defense to patent infringement, the Federal Circuit has explained that

[this] defense is typically presented when a patentee or its licensee sells an article and the question is whether the sale carries with it a license to engage in conduct that would infringe the patent owner’s rights. In that setting, this court has set forth two requirements for the grant of an implied license. First, the equipment involved must have no noninfringing uses. If there is no noninfringing use, it may be reasonable to infer that there has been a relinquishment of the patent monopoly with respect to the article sold. Second, the circumstances of the sale must plainly indicate that the grant of a license should be inferred.

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Zenith Electronics Corp. v. PDI Communication Systems, Inc., 522 F.3d 1348, 1360 (Fed. Cir. 2008) (internal citations and quotations omitted).

Patent Exhaustion.

“[T]he initial authorized sale of a patented item terminates all patent rights to that item.” *Tessera, Inc. v. International Trade Comm'n*, --- F.3d ----, 2011 WL 1944067 *10 (Fed. Cir. 2011) (quoting *Quanta Computer, Inc. v. LG Elecs., Inc.*, 553 U.S. 617, 625 (2008)).

B. S3 Inc. and NVIDIA.

Apple contends that by reason of a Term Sheet Agreement that was executed by S3 Incorporated (“S3”) and NVIDIA Corporation¹⁸ (“NVIDIA”) on February 1, 2000, NVIDIA has the right to make use of all of the asserted patents and, therefore, to the extent that Apple products that incorporate NVIDIA GPUs are accused of infringing the asserted patents, Apple is not guilty. (RBr. at 140-141.) The Term Sheet Agreement (JX-14C) is a seven-page document signed by officers of NVIDIA and S3 and recites that {

} which among other things includes a section entitled {

}

The document includes a provision for the dismissal of pending federal patent infringement lawsuits between the parties, {

} (RBr. at 143-144; JX-14C at

¹⁸ NVIDIA is the maker of GPUs that are included in some of the Accused Products. (See RBr. at 140.)

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SCG00084804.) The document includes a provision entitled { } stating the following:

{

}

(JX-14C at SCG00084805.) The document defines { } as

{

}

(*Id.*) The document defines {

} (*Id.* at SCG00084806.)

The document defines { } as follows:

{

}

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(*Id.* at S3G00064805.)

Apple says that when S3 transferred ownership of the asserted patents to S3 Graphics Co. Ltd., the transfer was expressly subject to the { }

(RBr. at 141-142 (citing Tr. at 1850-51 and referencing the Term Sheet at paragraph 2 (f))):

{

}

(JX-14C at SCG00084808.) The Term Sheet defines {

} (*Id.* at SCG00084805.) Apple recognizes that following the execution of the Term Sheet, a Settlement Agreement { } was not executed by the parties. (RBr. at 143-144.) Apple explains that other steps were taken by the parties, including dismissal of the federal patent infringement lawsuits and payment of \$1.9 million by NVIDIA to S3 after S3 prevailed in the appeal that was specifically excepted from dismissal in the Term Sheet. (*Id.*)

Apple maintains that the legal effect of the Term Sheet has to be decided in accordance with California law because that is where the parties signed the document, where they maintained their principal places of business, and where the lawsuits that were the primary subjects of the transaction were pending. (RBr. at 142.) Apple says that S3G does not contest that California law controls the interpretation and enforcement of the Term Sheet as well as the

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patent licenses. (*Id.*) Apple argues that the parties who signed the Term Sheet did so with knowledge that it stated that it { } (*Id.* See also JX-14C at S3G000064810.) Apple says that one day after the Term Sheet was signed, S3 and NVIDIA jointly informed the district court judge that they had “reached agreement on a settlement of this case and have entered into a binding Term Sheet” which was in the process of being formalized into a Settlement Agreement. (*Id.* at 142-143.) Apple says S3 and NVIDIA requested that a scheduled pre-trial conference and trial dates be vacated and told the judge that “once the Settlement Agreement is formalized and executed” the parties would submit a stipulation of dismissal and proposed final judgment consistent with the terms of their settlement. (*Id.* at 143.)

Apple says that instead of preparing a separate Settlement Agreement, S3 and NVIDIA elected to treat the Term Sheet as their final agreement, and on that basis, they prepared and submitted to the district court a Joint Stipulation of Dismissal and Final Judgment. (*Id.*) Thereafter S3 and NVIDIA treated the Term Sheet as the written expression of their agreement. (*Id.*) Apple says that S3 never disavowed the Term Sheet or took a position that it was not binding, but, to the contrary, by word and deed acknowledged that the Term Sheet was a written expression of a valid and enforceable contract, such as by entering into dismissals of the subject litigation and shortly afterwards joining in a press release announcing that the parties had settled their litigation and had agreed to a broad patent cross-licensing agreement. (*Id.*) Apple says that both S3 and NVIDIA performed their obligations as set forth in the Term Sheet, including NVIDIA’s payment of \$1.9 million to S3 after S3 prevailed on appeal. (*Id.* at 143-144.) Apple says that in August 2000, S3 entered into an investment agreement with Via Technologies, Inc. (“Via”) to form a joint venture that resulted in the formation of S3 Graphics Co. Ltd. (*Id.* (citing JX-31C (Amended and Restated Investment Agreement)).) (*Id.*) In accordance with the

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investment agreement, S3 conveyed its Graphics Chip Business and related intellectual property to the joint venture, and a schedule attached to the agreement {

} (*Id.* (citing JX-31C at S3G00077889; JX-34C at S3G00078454 (Schedules)).) Apple says the investment agreement, at Section 3.14(c), states that the licenses { } are “in full force and effect.” (*Id.*) Apple says that Section 3.11 of the investment agreement says that S3 is “bound” by the listed licenses, which are “material” to the Graphics Chip Business.” (*Id.* (citing JX-31C at S3G00077887-88).)

Apple argues that the Term Sheet is a binding and enforceable contract because California courts have consistently found that when parties “engage in preliminary negotiations...to reach an agreement,” those “negotiations ordinarily result in a binding contract when all of the terms are definitely understood, even though the parties intended that a formal writing embodying these terms was to be executed later.” (*Id.* (referencing 1 B.E. WITKIN, SUMMARY OF CAL. LAW, Contracts, § 133, at 172 (10th ed. 2005); *Harris v. Rudin, Richman & Appel*, 74 Cal. App. 4th 299, 307 (1999); *Ersa Grae Corp. v. Fluor Corp.*, 1 Cal. App. 4th 613, 624 n. 3 (1991)).)¹⁹ Apple cites various California appellate court cases that hold that agreements are enforceable even though they contemplated more formal documents that were never materialized. (*Id.* at 145.)

¹⁹ Only decisions by the highest court of the jurisdiction are determinative of state law. Decisions of lower courts are, at best, persuasive. *Microstrategy Inc. v. Business Object, S.A.*, 429 F.3d 1344 (Fed. Cir. 2005).

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Apple cites to a Ninth Circuit decision, *Facebook, Inc. v. ConnectU, Inc.*, slip op. 08-16745 (9th Cir. Apr. 11, 2011),²⁰ which Apple contends is directly in point. Apple reports that in that case the contesting parties entered into a handwritten one-and-a-third page handwritten settlement document entitled “Term Sheet & Settlement Agreement” which provided that the parties may prepare formal papers to further effectuate what they had agreed, although the handwritten agreement stated that it was binding. (*Id.* at 146.) Apple argues that one of the contesting sides later challenged the handwritten agreement on the ground that it was never formalized, but the Ninth Circuit rejected this challenge, holding that the handwritten agreement was a binding and enforceable contract. (*Id.*) Apple says the court decided that as long as the parties meant to bind each other and agreed on the essential terms, it was enforceable under California law, saying: “This is not a very demanding test” and the handwritten document “easily passe[d] it” because the key terms were sufficiently definite. (*Id.* at 146-147.)

Apple says that the Term Sheet between NVIDIA and S3 more easily qualifies as a binding contract under California law because not only does it contain an express statement that { } but it also comprises seven single-spaced pages of detail that sets out all of the essential elements of { } (*Id.* at 147.) Apple says the Term Sheet far exceeds in scope and detail the document that was found to be an enforceable contract in *Facebook*, and points out that the Term Sheet states { } (*Id.* at 147-148.)

²⁰ Note, this opinion was amended and was published as *Facebook, Inc. v. Pacific Northwest Software, Inc.*, 640 F.3d 1034 (9th Cir. 2011). The slip opinion cited by Apple is no longer good law, although the portions Apple relies on do not appear to differ in substance.

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Apple argues that California courts, when construing the parties' intent in contract cases, also look to the parties' subsequent course of conduct, and in doing so, favor settlements. (*Id.* at 148 (citation omitted).) Apple says that in the transaction under consideration here there is nothing indefinite or uncertain about what S3 and NVIDIA intended to accomplish by the Term Sheet—settling their mutual litigations and establishing a patent license arrangement. Apple says that any doubts about their intentions were removed when they settled and dismissed their lawsuits, issued a press release publicly announcing their agreement, and embarked upon a course of action that otherwise adhered to their obligations in accordance with the Term Sheet. (*Id.*) Apple says that well-recognized policy in California that favors enforcing settlement agreements also favors enforcement of this Term Sheet. (*Id.* at 149 (citations omitted).) Apple argues that a party who challenges the validity of a settlement agreement faces a heavy burden in doing so under California jurisprudence. (*Id.* (citations omitted).) Apple argues that S3G is challenging a settlement agreement that has been in existence for eleven years without any previous indication of doubt or controversy, and the Term Sheet has even been {
} while not once during that period has S3G ever informed NVIDIA that S3G disputed the existence of a license. (*Id.*) Therefore, argues Apple, S3G has not come close to meeting its heavy burden under California jurisprudence of invalidating the Term Sheet { } (*Id.*)

Apple says that under California law “[t]he facts recited in a written instrument are conclusively presumed to be true as between the parties thereto, or their successors in interest.” (*Id.* (citing Cal. Evid. Code § 622).) Apple points to the fact that the Term Sheet states, {
} (*Id.* See also JX-14C at S3G00064804.) Apple

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says that the Term Sheet recites that the {

} (*Id.* at 150.) Apple points to the {

section of the Term Agreement, quoted above, and notes that “Patents,” as mentioned in the document, includes {

} (*Id.*) Apple argues

that since the asserted patents rely on an October 2, 1997 filing date, all of them are licensed to NVIDIA. (*Id.*) Apple says that {

} (*Id.*) Apple argues that under lesser facts, courts have routinely enforced settlement agreements, including patent licenses. (*Id.* at 150-151 (citing *Core-Vent Corp.*, 53 F.3d 1252, 1254-55 (Fed. Cir. 1995)).)

Apple contends that when S3 transferred ownership of its Graphics Chip Business intellectual property, including the ‘431 patent and related applications, to the joint venture that became S3G, it did so subject to the licenses it already had granted under the patents, including the license to NVIDIA. (*Id.* at 151.) Apple says it is a long-standing rule of California jurisprudence that an assignee takes a patent subject to all prior licenses granted by the former owners. (*Id.* (citations omitted).) Apple says that S3G had notice of the licenses that S3 had granted {

} (*Id.* at 152

(citing JX-34C at S3G00078479 (Schedule 3.14(c)(ii))).) Apple argues that the Term Sheet contemplates {

} (*Id.* (citing RX-38C at NVIDIA000004-6).)

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Apple says that S3G's conduct reveals that it has been aware that NVIDIA is licensed under the asserted patents, noting that in an { } advised Ken Weng, the CEO of S3G, that { }

} (*Id.* at 153.)

According to Apple, internal records of S3G reveal that in { } considered all practical uses of S3TC { } because Microsoft, NVIDIA, AMD, and Intel were all licensees; that in the following { } and that in a { } already have licenses to support S3TC in their GPUs. (*Id.* (citing RX-597C at S3G00067400).)

According to Apple, { } was instrumental in making use of the { } technology into its own hardware, and in an email exchange with { } invoked the Term Sheet, pointing out that { }

{ } (*Id.*) Apple cites the following email sent by him to { }:

According to my manager. There is a { }

(*Id.* (citing Tr. at 1353-54, 1882-83 (Domingo); RX-43C at S3G00085178).) Apple says that NVIDIA relied on the fact that { } was S3G's OpenGL ARB Representative, which was a significant position in the OpenGL standards group, and says that after NVIDIA acknowledged the patent license, { } technology in its own products, thus evidencing that S3G itself relied on the Term Sheet. (*Id.* at 154.)

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S3G responds that Apple’s asserted license-based defenses only concern a subset of S3G’s infringement proofs—the hardware-based DXT products—and those only apply to a subset of the infringing Mac computers. (CRBr. at 70-71.) S3G attacks Apple’s position by arguing that the Term Sheet contemplated the execution of a full and complete {

} (CRBr. at 71 (citing Tr. at 1867-74 (Domingo))). S3G says that it is undisputed that the parties never executed a Settlement Agreement. (*Id.* (citing Tr. at 1861 (Domingo))). S3G contends that the proposed { } was never effected. (*Id.* at 72.) S3G says that neither Apple nor S3G are, or ever have been, parties under the Term Sheet. (*Id.*) Because a full and complete { } was never prepared, argues S3G, it is not possible to determine whether, how, and to what extent the rights and obligations of the { } would extend to third parties such as S3G. (*Id.*)

S3G says that even if one were to conclude that the Term Sheet constitutes an enforceable contract, the only objective evidence of NVIDIA’s and S3’s intent as to the duration of a possible { } is their jointly drafted and publicly released press release of February 9, 2000, saying that they had agreed to enter into a seven-year mutual broad patent license agreement. (*Id.* (citing Tr. at 1841-42, 1883 (Domingo))). Therefore, according to S3G, any patent license agreement arising out of the parties’ settlement agreement would have expired well before the date S3G filed its complaint that is the subject of this Investigation. (*Id.*) The Administrative Law Judge finds that this argument, however, contravenes the { } provision in the Term Sheet, which says, {

} (JX-14C at

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S3G00064806.) The { } is defined in the Definitions section of the Term Sheet, in the paragraph that defines the term { } as follows:

{

}

(*Id.* at SCG00084805.) All of the asserted patents, regardless of their priority dates, were issued within seven years of the signing of the Term Sheet, the last one, the '087 patent, having an issue date of May 9, 2006. (JX-1.) Thus, all of the asserted patents satisfy the definitions set forth in the Term Sheet.

S3G argues that Apple is selective in references to the Term Sheet and under California law, which requires interpretation of the document as a whole, this document is not a contract granting patent cross-licensing because it wholly fails to recite fundamental material terms. (CRBr. at 72.) S3G says that the Intel license does not insulate Apple from infringement based on the sale, and importation of GPUs that are not Intel's, such as NVIDIA or AMD/ATI or iDevice GPU cores that are used in an infringing manner or Apple software that performs image rendering in an infringing manner, such as the iOS SDK and the Mac OS X or PVRTC formatted files. (*Id.* at 73.) S3G says it agrees that Intel has acquired a patent license that covers Apple's use of an Intel device with circuits directed to S3TC functions and recognizes that this patent license applies only to a limited number of Apple Mac computers that incorporate Intel "HD Graphics" devices. (*Id.*) Therefore, says S3G, it has focused its infringement contentions with respect to Apple Mac computers solely on Apple's use of unlicensed hardware and software components, viz: Intel CPUs, NVIDIA or AMD/ATI GPUs or iDevice GPU cores, or Apple's

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iOS SDK and Mac OS X or PVRTC formatted application files. S3G says that even though Apple Mac computers can, at other times, also perform “licensed” image decompression using a licensed Intel GPU, those same computers can at other times also perform infringing compression or decompression when using an unlicensed external non-Intel GPU or Apple software capable of performing inventions claimed in the asserted patents. (*Id.*)

S3G claims that the Term Sheet lacks many material terms required for a valid and enforceable { } grant because it has no “Effective Date” due to the fact that that term is dependent on the execution of a Settlement Agreement and therefore it and other terms such as “Patents,” “Term,” “Releases,” and “Covenants” are also undefined. (*Id.* at 74.) S3G argues that in order to cure these deficiencies, one would have to reform the document so that the meanings of these terms could be discerned, and there is no basis in law or fact for doing that. (*Id.* at 75.) S3G faults Apple for “unilaterally substitut[ing] the date of the ‘Term Sheet’ for the ‘Effective Date’ despite the fact that the ‘Effective Date’ is expressly defined as something else altogether (i.e., the date of execution of the non-existent “Settlement Agreement”). (*Id.*) S3G argues that Apple has provided no factual or legal basis for rewriting the definition of “Effective Date” simply to suit Apple’s purposes in this Investigation, and this is particularly true, argues S3G, given the fact that NVIDIA admits, according to the testimony of its Mr. Domingo, that there is no way to determine which patents would be subject to the { }-license in the absence of an “Effective Date.” (*Id.* at 75-76 (citing Tr. at 1867-69 (Domingo))). S3G argues that, absent a viable response from Apple about the defective “Effective Date” provision in the Term Sheet, the document fails to clearly and unequivocally identify the patents to which it applies and therefore it cannot be considered to be a “full and complete” settlement agreement under California law.

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S3G says the evidence clearly establishes that the parties to the Term Sheet envisioned a formalized, detailed, and mandatory procedure to govern exactly how an “Outside Party” would take rights and obligations upon an assignment of assets of a party to the Term Sheet. (*Id.* (citing Tr. at 1870, 1873-74 (Domingo)).) S3G contends that because the parties failed to execute the Settlement Agreement, there arose no mechanism for determining the respective rights and obligations of “Outside Party” (*Id.* (citing Tr. at 1875 (Domingo)).) S3G says Apple’s position ignores the “Assignment” provisions of the Term Sheet by factoring out every provision that would benefit the “Outside Party” in favor of one that would only burden. S3G says Apple engages in the type of contract reconstruction that is prohibited under California law, citing *Smissaert v. Chiodo*, 163 Cal. App. 2d 827, 830 (Cal. Ct. App. 1958) and quoting the following statement from the decision: “In the absence of ambiguity this must be determined by a construction of the instrument as a whole”. (*Id.* at 76-77 (citing also Cal. Civ. Code § 1641— “The whole of a contract is to be taken together, so as to give effect to every part, if reasonable, each clause helping to interpret the other.”).)

S3G says that Section 2(f) of the Term Sheet’s Assignment section does not operate in a vacuum as a catch all provision and the benefits therein mentioned must be accompanied by the burdens. (*Id.* at 77.) S3G says the {

} (*Id.* (citing Tr. at 1872 (Domingo)).) S3G contends that Apple ignores the fact that the absence of material terms makes it impossible to determine the scope of the {

} (*Id.*) S3G argues that even if the burdens of a license obligation could transfer to a third party in isolation and without any of the

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contemplated benefits set forth in the Term Sheet, there is no basis to simply presume that the New Field of Use for the license obligations would necessarily include NVIDIA components at issue in this Investigation. (*Id.*)

S3G argues that Apple’s reliance on *Facebook* is misplaced because the court there determined that the term sheet was an enforceable contract despite its mention of more “formal” documents and the court was able to reach this conclusion because the parties had included all material terms and agreed that more formal documents “may”—as opposed to “shall”—be prepared in the future. (*Id.* at 78 (citing the same slip opinion relied on by Apple: *Facebook, Inc. v. Pac. Nw. Software, Inc.*, 2011 WL 1346951 (9th Cir. April 11, 2011)).) S3G says neither of the decisional bases relied on in *Facebook* apply to the facts defining the NVIDIA Term Sheet. (*Id.*) Unlike *Facebook*, NVIDIA and S3 expressly agreed to {

} which was to be executed and delivered. (*Id.*) S3G notes that the district court in *Facebook* noted in its Order Granting Plaintiffs’ Confidential Motion to Enforce the Settlement Agreement that it was significant that the parties used the word “may” as opposed to “will” and had they wished to require more formal documents they could have indicated they will or shall executed them. (*Id.*) S3G says, with respect to Apple’s argument that the term sheet in *Facebook* was handwritten and shorter than the Term Sheet at issue here, that those distinctions are irrelevant to the analysis here. (*Id.*) S3G says the critical factors are whether the Term Sheet includes all material terms and whether the parties expressly agreed that they “shall” (as opposed to “may”) prepare more formal documentation. (*Id.* at 79.)

According to S3G, the Term Sheet not only states that the parties {

} but it is also structured such that the

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entirety of the postulated rights and obligations under the Term Sheet expressly hinge upon preparation of a { } (Id.)

S3G argues that Apple’s contention that the material terms are clearly recited in the Term Sheet is superficial because the document does identify the {

} or any of a multitude of material terms that are commonly found in { }-license agreements that are required under California law, citing *Weddington Productions, Inc. v. Flick*, 60 Cal. App. 4th 793, 815-16 (1998). Thus, argues S3G, under the reasoning in *Facebook*, the NVIDIA Term Sheet is not a full and complete Settlement Agreement under California law. (Id.)

S3G says that Apple has incorrectly described the Amended and Restated Investment Agreement (“ARIA”) through which S3 transferred the asserted patents. (Id. at 80.) S3G says that Apple is wrong in saying that ARIA considered the Term Sheet as an enforceable contract and that the asserted patents were transferred to S3 Graphics Co., Ltd. subject to the rights and obligations set forth in the Term Sheet. (Id.) S3G says that in a schedule to the ARIA {

} (Id.) In fact, says S3G, the ARIA definitively states the opposite—“Except as disclosed on Schedules 3.14(a)(i), (ii), to S3’s knowledge, the Intellectual Property Assets *are free and clear of all Encumbrances* except Permitted Encumbrances,” where “Encumbrances” are broadly defined as any “encumbrance or restriction of any type whatsoever.” (Id. at 80-81.) S3G says that with respect to the asserted patents there are {

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} (*Id.* at 81 (citing JX-34C at S3G00078454-472).) According to S3G, the express terms of ARIA shows that the asserted patents were transferred “free and clear” of any “encumbrance or restriction of any type whatsoever.” (*Id.*)

S3G says that ARIA disclosed the {

} (*Id.* (citing JX-31C at S3G00078394).) S3G argues that the { } of the Term Sheet stands in sharp contrast with the { } license, since expired, which was disclosed on Schedule 3.14(c)(ii) and assigned on Schedule 3.11(b)(i). (*Id.* (citing JX-34C at S3G00078394).) S3G says that S3 did not disclose its most high-profile litigation at the time of the ARIA was executed—the then-pending Federal Circuit Appeal of its litigation with NVIDIA to which the Term Sheet was directed, and contends that this too demonstrates that ARIA does not purport to transfer assets “subject to” any of the rights or obligations in the Term Sheet. (*Id.* (citing JX-31C at S3G00077887; JX-33C at S3G00078224-229).) Unsurprisingly, argues S3G, when S3 eventually won its appeal against NVIDIA, they then re-negotiated a new settlement of \$1.9 million--none of which was paid to S3 Graphics Co., Ltd. (*Id.* (citing Tr. at 1832, 1877 (Domingo), 195 (Weng)).) Rather, argues S3G, NVIDIA paid all of the compensation it received to an unrelated entity. (*Id.* at 81-82 (citing Tr. at 1877).) S3G argues that ARIA, read as a whole, expressly demonstrates that the Term Sheet was never assigned to S3 Graphics Co., Ltd., none of the benefits or burdens outlined in the Term Sheet were assigned to S3 Graphics Co., Ltd., and S3 believed that it could assign the asserted patents to S3 Graphics Co., Ltd. expressly “free and clear of all Encumbrances.” (*Id.*)

S3G says the evidence reveals that NVIDIA and S3 went ahead and submitted a Stipulation of Dismissal without informing the court that they had in fact failed to prepare and

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execute a Settlement Agreement due to outstanding disputes. (*Id.* at 82 (citing Tr. 272-73 (Weng), 1837 (Domingo)).) S3G says the court dismissed the case, apparently under a false assumption that a full and complete Settlement Agreement had been prepared and executed as the parties had represented. (*Id.*) S3G says that Apple's argument that NVIDIA and S3 were entitled to "bypass the formal Settlement Agreement" under these circumstances is not supported by the facts but instead is an invention of new facts. (*Id.* at 83 (citing Tr. at 272-273 (Weng), 1837 (Domingo)).) S3G says the evidence demonstrates the parties did not treat the Term Sheet as a final agreement but rather negotiated material matters and issues in the future on an *ad hoc* basis as they came up. (*Id.* at 83-84 (citing Tr. at 1829-32 (Domingo)).) S3G says that NVIDIA and S3 were not free to bypass the Settlement Agreement or make an election to treat the Term Sheet as the Settlement Agreement without disclosing these developments to the district court; Apple's position ignores the fact that its entire theory of Term Sheet as the final agreement rests on a misrepresentation to a United States district court. (*Id.* at 84.)

S3G says that NVIDIA's and S3's conduct should not be rewarded or condoned in any way and argues that these parties should never had mentioned to the district court that their contemplated settlement included a proposed patent cross-license agreement. (*Id.*) S3G says that these parties never mentioned to the court (i) that their contemplated settlement included a proposed cross license, (ii) that they were unable to agree on the terms of a full and complete Settlement Agreement that shall contain a cross license, (iii) that they allegedly abandoned their effort to prepare and execute such a Settlement Agreement, and (iv) that they had a so-called "bypassing" or "election" to treat the Terms Sheet as a full and complete patent cross-license. (*Id.*) Under the circumstances, S3G concludes that the Term Sheet should not be validated as a contract. (*Id.*) S3G says S3 and NVIDIA promised each other and the court that they would

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prepare, deliver, and execute a “full and complete Settlement Agreement” and after making that representation they were not free to take matters into their own hands and privately deviate from their public representations. (*Id.*) Because of the parties’ actions, argues S3G, a decade later third parties to the Term Sheet are left with an ambiguous, unfinished, and unclear record as to any alleged respective rights and obligations. (*Id.* at 85.) S3G says it is highly unlikely that the district court would have simply dismissed a case otherwise ready for trial if the court were aware that the parties were unable and unwilling to execute and deliver a “full and complete Settlement Agreement” as they had expressly represented. (*Id.*) S3G asserts that while Apple relies heavily on California case law regarding the policy favoring enforcement of settlement agreements, none of that law could possibly apply in a situation where, as here, the parties procured a dismissal from a district court by making material misrepresentations to that court about the nature and circumstances of their settlement. (*Id.* at 85.)

S3G says that Apple’s arguments that S3 and NVIDIA acted in accordance with the provisions of the Term Sheet by dismissal of their lawsuits, issuance of a joint press release and NVIDIA’s payment of \$1.9 million as though this were evidence of a full and complete Settlement Agreement fails to measure these events against the obligations recited in the Term Sheet: for instance, say S3G, the Term Sheet mandated a { } payment upon an S3 victory on appeal as compensation for past infringement in Case No. C98-01938 SBA, but the record establishes that the parties did not treat this as a binding obligation, because long after the Term Sheet had been prepared, they negotiated a new settlement for new and different positions and risks. (*Id.* (citing Tr. at 1823 (Domingo)).) This, says S3G, indicates that the parties treated the Term Sheet only as a guide, not a definitive agreement. (*Id.* at 86.) S3G also says that Case No. C99-05217 VRW, which was supposed to be dismissed with prejudice pursuant to the Term

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Sheet, was in fact dismissed without prejudice. (*Id.*) Thus, argues S3G, Apple's superficial position that the parties performed under the Term Sheet as if it were a definitive agreement is inconsistent with the facts. (*Id.*)

S3G says that Apple's implied license, patent exhaustion, and covenant not to sue defenses all fail in the absence of a true patent cross-license. (*Id.*) Moreover, argues S3G, Apple's patent exhaustion defense must fail on the alternative ground that Apple failed to establish that it purchases NVIDIA components in the United States. (*Id.* (citing *Jazz Photo Corp. v. Int'l Trade Comm'n* 264 F.3d 1094, 1105 (Fed. Cir. 2001)).)

Regarding its license with Intel, S3G says it does not assert infringement based on any Intel hardware that is exclusively directed toward performing graphics processing and says it acknowledges that Intel hardware that (i) practices the inventions claimed in the asserted patents and (ii) is exclusively directed towards graphics processing is licensed hardware. (*Id.* at 89.) However, S3G says the evidence demonstrates that that a subset of Apple Mac computers that incorporate an Intel GPU (the MacBook Pro series of products) nevertheless infringes in other ways. (*Id.*) S3G says that these products incorporate an unlicensed NVIDIA or ATI GPU which will practice S3G's patented inventions in situations when the Intel GPU is inactive, as for example when an external monitor is connected, when a specific application demands the non-Intel GPU, when "Automatic Switching Technology" elects the non-Intel GPU, or when the user configures the computer to use the non-Intel GPU. (*Id.* at 89-90 (citing Tr. at 2664-65, 2676-81, 2691-92 (Lippman); JX-55C at 170-171 (Sandmel Depo); JX-56C at 110-112, 114-116, 124, 138 (Hendry Depo); JX-65C at 153 (Kan Depo)).) Said products use unlicensed Apple software (the iOS SDK and the Mac OS X) that is specifically designed to perform S3G's patented inventions when processing graphics in software. (*Id.*) S3G argues that the mere fact that some of Apple's

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Mac computers contain a licensed Intel GPU does not allow Apple to design and use infringing software or to use unlicensed components to practice S3G's patented inventions. (*Id.* at 90.)

Therefore, argues S3G, Apple's patent exhaustion defense based on the Intel license fails because all of the Mac products, even those that include a licensed Intel GPU, practice S3G's patented inventions in an unlicensed infringing manner. (*Id.*) Moreover, argues S3G, even if the incorporation of an Intel GPU into a product could absolve that product of any infringement in any manner, Apple's patent exhaustion defense still fails because Apple has not established that it purchased the Intel GPUs in the United States. (*Id.* at 90-91 (citing Tr. at 1352-53 (Simon)).)

Staff says that Apple has failed to establish that the NVIDIA Term Sheet is a valid license to the asserted patents under California law. (SBr. at 46.) Staff says it is of the view that there was not a true meeting of the minds, the parties failed to perform all of the duties required by the Term Sheet, and essential terms of the Term Sheet are ambiguous. (*Id.*) Staff argues that under California law, when a contract is reduced to writing, the parties' intention is determined from the writing alone, if possible. (*Id.* (citation omitted).) Staff says that if contractual language is clear and explicit, it governs. (*Id.* at 47) Staff says that in interpreting a contract, it must first be determined whether it is ambiguous, and a contract is considered ambiguous if a provision is susceptible to more than one reasonable interpretation. (*Id.* (citations omitted).) Staff says that "the mere fact that a word or phrase in a provision may have multiple meanings does not alone create ambiguity" and one can determine "whether the contract is ambiguous on its face or by using extrinsic evidence of the parties' intent." (*Id.* (citations omitted).) Staff says that extrinsic evidence is admissible if it is relevant "to prove a meaning to which the language of the instrument is reasonably susceptible" and all credible evidence concerning the parties' intentions must be provisionally received in order to determine whether the contract language is

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“reasonably susceptible to the interpretation urged by a party.” (*Id.*) Staff argues that if, in light of the extrinsic evidence, the language is reasonably susceptible to the interpretation urged, the extrinsic evidence is admitted to aid in interpreting the contract. (*Id.* (citations omitted).) Staff argues that if no parol evidence is admitted or if the evidence is contradictory the question whether the contract is ambiguous is a matter of law. (*Id.* at 47-48 (citations omitted).)

Staff argues that the extrinsic evidence shows that S3 and NVIDIA were not in mutual understanding that the Term Sheet was a valid and enforceable contract, saying that Mr. Domingo of NVIDIA testified that {

} (*Id.* at 48.) This is an indicator that the contract is ambiguous and that the parties did not have a mutual understanding. (*Id.*) Staff says that there is no evidence showing that NVIDIA fulfilled its obligation to pay compensation of \$2 million required by the Term Sheet; the only evidence that exists shows that NVIDIA paid \$1.9 million to a company called Sonic Blue over a year after the Term Sheet was executed. (*Id.*) Staff argues that the Term Sheet should not be construed to be a valid and enforceable cross-license agreement because terms of the purported license are ambiguous; for example, the scope of the property to be conveyed by the term sheet is not clearly defined because “Patents” is not a clearly defined term. (*Id.*) Staff says it believes that the ambiguity arises in the recitation of {

} (*Id.*) Staff argues that if the term “Patents” was intended to mean all patents in each party’s entire portfolio it was unnecessary to also state {

} (*Id.*) Moreover, S3 and NVIDIA did not exchange a schedule of intellectual property to be included within the definition of “Patents.” (*Id.*)

Staff says that Mr. Domingo testified that he was informed that the forthcoming Settlement Agreement would cover “certain patent rights.” (*Id.* at 48-49.) Staff says that the

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definition of “Patents” is also ambiguous because there is not a means to determine the date for the seven-year capture period in the patent definition: this provision is tied to the effective date, which in turn is tied to the execution date of the Settlement Agreement. (*Id.*) Therefore, argues Staff, the term of the purported cross license is indeterminable. (*Id.*) In view of the totality of evidence surrounding the Term Sheet, Staff concludes that under California law, the Term Sheet cannot be construed as a binding, valid, and enforceable cross license. (*Id.*) Furthermore, argues Staff, if the Term Sheet is construed to be binding, S3G should not be compelled to perform because S3G has not received adequate consideration on the basis that there is no record to show that S3 and NVIDIA paid { } as required by the Term Sheet. (*Id.*)

The Administrative Law Judge finds that the fundamental flaw with the arguments of S3G and Staff is they go against the demonstrated California jurisprudence cited by Apple that favors enforcement of settlement agreements. That is what the Term Sheet is, after all—a Settlement Agreement—and the objections raised by S3G and Staff disregard that jurisprudence, favoring form over substance in their insistence that unless a separate document entitled Settlement Agreement has been signed by S3 and NVIDIA, their conduct, and their intentions as manifested by their conduct, are of no consequence. This is opposite what the California jurisprudence demonstrates. (*See, for example, First Nat’l Mortg. v. Fed. Realty Inv. Tr.*: “an agreement is not unenforceable merely because it is subject to the approval of a formal contract.”) In effect, S3G and Staff rely on general principals of contract law for stating what is required for a binding contract as substitutes for the cases and holdings announced by the California courts cited by Apple.

The Administrative Law Judge disagrees with S3G and finds that it ignores the substantial body of case law cited by Apple and instead chooses to treat the expressed statements

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and declarations of S3 and NVIDIA as set forth in clear terms in the Term Sheet as of no legal import because a separate “Settlement Agreement” was to be the operative document and was not prepared. Yet the conduct of the parties at the time of the signing of the Term Sheet and afterwards indicates that both parties considered themselves bound by its provisions. Indeed, the very fact that they did not prepare and sign a separate agreement, in light of their course of conduct afterwards, is evidence that they felt the Term Sheet was an adequate expression of their agreement. The fact that S3 appealed the district court case successfully and NVIDIA paid \$1.9 million a year and a half after the Term Sheet was signed, in August of 2001, is itself a strong indication that S3 itself believed the Term Sheet sufficed. Staff’s argument that because the payment was made a year later to another company is irrelevant because the Term Sheet specified that {

} S3G does not dispute that the payment was made in accordance with that provision. Although S3G and Staff contend that this payment went to a third party and therefore is not evidence of performance, the payee, SONICblue Incorporated is in fact S3, as is clearly indicated in the Attorney’s Opinion Letter (JX-36C at S3G00078793), Officer’s Certificate of S3 Incorporated (*id.* at S3G00078761), and Assignment of Patent Applications and Disclosures (*id.* at S3G00078822) that are part of the closing documents for the formation of the joint venture that caused S3G Graphics Co. Ltd. to come into existence.

NVIDIA’s 10-Q, filed on September 10, 2001, reflects that NVIDIA had agreed to pay “S3 Incorporated (now SONICblue Incorporated) up to \$2.0 million” and “made a payment of \$1.9 million in August 2001 to fully satisfy its obligation under the agreement.” (Exhibit RX-40C at RX-0040C.000012.) There is no reason to think S3 would go through the time and expense of prosecuting an appeal if it felt its chances of recovering up to two million dollars might be

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jeopardized because S3 and NVIDIA had not executed the { } mentioned in the Term Sheet. It strains credulity, after S3 accepted the benefits of having a patent lawsuit against it dismissed and then received the benefits of the payment made by NVIDIA, as part of an arrangement that was spelled out in the Term Sheet, for S3G to now say that the Term Sheet was not binding and enforceable because a document incorporating the terms and conditions of the Term Sheet was not executed within two days.

There is nothing in the { } clause of the Term Sheet that suggests that there were any additional terms to be hammered out between the parties. What the Term Sheet says is {

{ } which was two days after the Term Sheet itself was signed. (JX-14C at S3G-00064804.) That clause does not say who was to prepare the { } and absent any evidence that either S3 or NVIDIA wanted to incorporate any additional terms in the {

{ } and both parties nonetheless proceeded to undertake the actions specified in the Term Sheet, such as dismissing their antagonistic lawsuits and issuing a joint press release announcing, among other things, their cross-license agreement, is evidence more consistent with their tacit acceptance of the terms and conditions spelled out in the Term Sheet itself.

Although the Term Sheet states that {

}

this language does not explicitly mandate a distinct or different document if S3 and NVIDIA should decide the Term Sheet is adequate for their purposes; nor does it forbid S3 and NVIDIA

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from adopting the Term Sheet as the { } (JX-14C at S3G00064804.)

What this provision requires is that S3 and NVIDIA memorialize their settlement agreement, and if this is accomplished by the Term Sheet, that provision is satisfied ipso facto. Execution, signing, and delivery of the Term Sheet having already occurred, nothing further was required. S3G and Staff read the Term Sheet as obligating S3 and NVIDIA to perform an act they may deem unnecessary—in effect depriving them of their right to further contract. It is not incompatible with the terms of the Term Sheet for S3 and NVIDIA to elect to rely on it as the final representation of their agreement, instead of having to restate its terms and conditions anew in another document. S3G’s and Staff’s arguments that a document denominated Settlement Agreement is required under the Term Sheet, even though, according to the Term Sheet, all that the Settlement Agreement is required to say is what is already contained in the Term Sheet—its terms and conditions—supplants their judgment for the contracting parties’ and elevates form over substance.

S3G and Staff argue that because the {

} (*Id.* at 75.) But this argument rings hollow: the date the Term Sheet was signed by S3 and NVIDIA was February 1, 2000, whereas, according to the { } the { } was to be executed “by February 3, 2000,” two days later. The time differential is miniscule and of no apparent significance, as far as S3 and NVIDIA temporal concerns regarding the patent cross license is concerned. Indisputably S3 and NVIDIA moved the courts, where their lawsuits against one another were pending, to dismiss those cases, and that was done. S3G says that one of the cases was dismissed without prejudice and this indicates that the terms spelled out in the Term Sheet were not performed, but this is not

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evidence that S3 and NVIDIA did not, or were not prepared to, adhere to the terms of the Term Sheet. Every litigator knows that district court judges are not required to accept lock, stock, and barrel all of the terms of the parties' settlement terms. If a judge determines that a case should be dismissed with without prejudice, rather than with prejudice, and the parties do not believe that such a change materially changes or defeats their principal settlement objectives, they are free to proceed accordingly. There is no material breach of their contract in so doing. Although it is unclear if that is what happened here, the mere fact that one of the cases was dismissed in that manner is not evidence that S3 and NVIDIA did not consider the Term Sheet a binding contract. On the contrary, the Term Sheet says, {

} (JX-14C at S3G0064810.)

The evidence does not show that either of the contracting parties themselves has ever disputed any of the terms and conditions of the Term Sheet or sought rescission or reformation of the Term Sheet for any reason, including failure of performance of a condition precedent or subsequent. Neither Staff nor S3G was a party to the contract, and if S3G's argument that it is not bound by the Term Sheet because it was not a party to the transaction, and therefore not subject to its terms, is to be accepted, then S3G does not have standing to challenge the Term Sheet; neither Staff nor S3G, as strangers to the agreement, have cited any California law that gives them standing to claim that the agreement between the signatory parties is invalid for vagueness. A contract is an agreement between two or more parties, and so long as the contracting parties themselves have not challenged their bilateral agreement, third party strangers do not have standing to say that the terms that agreed upon are not adequate for the signatory parties to bind themselves in contract. Apple argues that the original licensor, S3, never took the

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position that S3G and Staff now advocate (RRBr. at 73), and the evidence does not contradict this statement.

Apple points to the fact that seven months after it had signed the Term Sheet, S3 signed ARIA, out of which S3 Graphics Co., Ltd. was formed. (*Id.* citing JX-31C at S3G00077870, 916.) It was no secret to S3 at that time that a separate document entitled “Settlement Agreement” had not been signed, yet the corporation represented and warranted in ARIA that it had granted a patent license to NVIDIA. (JX-31C at S3G00077893-94; JX-34C at S3G00078479). While S3G argues that the Term Sheet was not transferred to S3 Graphics Co., Inc. and points out that ARIA states that “[e]xcept as disclosed on Schedules 3.14(a)(i),(ii), to S3’s knowledge, the Intellectual Property Assets are free and clear of all Encumbrances except Permitted Encumbrances (CRBr. at 80), the fact that Schedule 3.14(c)(ii) specifically includes the { } as { } (JX-34C at S3g00078479) and Schedule 3.11(b)(ii) is a list of { } demonstrates more powerfully a conscious recognition that the NVIDIA Term Sheet was a viable license in the eyes of the patent holder and a deliberate and purposeful effort to disclose the existence of that license to the transferee of the patents. S3’s conduct is more consistent with the proposition that the Term Sheet was operative than with the opposing proposition that a signed copycat document entitled “Settlement Agreement” was necessary in order to consummate the terms and conditions signified and acknowledged by S3 and NVIDIA in the Term Sheet. (*Id.*) In one of the schedules that were integral to ARIA, there was an entry { }; S3 represented to Via Technologies, Inc. and the joint venture soon to be incorporated as S3 Graphics Co., Ltd. that the NVIDIA cross-license was “in full force and effect,” that S3, Incorporated was bound by it, and that the

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license was a “material” part of the Graphics Chips Business being conveyed to the joint venture. (Tr. at 260-261 (Weng); JX-31C at S3G00077887-88, -890; JX-34C at S3G00078477-79.)

These actions bespeak a conscious acknowledgement of certain facts considered important to the effectuation of the underlying transaction and not likely to have been casually assumed or communicated.

S3 consummated its side of the bargain by conveying its Graphic Chips Business together with the related patents to S3G, a party to ARIA, subject to the identified NVIDIA license. By signing ARIA, S3G acknowledged that the patents it was to receive from S3 were subject to the NVIDIA license and that it had notice of the representations and warranties made by S3. Apple argues that in light of S3G’s informed involvement in the transaction, it cannot legally disavow the NVIDIA license while seeking to enforce the patents themselves. (RRBr. at 74.) This is a valid point and S3G’s contention that it was an innocent party to sordid machinations of S3 and NVIDIA is untenable in light of the circumstances as a whole. Everything connected to the ARIA transaction suggests that all involved considered the patents to be valuable, even though they were encumbered by the NVIDIA license. S3G expressed no reservations and sought no additional warranties or indemnifications in the course of this transaction. There is no justification in either law or business fair dealing put forward by S3G or Staff for allowing S3G to expand the property rights it received by way of S3’s transfer of patents, by detaching the NVIDIA license.

Apple bases part of its argument on evidence that S3 and NVIDIA dismissed their opposing lawsuits, issued a press release announcing their patent cross-license, and continued to perform their respective obligations under the Term Sheet, including payment of the {
} (JX-14C at S3G00064809.) As

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Apple points out, { } was a ceiling figure, and the fact that the actual payment turned out to be \$1.9 million does not mean that NVIDIA did not fulfill its obligation in respect to the Term Sheet. (RRBr. at 75.) These affirmative actions of S3 and NVIDIA, combined with the neglect of either of them to protest any of the terms or conditions of the Term Sheet, disavow its viability, or to take legal steps to avoid it, from the date of its signing on February 1, 2000 to the present, is strong evidence of their acknowledgement and acceptance of both its utility and its legality. Apple cites numerous California court cases, legal treatises, and restatements of contract law, in both its opening and reply briefs, which need not be enumerated or quoted here, that support Apple's contention that the Term Sheet is an enforceable contract. The law cited by Apple is not addressed or distinguished by S3G or Staff.

With respect to the issue whether the Term Sheet defines all of the material terms, Apple says that the evidence shows that S3 and NVIDIA elected to operate in accordance with the patent cross-license in the Term Sheet and says that in a similar situation in *Ersa Grae Corp., v. Fluor Corp.*, 1 Cal. App. 4th 613, 624 n.3 (1991), the court said

The fact that an agreement contemplates subsequent documentation does not invalidate the agreement if the parties have agreed to its existing terms. (See *Clarke v. Fiedler* (1941) 44 Cal. App. 2d 838, 847 ...[“Any other rule would always permit a party who has entered into a contract like this...to violate it, whenever the understanding was that it should be reduced to another written form, by simply suggesting other and additional terms and conditions. If this were the rule the contract would never be completed in cases where, by changes in the market, or other events occurring subsequent to the written negotiations, it became the interest of either party to adopt that course in order to escape or evade obligations incurred in the ordinary course of commercial business.”]; see also, *Smissaert v. Chiodo* (1958) 163 Cal. App. 2d. 827, 830

(*Id.* at 75-76.) Apple also cites an entry in the RESTATEMENT (SECOND) OF CONTRACTS § 202(4) (1981): “Where an agreement involves repeated occasions for performance by either party with knowledge of the nature of the performance and opportunity for objection to it by the

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other, any course of performance accepted or acquiesced in without objection is given great weight in the interpretation of the agreement.” (*Id.*) Apple says that the contracting parties’ decade-long course of performance under the Term Sheet equates with this principle. (*Id.* at 75.)

In addressing S3G’s assertion that the “Effective Date” is undetermined because a document entitled “Settlement Agreement” was not executed, Apple argues that February 1, 2000 became the operative date by reason of the parties’ decision to rely on the Term Sheet as the final expression of their agreement. (RRBr. at 77.) Apple says that the precise Effective Date has no practical effect on the parties’ rights and obligations at issue in this Investigation because “Patents” was defined to include {

} (*Id.* at 78.) Apple says that all of the asserted patents have an effective date more than two years before the Term Sheet was filed (based on the priority date of October 2, 1997). (*Id.*)

Apple rejects S3G’s assertion that the “term” of the license is missing because there is no Effective Date, by reason of there being no executed Settlement Agreement, pointing out that the Term Sheet specifies that the term runs {

} (*Id.* at 78-79.) As for S3G’s claim that the { } section of the Term Sheet lacks material terms, Apple responds that it has twenty paragraphs of detail, including a description of a {

} (*Id.* at 79.) Apple argues that because S3G became an { } it accepted the { } which is

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consistent with California law. (*Id.* (citing *Beaumont v. Kittle Mfg. Co.*, 6 Cal. App. 2d 649, 650 (1935)).) Apple argues that S3G mistakenly believes, due to a misreading of the Term Sheet, that NVIDIA and S3G had to execute a new license in order for S3G to be bound by S3’s license to NVIDIA, arguing that paragraph 2(f) is structured to operate on its own regardless of whether the { } (*Id.*) Apple maintains that under the terms of paragraphs 2(a) – 2(e), S3G could have sought an { } but it never took steps to do so. (*Id.* at 79-80.)

It is the conclusion of the Administrative Law Judge that the California jurisprudence cited by the parties supports Apple’s position rather than that of S3G or Staff. S3G has elected not to distinguish the California decisions cited by Apple, with one exception, *Facebook*, which is not a state court decision but a federal one interpreting California law. As for that case, S3G attempts to distinguish it on the basis of language that was inserted by the parties that they “may” formalize their agreement. S3G points to the fact that the district court pointed out that this was a significant factor in the judge’s decision on a collateral matter which, was not before the Ninth Circuit. The *Facebook* decision did not turn on the distinction between the word “may” and the words “shall” or “will,” and S3G’s argument is not meritorious, insofar as responding to Apple’s argument based on the court’s decision in *Facebook*. *Facebook*, 640 F.3d 1034. The gravamen of *Facebook* was whether certain omitted terms from the parties’ agreement which were to be added later were material and, because of their absence, the agreement was rendered unenforceable. *Id.* at 1036-38. Apple is correct—the NVIDIA Term Sheet more easily qualifies as a binding and enforceable agreement than the one at issue in *Facebook*, and S3G’s attempt to distinguish the case based on the “may” versus “shall” dichotomy is unavailing.

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As for the other California jurisprudence cited by Apple, S3G basically dismisses it out of hand and instead argues particular facts divorced from how the fact patterns they give rise to have been adjudicated by California courts. But it is inescapable that the relevant facts are governed by the law of the situs, and Apple's legal arguments have not been shown by either S3G or Staff to be distinguishable or inapplicable to the circumstances involved here. The Administrative Law Judge concludes that the Term Sheet was considered a binding contract by S3 and NVIDIA, as evidenced by their conduct from the date of its signing, February 1, 2000 to the present. The Administrative Law Judge concludes that S3G's acquisition of S3's interest in the asserted patents was subject to a license to NVIDIA and therefore to the extent that Apple is accused of infringement of the asserted patents by virtue of its use of NVIDIA products that make use of those patents, Apple is not guilty of infringement because of patent exhaustion.

Doctrine of Substantial Performance.

Apple further says the doctrine of substantial performance is inapplicable because under California law a party who has substantially, but not fully, performed its obligation under a contract may recover for the other party's breach. (RBr. at 156.) As it is undisputed that NVIDIA fully performed all of the material terms of the Term Sheet, Apple concludes that the Term Sheet remains in full force and effect. (*Id.*) The Administrative Law Judge concludes that the evidence does not demonstrate that the Term Sheet was unenforceable for lack of substantial performance.

Estoppel.

Apple argues that S3G is estopped from challenging the NVIDIA license because after assuming ownership of the asserted patents, S3G relied on the Term Sheet to obtain the right to

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use NVIDIA's patented technology. (RBr. at 156-157 (citing Tr. at 1853-54, 1882-83 (Domingo)).) One of its employees, {

} (*Id.*) Apple says that S3G is estopped from contending that the Term Sheet is unenforceable because S3G used it to its advantage in its dealings with NVIDIA. (*Id.*)

S3G retorts that Apple stretches the facts because what actually happened was S3G sought, and NVIDIA granted, the right to use NVIDIA's { } not its patented technology. (CRBr. at 86.) S3G says it was NVIDIA's lawyer who unilaterally represented that a { } would permit S3G to use NVIDIA's { } but because the Term Sheet did not cover a { }, NVIDIA was forced to admit that its lawyer was mistaken in his invocation and characterization of the Term Sheet. (*Id.*) S3G says Apple's equitable estoppel defense was not raised in its pre-hearing brief and therefore is waived under Order No. 4 at Ground Rule 7.2. (*Id.* at 88.)

S3G says that none of S3's conduct establishes the existence of a full and complete Settlement Agreement and argues that estoppel cannot apply against it because it was not aware of the true state of facts. (*Id.* (citing *Ashou v. Liberty Mut. Fire Ins. Co.*, 41 Cal. Rptr. 3d 819, 832 (Cal. App. 2006) (holding that the party to be estopped must know the facts)).) S3G says that although NVIDIA always knew that no "full and complete Settlement Agreement" had ever been prepared, S3G's business managers, due to a Protective Order, "still do not definitively know this fact." (*Id.* (citing Tr. at 221, 300 (Weng)).) S3G says NVIDIA never told S3G that the { } mentioned in the Term Sheet and mentioned in letters to a U.S. district court and joint press release did not actually exist. (*Id.* at 88.) To the contrary, says S3G,

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NVIDIA exploited S3G's ignorance by unilaterally invoking the non-existent patent cross-license in its business exchanges with S3G. (*Id.* (citing Tr. at 1882-83 (Domingo)).) Under these circumstances S3G argues that it should not now be estopped from denying the existence of a license where, as a matter of fact, there is no license due to NVIDIA's own conduct. (*Id.*)

The Administrative Law Judge concludes that the evidence fails to support Apple's estoppel argument. Apple has failed to demonstrate that NVIDIA suffered any detriment in reliance on any representation of S3G regarding the Term Sheet. The evidence is conflicting with one side alleging that it was { } who initiated the discussion about the Term Sheet and the other side saying it was a lawyer for NVIDIA who mistakenly concluded that {

} which was admittedly not a subject of the Term Sheet that was the topic of interest. The evidence is not sufficient to establish grounds for estoppel. Furthermore, the Administrative Law Judge finds that Apple waived this defense by failing to timely raise it.

Constructive Contract.

Apple argues, in the alternative, that NVIDIA has a constructive contract by virtue of the fact that its and S3's conduct with respect to the Term Sheet clearly manifests a meeting of the minds and, under California law where the essential elements of an implied-in-fact contract are the same as an express contract, assent and consideration. (RBr. at 157-158.)

S3G says that because the Term Sheet was nothing more than an "agreement to agree" it does not constitute a full and complete Settlement Agreement between the signatory parties and therefore Apple's defense is legally insufficient. (CRBr. at 89.)

The Administrative Law Judge concludes that Apple's constructive contract agreement fails for lack of legal and factual support. Apple is not in privity to the contract and is not an assignee of the contract. The fact that it purchases products from NVIDIA does not give Apple

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standing to assert NVIDIA's legal remedies to enforce an agreement with S3 or assert any of NVIDIA's contract rights. That is a matter for NVIDIA. If Apple is prejudiced by the fact that NVIDIA does not have a valid license, its remedy lies with NVIDIA. Although Apple has a right to defend itself against S3G's allegation of infringement based on its use of NVIDIA's licensed products, if NVIDIA does not have a license, according to an existing contract, a constructive contract requires a judicial determination by a court of law having the requisite jurisdiction. That has not been demonstrated by the evidence here. What the evidence shows, insofar as is pertinent to Apple's license defense, is a Term Sheet Agreement between S3, as the owner of the asserted patents (during the term of the agreement) and NVIDIA by which the former licensed those patents to latter. It is on that basis, and not the exercise of judicial powers that are reserved to courts of law, that a determination has been made that Apple's products do not infringe, insofar as they include NVIDIA GPUs that come within the terms of S3's grant of license to the asserted patents.

Implied License.

Apple argues that S3G's claims based on the use of NVIDIA GPUs are barred by implied license. (RBr. at 158.) Apple contends that by reason of NVIDIA's licenses acquired in the Term Sheet, Apple, as a customer of NVIDIA, is protected under the doctrine of implied license. (*Id.*) Apple says that an implied license in Apple's favor exists if (1) NVIDIA sells licensed GPUs to Apple; (2) there are no reasonable non-infringing uses for the DXT hardware decoders in the GPUs; and (3) the circumstances of the sale plainly indicate that the grant of a license should be inferred. (*Id.* (citing *Met-Coil Sys. Corp. v. Korners Unlimited, Inc.*, 803 F.2d 684, 686 (Fed. Cir. 1986)).) Apple argues that when a licensee sells a patented article without condition, "it parts with the right to enforce any patent that the parties might reasonably have

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contemplated would interfere with the use of the purchased device.” (*Id.* (citing *Hewlett-Packard Co. v. Repeat-O-Type Stencil Mfg. Co. Inc.*, 123 F.3d 1445, 1455 (Fed. Cir. 1997))). Apple, quoting the same case, says it is “fundamental that the sale of a patented article by the patentee or under his authority carries with it ‘an implied license to use.’” (*Id.*) Apple argues that NVIDIA is licensed under the asserted patents to sell GPUs to Apple, and S3G contends that the hardware decoders in the NVIDIA GPUs infringe the decoder claims because they are designed to decode DXT-encoded image data. (*Id.* at 158-159 (citing Tr. at 852-853 (Richardson))). Apple says that, by design, the essential function of a DXT decoder is to decode DXT files. (*Id.* at 159 (citing Tr. at 852-853 (Richardson))). Apple says that there is no evidence that DXT decoders can be used for operations that S3G would regard as non-infringing. (*Id.*) Thus, according to Apple, the circumstances of the sale indicate that Apple’s use of the GPUs is protected from S3G’s infringement claims, in light of the fact that the Term Sheet contains express protections for NVIDIA customers, such as covenants not to sue that provide its customers with { } (*Id.*)

S3G contends that the Term Sheet is not a binding contract and therefore Apple’s argument fails. (CRBr. at 89.)

The Administrative Law Judge agrees with Apple that an implied license exists with respect to the use of NVIDIA GPUs in the accused Apple products and to the extent S3G accuses those products of infringing the asserted patents, Apple is not guilty of infringement because it has an implied license.

Patent Exhaustion.

Apple contends that it is not guilty of infringement under the doctrine of patent exhaustion because it includes NVIDIA GPUs in its Accused Products. (*Id.* at 159.) Apple

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argues that even though the doctrine requires that a sale must occur within the United States, the granting of a license itself can constitute an exhausting “sale.” (*Id.* at 160.)

S3G says Apple’s argument fails because the Term Sheet was not a binding contract and because Apple failed to establish that it purchases NVIDIA products in the United States. (CRBr. at 89 (citing *Jazz Photo Corp. v. Int’l Trade Comm’n*, 264 F.3d 1094, 1105 (Fed. Cir. 2001)).)

Apple responds that under the Patent Act, a sale is deemed to have been made in the United States “if substantial activity prefatory to a sale occurs in the United States.” (RRBr. at 87 (quoting *Robbins Co. v. Lawrence Mfg. Co.*, 482 F.2d 426, 434-35 (9th Cir. 1973); *Monolithic Power Sys. Inc. v. O2 Micro Int’l Ltd.*, Nos. C04-2000 & C06-2929CW, 2007 WL 3231709, *3 (N.D. Cal. Oct. 30, 2007) (unreported)).) Apple says that activity occurring under a United States patent includes actions that could constitute infringement were they not otherwise authorized, such as sale and use. (*Id.* (citing *Fellowes, Inc. v. Michelin Prosperity Co.*, 491 F. Supp. 2d 577-578 (E.D. Va. 2007)).)

Apple points to the deposition of Richard D. Hayman, who testified that that as of January 13, 2001 he had been employed at Apple for about ten years. (JX-64C at 17.) He said that in 1996 and 1997 he was in charge of Apple’s North American sales. (*Id.*) He said he left NVIDIA for a while and came back to the company in 2003. (*Id.*) He said NVIDIA has had a relationship with Apple for at least 5 years. (*Id.* at 21.) He said that NVIDIA provides Apple with GPU products. (*Id.* at 23.) Mr. Hayman testified that NVIDIA’s dealings with Apple include discussions about engineering issues as they concern procurement and supply management, technical parameters of what Apple wants in the way of GPUs for their Mac computers. (*Id.* at 24.) Through the course of these discussions between NVIDIA and Apple,

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eventually a proposal including a price quotation is prepared, including such things as volume, performance expectations, and power; and then after reviewing that proposal, Apple will arrive at a decision as to which GPUs it wants to put in its computers. (*Id.* at 25.) Seventy-five percent of these discussions occur at Apple's Cupertino, California campus and the rest of them take place at NVIDIA's campus in Santa Clara, California. (*Id.*) Most engineering discussions occur in Cupertino. (*Id.* at 26). These discussions also include e-mail communications between the two parties. (*Id.*) The people involved in these discussions are primarily located in Silicon Valley. (*Id.* at 25-26.) The procurement and supply management aspects of these discussions occur ninety percent of the time in Cupertino and ten percent at NVIDIA's campus in Santa Clara. (*Id.* at 28.) These are pre-sale meetings and go on until a decision is made by Apple what processors to select. (*Id.* at 29.)

Mr. Hayman testified that the parties from both sides {

} (*Id.* at 34-35.) This is another of the terms that gets negotiated between NVIDIA and Apple at their respective campuses. (*Id.* at 36.) There is one exception as far as locations for these negotiations: with respect to Apple's care or support

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component, the person who is involved in that aspect of the negotiations is located in Homestead, California, which is also in the Bay Area and close to Cupertino and Santa Clara. (*Id.* at 37.)

Mr. Hayman testified that once a proposal for sale has been agreed upon by Apple, NVIDIA's engineers continue to work with Apple's to make sure that the GPU is properly designed into the Mac system. (*Id.* at 40.) Typically, a prototype is built and samples for testing by Apple's engineers are provided by NVIDIA so Apple can do its engineering quality tests. (*Id.* at 40-41). This process may take 6 -9 months between the decision point and the main sales happen. (*Id.* at 41.) There may be small quantities of units supplied during that six to nine months, but that would be for engineering runs and tests and that sort of thing. (*Id.* at 41.) Virtually all technical discussions during this period occur in Cupertino or Santa Clara. (*Id.*) The technical work on prototypes that is done by NVIDIA occurs in Santa Clara. (*Id.* at 44.)

Mr. Hayman testified that NVIDIA delivers the GPU units for prototype to Apple's campus (*id.* at 44), but on exception, Apple may want something to go to Taiwan, if the products are going to be built there. (*Id.* at 45.) But, typically, all the prototypes are delivered to Apple's Cupertino campus. (*Id.*) It is Mr. Hayman's understanding that Apple works on the GPUs for inclusion into the Mac computers in Cupertino. (*Id.*) Price negotiations may take two to three months. (*Id.* at 46.) This includes either GeForce GPU for the majority of Mac products and the Quadro for Mac Pro. (*Id.* at 46.) The entire process involves a pre-sales phase (negotiating) during which a decision as to product selection and price is agreed upon, which is followed by pre-production phase of six to nine months when engineers work back and forth to make sure the performance and quality is acceptable and prototypes are built, and then there's the release to

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production, after Apple accepts the product's performance. (*Id.* at 48.) Some of prototypes are built in California and some in Taiwan. (*Id.* at 49.)

Mr. Hayman testified that all production is done by agents of Apple: some ODM (Original Design Manufacturer) in China, either Quanta or Foxconn. (*Id.* at 49.) Once an ODM is involved, a price and purchase order will be given by ODM. (*Id.*) {

} (*Id.* at 53.)

The Administrative Law Judge concludes that the evidence is sufficient to establish patent exhaustion because the evidence demonstrates that NVIDIA's sales to Apple were arranged in the United States. According to the testimony of Mr. Hayman all of the purchase and sales negotiations, product engineering, testing, prototyping, product selection, and engineering of the accused NVIDIA's GPUs occur in either Cupertino or Santa Clara, California. Apple directs which ODMs NVIDIA is to use to manufacture the final product mutually agreed upon by Apple and NVIDIA. {

} These transactions evidence a sale of NVIDIA's accused technology to Apple in the United States, in the state of California. This is supported by the extensive dealings between NVIDIA and Apple in regard to the purchase and sale of NVIDIA's technology for specific applications negotiated not only with respect to price and quality but also engineering criteria.

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Apple cites *Robbins Co. v. Lawrence Mfg. Co.*, and *Monolithic Power Systems, Inc. v. O2 Micro Int'l Ltd.* in support of its contention that the territorial requirement for exhaustion is met in this case. While these cases are not binding in this Investigation, they are persuasive. In *Jazz Photo Corp. v. U.S.*, 439 F.3d 1344, 1350 (Fed. Cir. 2006), the court said that “when a patented device has been lawfully sold in the United States, subsequent purchasers inherit the same immunity under the doctrine of patent exhaustion[.]” The court said that the party raising the affirmative defense has the burden of establishing it by a preponderance of the evidence, meaning the greater weight of the evidence—evidence that is more convincing than the evidence which is offered in opposition to it. (*Id.*) The Administrative Law Judge finds that *Robbins and Jazz* are consistent with each other.

Conclusion.

As noted in Section I.E. above, the parties have stipulated that of the accused Mac OS X Devices, the currently imported MacBook, MacBook Air, and Mac mini include the NVIDIA GPU (NVIDIA GeForce 320M). (JX-159C at ¶4.) The Administrative Law Judge concludes, based on the above findings, that of the accused Mac OS X Devices found to infringe the asserted claims of the ‘087, ‘417, ‘978, and ‘146 patents, Apple has asserted a complete defense with respect to the currently imported MacBook, MacBook Air, and Mac mini OS X Devices.

C. Intel.

Apple contends that Intel, one of its suppliers of CPUs and GPUs, is licensed under the asserted patents and says that this fact is not disputed by S3G. (RBr. at 161 (citing S3G’s pre-hearing brief at 203).) Apple says that in 1998 Intel and S3 entered into a license agreement covering patents and patent applications owned by S3, including the application that resulted in

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the issuance of the '431 patent, the parent to the asserted patents. (*Id.* (citing Tr. at 1359 (Simon)).) Apple says that several years later, Intel entered into a Settlement Agreement (the "Intel Agreement") with S3G and Via settling claims over, among other things, the S3 and Intel license of 1998, confirming Intel's license to the asserted patents. (*Id.* (citing Tr. at 1361-62 (Simon)).) Apple says the 1998 license agreement and the subsequent Intel Agreement both confirm Intel's license under the asserted patents. (*Id.*)

Apple says the patents licensed to Intel include {

} (*Id.* at 161-162 (citing JX-19C at INTC000031).) Apple says the priority of the asserted patents, which is October 2, 1997, falls within the Capture Period of S3G's license to Intel. (*Id.*) Apple says that the Intel Agreement confirms that {

} (*Id.* at 162.) Apple says that the evidence shows that Intel sells products so licensed to Apple in the United States. (*Id.* (citing RX-227C at APPLS3G02275495-96, 499-500).) Apple says that multiple sales related activities, including price negotiation, design activities and product ordering meetings, take place at either Intel's headquarters in Santa Clara, California, or at Apple's headquarters in Cupertino, California. (*Id.*) Apple says that both Intel license agreements were entered into in the United States and the Intel Agreement was approved by a federal bankruptcy court. (*Id.*)

Apple says that all Mac computers accused of infringement by S3G in this Investigation use Intel CPUs, some of which include integrated graphics. (*Id.*) Apple argues that Intel CPUs with integrated graphics contain functionality allowing the decoding of DXT encoded files. (*Id.*) Apple says that nevertheless, S3G has not accused any Intel processor of infringing the asserted patents on account of their DXT functionality, nor has S3G offered any evidence against Intel in

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this Investigation. (*Id.* at 162-163.) Apple contends there can be no finding of violation based on Apple's use of Intel components. (*Id.* at 163.) Apple says that a Mac computer that uses both an Intel CPU with integrated graphics and an external NVIDIA GPU is protected from S3G's infringement claims by patent exhaustion. (*Id.*) Apple argues that as used in the 15 inch or 17 inch MacBook Pro, this combination also includes "Automatic Switching Technology," which switches graphics processing between the Intel CPU and the external GPU. (*Id.* (citing JX-22).) Apple says that in the default mode, {

} (*Id.*) Apple says that patent exhaustion applies in this situation because the Intel CPU handles the majority of the functionality and to use the non-Intel GPU all the time, the Automatic Switching Technology would have to be taken out of a default mode, disabled manually, or turned off. Apple says that S3G presented no evidence of a non-Intel GPU in the MacBook Pro 15 and 17 computers decoding any DXT files. (*Id.*)

Apple says that as concerns S3G's allegation that Apple's PVRTC infringes when Mac computers using Intel CPUs run the iOS SDK, the decoding and encoding functions are actually performed in the Intel CPU. (*Id.*) Apple contends that since the Intel CPU is an essential feature of the combination allegedly practicing the asserted patents, this establishes a foundation for exhaustion and patent exhaustion bars S3G's allegations against the Mac computer and iOS SDK combination. (*Id.* at 163-164.)

S3G agrees that it does not assert infringement based on any Intel hardware that is exclusively directed toward performing graphics processing, such as the GPU of Intel's Integrated Graphics products and acknowledges that Intel hardware that practices the inventions

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claimed in the asserted patents and is exclusively directed toward graphics processing is licensed hardware. (CRBr. at 89 (citing JX-19C at INTC 000031).) But S3G says the evidence demonstrates that a subset of Apple Mac computers that incorporated an Intel GPU, the MacBook Pro series of products, infringe in other ways. (*Id.*) Specifically, argues S3G, MacBook Pro products incorporate unlicensed NVIDIA or ATI GPU hardware which will practice S3G's patented inventions in situations when the Intel GPU is inactive, such as when an external monitor is connected, when a specific application demands the non-Intel GPU, when Automatic Switching Technology elects non-Intel GPU, or when the user configures the computer to use the non-Intel GPU, but also unlicensed Apple software (the iOS SDK and the Mac OS X) that is specifically designed to perform S3G's patented inventions when processing graphics in software. (*Id.* at 89-90 (citing Tr. at 2664-65, 2676-81, 2692-91 (Lippman), JX-55C at 170-171 (Sandmel Depo); JX-56C at 110-112, 114-116, 124, 138 (Hardy Depo); JX-65C at 153 (Kan Depo).) S3G says that the mere fact that some of Apple's Mac computers contain a licensed Intel GPU does not give Apple carte blanche to additionally design and use infringing software or to use unlicensed components to practice S3G's patented inventions. (*Id.* at 90.) S3G says that because the CPU is a jack of all trades executing commands transmitted by software it is Apple's unlicensed software and not the Intel CPU that embodies the essential features of S3G's patented invention. (*Id.*) Therefore, argues S3G, Apple's patent exhaustion defense based on the Intel license fails because all of the Mac products, even those that include a licensed Intel GPU, practice S3G's patented inventions in an unlicensed infringing manner. Furthermore, according to S3G, even if the incorporation of the Intel GPU into a product could absolve that product of any infringement in any manner, Apple's patent exhaustion defense still

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fails because Apple has not established that it purchased the Intel GPUs in the United States. (*Id.* at 90-91 (citing Tr.at 1352-53 (Simon)).)

With respect to the territorial issue for patent exhaustion raised by S3G, Apple points to an agreement between Intel and Apple, dated March 13, 2005. (RX-0227C.) It states, {

}

S3G does not dispute that Intel sold products licensed to use the asserted patents and that Apple incorporated those products in its Mac computers. Whether those products were produced and delivered to Apple or its fabricators outside the United States does not alter the fact that the sales and purchases between the parties were consummated in California. Therefore, the

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Administrative Law Judge rejects S3G's contention that Apple's patent exhaustion defense still fails because Apple has not established that it purchased the Intel GPUs in the United States.

With respect to the broader issue whether Apple's defense of patent exhaustion bars S3G from asserting patent infringement against Apple for its products that incorporate Intel products, the evidence is not sufficient to warrant that conclusion. The testimony of Dr. Lippman cited by S3G is sufficient to disclose that it is software, and hardware components other than the Intel CPU or GPU, that constitute the infringing features of Apple's products. (Tr. at 2668-69 (Lippman).) S3G has acknowledged that it does not allege that Apple's use of Intel's products are themselves infringing; and the fact that Intel's products are contained in products accused by S3G does not furnish a basis for Apple's defense of patent exhaustion.

VII. WAIVER OR WITHDRAWAL OF RESPONDENT'S OTHER DEFENSES.

Apple's response to the Complaint and Notice of Investigation contains a number of defenses and arguments that were not raised in Apple's pre-hearing briefing, discussed at the hearing, or raised in post-hearing briefing ("non-asserted defenses"). The non-asserted defenses include lack of standing, no unfair act, "government sales," and "relief not in the public interest" affirmative defenses. (*See* Response of Apple Inc. to the Complaint and Notice of Investigation, dated July 19, 2010.) These non-asserted defenses and arguments are deemed abandoned or withdrawn. (*See* Order No. 4, Ground Rules 7.2, 10.1.)

VIII. DOMESTIC INDUSTRY

As stated in the Notice of Investigation, a determination must be made as to whether an industry in the United States exists as required by subsection (a)(2) of Section 337. Section 337 declares unlawful the importation, the sale for importation or the sale in the United States after

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importation of articles that infringe a valid and enforceable U.S. patent “only if an industry in the United States, relating to articles protected by the patent . . . concerned, exists or is in the process of being established.” 19 U.S.C. § 1337(a)(2); *Certain Ammonium Octamolybdate Isomers*, Inv. No. 337-TA-477, Comm’n Op. at 55 (U.S.I.T.C., Jan. 2004) (“*Certain Isomers*”). The domestic industry requirement consists of both an economic prong (*i.e.*, the activities of, or investment in, a domestic industry) and a technical prong (*i.e.*, whether complainant practices its own patents). *Certain Isomers*, at 55. The complainant bears the burden of proving the existence of a domestic industry. *Certain Methods of Making Carbonated Candy Products*, Inv. No. 337-TA-292, Comm’n Op. at 34-35, Pub. No. 2390 (U.S.I.T.C., June 1991).

Thus, in this Investigation S3G must show that it satisfies both the technical and economic prongs of the domestic industry requirement with respect to the ‘087, ‘417, ‘978, and ‘146 patents. S3G alleges that certain of its “Matrix” and D3/D4 products practice the asserted patents in order to show that S3G meets the domestic industry requirement. (CBr. at 45.)

At issue is whether the S3G Products meet the technical prong of the domestic industry requirement with respect to the ‘087, ‘417, ‘978, and ‘146 patents. The Administrative Law Judge previously found that the economic domestic prong is met with respect to all of the asserted patents. (*See* Order No. 29.) This finding was unreviewed, as noted above in Section I. The Administrative Law Judge further finds that the technical domestic industry prong is met with respect to the ‘087, ‘417, ‘978, and ‘146 patents, as discussed below.

A. Technical Analysis

A complainant in a patent-based Section 337 investigation must demonstrate that it is practicing or exploiting the patents at issue. *See* 19 U.S.C. § 1337(a)(2) and (3); *Certain Microsphere Adhesives, Process for Making Same, and Products Containing Same, Including*

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Self-Stick Repositionable Notes, Inv. No. 337-TA-366, Comm'n Op. at 8, Pub. No. 2949 (U.S.I.T.C., January 16, 1996). "In order to satisfy the technical prong of the domestic industry requirement, it is sufficient to show that the domestic industry practices any claim of that patent, not necessarily an asserted claim of that patent." *Certain Isomers*, *supra*, at 55. Fulfillment of the "technical prong" of the domestic industry requirement is not determined by a rigid formula but rather by the articles of commerce and the realities of the marketplace. *Certain Diltiazem Hydrochloride and Diltiazem Preparations*, Inv. No. 337-TA-349, Initial Determination at 139, Pub. No. 2902 (U.S.I.T.C., June 1995) (unreviewed in relevant part); *Certain Double-Sided Floppy Disk Drives and Components Thereof*, Inv. No. 337-TA-215, Views of the Comm'n, Additional Views of Chairwoman Stern on Domestic Industry and Injury at 22, 25, Pub. No. 1860 (U.S.I.T.C., May 1986).

The test for claim coverage for the purposes of the technical prong of the domestic industry requirement is the same as that for infringement. *Certain Doxorubicin and Preparations Containing Same*, Inv. No. 337-TA-300, Initial Determination at 109, 1990 WL 710463 (U.S.I.T.C., May 21, 1990), *aff'd*, Views of the Commission at 22 (October 31, 1990). "First, the claims of the patent are construed. Second, the complainant's article or process is examined to determine whether it falls within the scope of the claims." *Id.* The technical prong of the domestic industry can be satisfied either literally or under the doctrine of equivalents. *Certain Dynamic Sequential Gradient Devices and Component Parts Thereof*, Inv. No. 337-TA-335, Initial Determination at 44, Pub. No. 2575 (U.S.I.T.C., November 1992).

1. '087 patent.

S3G says that Dr. Richardson analyzed exemplary claim 1 of this patent and mapped every element to the { } products, concluding that these products practice the

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exemplary claim. (CBr. at 168 (citing Tr. at 940-942 (Richardson)).) Staff agrees. S3G says that Apple presented no challenge to Dr. Richardson's analysis. (CBr. at 168.)

Apple says that S3G has not met its burden of proving that it satisfied the technical prong of the domestic industry requirement but does not specifically dispute Dr. Richardson's testimony or cite any countervailing evidence. (RBr. at 168.)

The Administrative Law Judge concludes that the evidence cited by S3G and Staff is sufficient to demonstrate that S3G satisfied the technical prong of the domestic industry requirement with respect to the '087 patent.

2. '417 patent.

S3G says that Dr. Richardson analyzed exemplary claim 23 of the '417 patent, mapped every element of the claim to the { } products, and concluded that they practice the exemplary claim. (CBr. at 162 (citing Tr. at 939-940 (Richardson)).) S3G says that Apple presented no challenge to Dr. Richardson's analysis, either through cross-examination or through its own experts. (*Id.*)

Apple says that S3G has not met its burden of proving that it satisfied the technical prong of the domestic industry requirement but does not specifically dispute Dr. Richardson's testimony or cite any countervailing evidence. (RBr. at 168.)

Staff says that Dr. Richardson's testimony confirms that S3G's { } series products and their { } series products have a DXT decoder that decompresses encoded images at a fixed rate according to claim 23 of the '417 patent. (SBr. at 70-71.) Staff says Dr. Richardson testified that he had examined the source code for these products and concluded that they evidenced that each provides an image decoder engine where {

} (*Id.* at 71.) Staff says Dr. Richardson testified that each

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of the image blocks has codewords and image elements associated with an index value and quantized image data values are generated and the index values are mapped to the quantized image data values. (*Id.*) Staff concludes that Dr. Richardson's testimony suffices to prove that S3G has satisfied the technical prong of the domestic industry requirement based on the { } series and the { } products that practice DXT/S3TC compression technology. (*Id.*)

The Administrative Law Judge concludes that the evidence cited by S3G and Staff is sufficient to demonstrate that S3G satisfied the technical prong of the domestic industry requirement with respect to the '417 patent.

3. '978 patent.

S3G says that Dr. Richardson analyzed exemplary claim 23 of the '978 patent, mapped every element of the exemplary claim to the { } products, and concluded that the products practice the exemplary claim. (CBr. at 138 (citing Tr. at 943-1016 (Richardson)).) S3G says that Apple did not challenge Dr. Richardson's analysis either through cross-examination or through its own experts. (*Id.*)

Apple says that S3G has not met its burden of proving that it satisfied the technical prong of the domestic industry requirement but does not specifically dispute Dr. Richardson's testimony or cite any countervailing evidence. (RBr. at 168.)

Staff concludes that Dr. Richardson's testimony confirms that S3G's { } series products and their { } series products have a DXT decoder that decompresses encoded images that have the data format of claim 23. (SBr. at 84.) Staff says Dr. Richardson testified that he examined source code and determined that each of these products provides an image decoder engine where a first encoded image block has a portion for storing two codewords

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and a portion for storing indices and a second image block. (*Id.*) The decoders in the domestic products extract first and second codewords and use them to define a set of colors—three or four—that approximate a pixel color set. (*Id.*) Staff says that Dr. Richardson testified how these decoders use indices to map the colors to the outputs and repeat the process for multiple image blocks. (*Id.*)

The Administrative Law Judge concludes that the evidence cited by S3G and Staff is sufficient to demonstrate that S3G satisfied the technical prong of the domestic industry requirement with respect to the '978 patent.

4. '146 patent.

S3G says that its products can be grouped into two sets using their internal codenames: the { } products, which include the { } series, and the { } products which include the { } series and { } series. (CBr. at 45 (citing Tr. at 164-165 (Weng)).) S3G says that Dr. Richardson examined the hardware description language (HDL) code for these two sets of products and explained how they practice the asserted patents. (*Id.* at 45-46.) S3G says that Dr. Richardson analyzed two exemplary claims of the '146 patent, claims 5 and 11, and mapped every element of the exemplary claims to the { } and { } products, concluding that these two sets of products practice the exemplary claims. (*Id.* at 46 (citing Tr. at 931-936 (Richardson)).) S3G says that Apple did not challenge Dr. Richardson's analysis and conclusions either through cross-examination or its own technical expert, Dr. Delp. (*Id.* (citing Tr. at 943-1010 (Richardson), 2045-2295 (Delp)).)

S3G says, by way of example, the { } products receive an encoded image via a memory interface (satisfying the encoded image decomposer of claim 5), calculate a particular block and fetch it, and generate codewords from that memory location. (*Id.* (citing Tr. at 923-

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925 (Richardson)).) Thus the { } products satisfy the “block address computation module” and “block fetching module” limitations of claim 11, argues S3G. (*Id.*) S3G says Dr.

Richardson testified that the { } products decode each block via the code file { } which generates representative colors and maps them to particular output positions in an ordered output buffer, thereby satisfying the “block decoder” elements of claims 5 and 11 and the “image composer limitation of claim 5. (*Id.* (citing Tr. at 925-927 (Richardson))).)

S3G says that Dr. Richardson likewise testified that the { } products receive an encoded image via a memory interface—thereby satisfying the “encoded image decomposer” limitations of claim 5 of the ‘146 patent. (*Id.* (citing Tr. 927-928 (Richardson))).) S3G recounts from Dr. Richardson’s testimony that the address of a particular block is calculated, the block is fetched, and codewords are rendered from that memory location. (*Id.* at 46-47 (citing Tr. at 928-929 (Richardson))).) Therefore, argues S3G, the { } products satisfy the “block address computation module” and ‘block fetching module’ limitations of claim 11. (*Id.* at 47.) S3G says the { } products decode each block via the code file { } which generates the representative colors and maps them to particular output positions in an ordered output buffer, thereby satisfying the “block decoder” limitations of claims 5 and 11 and the “image composer element of claim 5. (*Id.* (citing Tr. at 930 (Richardson))).)

Apple says that S3G has not met its burden of proving that it satisfied the technical prong of the domestic industry requirement but does not specifically dispute Dr. Richardson’s testimony or cite any countervailing evidence. (RBr. at 168.)

Staff says that Dr. Richardson confirmed that S3G’s { } series and { } series products have a DXT decoder that decompresses encoded image data that have the data format of claim 11 of the ‘146 patent. (SBr. at 101.) Staff says that Dr. Richardson said he

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examined relevant source code and determined that { } products provide systems for processing identified pixels from image data files with header information. (*Id.*) Staff says that the encoded image block portion includes many encoded image blocks and codewords are computed from colors within the original block. (*Id.*) Staff says that each of the encoded image blocks is assigned an address when stored in memory so that it may be fetched by a block fetch module. (*Id.*) Staff says that a block decompressor outputs decompressed texels. (*Id.*) Staff concludes that Dr. Richardson's testimony establishes that S3G has satisfied the technical prong of the domestic industry requirement based on the { } series of products. (*Id.*)

The Administrative Law Judge concludes that the evidence cited by S3G and Staff is sufficient to demonstrate that S3G satisfied the technical prong of the domestic industry requirement of the '146 patent.

B. Economic Analysis.

The Administrative Law Judge found that the economic domestic prong was met with respect to all asserted patents. (*See* Order No. 29.)

IX. RESOLUTION OF MOTION DOCKET NO. 724-042, REQUEST FOR CERTAIN RELIEF FOR DISCOVERY VIOLATIONS BY APPLE.

On March 17, 2011, which was twelve days before the scheduled hearing in this Investigation, S3G filed a request for sanctions against Apple for failing to adhere to a discovery order (Order No. 15) requiring that Apple timely produce technical information within its possession related to implementation of S3TC/DXT in the ATI GPUs that are incorporated in certain of Apple's Mac computers. (Mot. Dkt. No. 724-042.) In that motion, S3G sought that a sanctions finding be made against Apple that holds that the Mac computers that use AMD/ATI

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GPUs infringe the asserted patents. (*Id.* at 3.) Both Apple and Staff opposed granting such relief. The Administrative Law Judge found in Order No. 38 that Apple had violated its discovery obligations as set forth in Order No. 15, but deferred the issuance of sanctions pending receipt of evidence at the hearing concerning the degree of prejudice that S3G suffered as a result of Apple's discovery violation. (Order No. 38.) Dr. Richardson testified at the hearing that because he received the discovery of the AMD/ATI GPUs from Apple belatedly he did not have a meaningful opportunity to examine the source code (Tr. at 890 (Richardson) but that he was fairly certain that had he timely received the source code, he would have been able to determine whether Apple's products that incorporated AMD/ATI hardware infringed. (Tr. at 916 (Richardson).)

At the conclusion of the hearing, the parties were invited to submit written proposals as to what they believed should be appropriate sanctions based on Mr. Richardson's testimony. (Tr. at 2713-14.) S3G proposed the following: "No decision is rendered concerning whether the AMD/ATI graphics processors in Apple products infringe the patent claims at issue. As a sanction for Apple's violation of Order No. 15, Apple Electronic Devices With Image Processing Systems containing AMD/ATI graphics processors are in any further proceedings, including at the Commission or Customs and Border Protection, rebuttably presumed to infringe the same asserted S3G patent claims that are infringed by other Apple implementations of DXT and Apple should bear the burden of proving otherwise." (Letter from S3G's counsel dated April 8, 2011, attached hereto as **Appendix A.**)

For its part, Apple proposed monetary sanctions or non-monetary sanctions limited to an order precluding Apple from relying on the AMD source code and any declaration or testimony

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describing such code. (Letter from Apple's counsel dated April 8, 2011, attached hereto as **Appendix B.**)

Staff did not propose any sanctions following the hearing, but had suggested prior to the hearing that S3G get the benefit of the inference that the ATI driver source code that was not timely produced would have provided S3G with the same information about image decompression in the DXT format as in the NVIDIA driver code information and that Apple be precluded from introducing any evidence at the hearing showing functionality of the ATI GPU or countering the proposition that the ATI driver code and the NVIDIA driver code function in the same manner. (*See* Order 38 at 8.)

The Administrative Law Judge concludes that Apple knowingly and deliberately breached Order No. 15 and caused proven injury to S3G by depriving Dr. Richardson of the opportunity to examine source code that would have permitted him to determine whether the AMD/ATI GPUs used in Apple's computers infringe the asserted patents. The Administrative Law Judge infers, based on Apple's conduct and the testimony of Dr. Richardson, that the AMD/ATI information that Apple failed to produce as required by Order No. 15 would have been adverse to Apple's assertion that those of its Accused Products that incorporate AMD/ATIs do not infringe. *See* Commission Rule 210.33(b)(1). However, because there is insufficient evidence to establish that the AMD/ATI GPUs are infringing, the Administrative Law Judge is unable to conclude that the Apple's products that incorporate those GPUs infringe the asserted patents.

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X. CONCLUSIONS OF LAW

1. The Commission has personal jurisdiction over the parties, subject-matter jurisdiction, and in rem jurisdiction over the Accused Products.
2. The importation or sale requirement of Section 337 is satisfied.
3. All of the accused Mac OS X Devices identified in Section I.E. above that implement DXT literally infringe asserted claims 1 and 6 of the '087 patent. The accused iDevices and iOS SDK do not infringe asserted claims 1 and 6 of the '087 patent.
4. All of the accused Mac OS X Devices identified in Section I.E. above that implement DXT literally infringe asserted claims 7, 12, 15, and 23 of the '417 patent. The accused iDevices and iOS SDK do not infringe asserted claims 7, 12, 15, and 23 of the '417 patent.
5. All of the accused Mac OS X Devices identified in Section I.E. above that implement DXT literally infringe asserted claims 11, 14, and 16 of the '978 patent. The accused iDevices and iOS SDK do not infringe asserted claims 11, 14, and 16 of the '978 patent.
6. All of the accused Mac OS X Devices identified in Section I.E. above that implement DXT literally infringe asserted claims 4, 13, and 16 of the '146 patent. The accused iDevices and iOS SDK do not infringe asserted claims 4, 13, and 16 of the '146 patent.
7. None of the Accused Products indirectly infringe asserted claims 1 and 6 of the '087 patent.
8. None of the Accused Products indirectly infringe asserted claims 7, 12, 15, and 23 of the '417 patent.

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9. None of the Accused Products indirectly infringe asserted claims 11, 14, and 16 of the '978 patent.
10. None of the Accused Products indirectly infringe asserted claims 4, 13, and 16 of the '146 patent
11. The asserted claims 1 and 6 of the '087 patent are not invalid under 35 U.S.C. § 102 for anticipation.
12. The asserted claims 7, 12, 15, and 23 of the '417 patent are not invalid under 35 U.S.C. § 102 for anticipation.
13. The asserted claims 11, 14, and 16 of the '978 patent are not invalid under 35 U.S.C. § 102 for anticipation.
14. The asserted claims 4, 13, and 16 of the '146 patent are not invalid under 35 U.S.C. § 102 for anticipation.
15. The asserted claims 1 and 6 of the '087 patent are invalid under 35 U.S.C. § 103 for obviousness.
16. The asserted claims 7, 12, 15 and 23 of the '417 patent are invalid under 35 U.S.C. § 103 for obviousness.
17. Asserted claims 14 and 16 of the '978 patent are invalid under 35 U.S.C. § 103 for obviousness, but asserted claim 11 is not invalid under 35 U.S.C. § 103 for obviousness.
18. Asserted claim 13 of the '146 patent is invalid under 35 U.S.C. § 103 for obviousness, but asserted claims 4 and 16 of the '146 patent are not invalid under 35 U.S.C. § 103 for obviousness.

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19. None of the asserted claims of the '417, '978, and '416 patents are invalid under 35 U.S.C. § 112.
20. An implied license and the doctrine of patent exhaustion apply to those Mac OS X Devices incorporating the NVIDIA GPU that are protected by the NVIDIA License (MacBook, MacBook Air, and Mac mini).
21. The evidence does not demonstrate that the NVIDIA Term Sheet was unenforceable for lack of substantial performance.
22. The doctrine of patent exhaustion does not apply to those Accused Products protected by the Intel License.
23. Apple's estoppel and constructive contract affirmative defenses are rejected.
24. A domestic industry exists with respect to the '087 patent, as required by Section 337.
25. A domestic industry exists with respect to the '417 patent, as required by Section 337.
26. A domestic industry exists with respect to the '978 patent, as required by Section 337.
27. A domestic industry exists with respect to the '146 patent, as required by Section 337.
28. With respect to Respondent Apple Inc., it has been established that no violation exists of Section 337 for claims 1 and 6 of the '087 patent.
29. With respect to Respondent Apple Inc., it has been established that no violation exists of Section 337 for claims 7, 12, 15, and 23 of the '417 patent.
30. With respect to Respondent Apple Inc., it has been established that no violation exists of Section 337 for claims 14, and 16 of the '978 patent. A violation exists of Section 337 for claim 11 of the '978 patent for the accused Mac OS X Accused Products that do not contain an NVIDIA GPU.

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31. With respect to Respondent Apple Inc., it has been established that no violation exists of Section 337 for claim 13 of the '146 patent. A violation exists of Section 337 for claims 4 and 16 of the '146 patent for the accused Mac OS X Accused Products that do not contain an NVIDIA GPU.

This Initial Determination's failure to discuss any matter raised by the parties, or any portion of the record, does not indicate that it has not been considered. Rather, any such matter(s) or portion(s) of the record has/have been determined to be irrelevant, immaterial or meritless. Arguments made on brief which were otherwise unsupported by record evidence or legal precedent have been accorded no weight.

XI. INITIAL DETERMINATION AND ORDER

Based on the foregoing, it is the INITIAL DETERMINATION ("ID") of this Administrative Law Judge that with respect to Respondent Apple Inc., no violation of Section 337 of the Tariff Act of 1930, as amended, has occurred in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain electronic devices with image processing systems, components thereof, and associated software by reason of infringement of claims 1 and 6 of United States Patent No. 7,043,087.

The Administrative Law Judge further determines that with respect to Respondent Apple Inc., no violation of Section 337 of the Tariff Act of 1930, as amended, has occurred in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain electronic devices with image processing systems, components thereof, and associated software by reason of infringement of claims 7, 12, 15, and 23 of United States Patent No. 6,775,417.

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The Administrative Law Judge further determines that with respect to Respondent Apple Inc., no violation of Section 337 of the Tariff Act of 1930, as amended, has occurred in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain electronic devices with image processing systems, components thereof, and associated software by reason of infringement of claim 14 and 16 of United States Patent No. 6,683,978, but that a violation has occurred of infringement of claim 11 of United States Patent No. 6,683,978 with respect to the accused Mac OS X Accused Products that do not contain an NVIDIA GPU.

The Administrative Law Judge further determines that with respect to Respondent Apple Inc., no violation of Section 337 of the Tariff Act of 1930, as amended, has occurred in the importation into the United States, the sale for importation, or the sale within the United States after importation of certain electronic devices with image processing systems, components thereof, and associated software by reason of infringement of claim 13 of United States Patent No. 6,658,146, but that a violation has occurred of infringement of claims 4 and 16 of United States Patent No. 6,658,146 with respect to the accused Mac OS X Accused Products that do not contain an NVIDIA GPU.

Further, this ID, together with the record of the hearings in this Investigation consisting of:

- (1) the transcripts of the Markman and evidentiary hearings, with appropriate corrections as may hereafter be ordered, and
- (2) the exhibits received into evidence in this Investigation, as listed in the attached exhibit lists in **Appendix C**,

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are CERTIFIED to the Commission. In accordance with 19 C.F.R. § 210.39(c), all material found to be confidential by the undersigned under 19 C.F.R. § 210.5 is to be given *in camera* treatment.

The Secretary shall serve a public version of this ID upon all parties of record and the confidential version upon counsel who are signatories to the Protective Order (Order No. 1) issued in this Investigation, and upon the Commission Investigative Attorney.

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RECOMMENDED DETERMINATION ON REMEDY AND BOND

I. REMEDY AND BONDING

The Commission's Rules provide that subsequent to an initial determination on the question of violation of Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, the Administrative Law Judge shall issue a recommended determination containing findings of fact and recommendations concerning: (1) the appropriate remedy in the event that the Commission finds a violation of Section 337, and (2) the amount of bond to be posted by respondents during Presidential review of Commission action under Section 337(j). *See* 19 C.F.R. § 210.42(a)(1)(ii).

A. Applicable Law.

The Commission may issue a remedial order excluding the goods of respondents found in violation of Section 337 (a limited exclusion order) or, if certain criteria are met, excluding all infringing goods regardless of the source (a general exclusion order). 19 U.S.C. § 1337(d); *Certain Hydraulic Excavators and Components Thereof*, Inv. No. 337-TA-582, Comm'n Op., at 15 (U.S.I.T.C., February 3, 2009) ("*Certain Excavators*"). Here, S3G requests a limited exclusion order if it prevails in the Investigation. A limited exclusion order instructs the U.S. Customs and Border Protection ("CBP") to exclude from entry all articles that are covered by the patents at issue and that originate from a named respondent in the investigation. *See* 19 U.S.C. § 1337(d).

B. Remedy with Respect to the Asserted Patents.

As discussed above in the Initial Determination on Violation of Section 337, the Administrative Law Judge has found that no violation has occurred with Respondent Apple Inc.

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with respect to the asserted claims of the '087 and '417 patents, and that a violation has occurred with respect to certain asserted claims of the '978, and '146 patents for those accused Mac OS X Accused Products that do not contain an NVIDIA GPU. Therefore, remedy with respect to the '087 and '417 patents and certain claims of the '978 and '146 patents is not warranted. Should the Commission confirm that a violation has occurred with respect to asserted claim 11 of the '978 patent and claims 4 and 16 of the '146 patent for those accused Mac OS X Accused Products that do not contain an NVIDIA GPU, the Administrative Law Judge's recommendation with respect to remedy follows.

S3G requests that a limited exclusion order issue prohibiting importation of Apple electronic devices with image processing systems, components thereof, and associated software that infringe any asserted claims of the asserted patents. (CBr. at 170.) Staff agrees, with certain qualifications. (SBr. at 107-9.) According to Staff, products that have the "implementation of DXT in the Intel chipset" should be excluded because S3G's infringement claims are barred by the patent exhaustion doctrine. (*Id.* at 108.) Staff further requests that the Commission impose a certification provision because *texturetool* is not on all imported Mac computers, thus providing some difficulty with enforcement. (*Id.* at 109.)

Apple argues that a cease and desist order should be the sole remedy because it is in control of distribution. (RBr. at 168-69.) Essentially Apple argues that it will police itself. Apple further argues that only complete "systems" should be excluded, reiterating its theory that imported items must infringe at the time of importation. (RBr. at 170.) The Administrative Law Judge rejects this argument: infringement does not have to precede importation for an exclusion order to reach components manufactured abroad that are part of an infringing system. *See Certain Digital Set-Top Boxes and Components Thereof*, Inv. No. 337-TA-712, Initial

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Determination at 16-17, 255 (U.S.I.T.C., May 20, 2011). The Administrative Law Judge further rejects Apple's arguments that its products should not be excluded because they allegedly have a high value in relation to the patented technology (RBr. at 171), because (i) the Administrative Law Judge is not persuaded by Professor Hausman's underlying testimony and manipulation of percentages, and (ii) Apple relies on inapposite authority relating to downstream products (*see, e.g.,* S3G's discussion at CRBr. at 98-99; *Certain Condensers, Parts Thereof and Products Containing Same, Including Air Conditioners for Automobiles*, Inv. No. 337-TA-334 (Remand), Publ. 3063, Comm'n Op. at 37 (U.S.I.T.C., September 1997)).

The Administrative Law Judge recommends that that in the event the Commission finds a Section 337 violation, a limited exclusion order should issue. The limited exclusion order should apply to Apple and all of its affiliated companies, parents, subsidiaries, or other related business entities, or its successors or assigns, and should prohibit the unlicensed entry of all electronic devices with image processing systems, components thereof, and related software that infringe the claims of the asserted patents for which a Section 337 violation is found. It is understood that should the Commission find that the doctrine of patent exhaustion applies, that such Apple products would be exempted. The Administrative Law Judge further finds that as a limited exclusion order may depend on differing internal components or software in Apple products, that a certification provision should be imposed on Apple.

II. CEASE AND DESIST ORDER

Section 337 provides that in addition to, or in lieu of, the issuance of an exclusion order, the Commission may issue a cease and desist order as a remedy for violation of Section 337. *See* 19 U.S.C. § 1337(f)(1). The Commission generally issues a cease and desist order directed to a domestic respondent when there is a "commercially significant" amount of infringing, imported

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product in the United States that could be sold so as to undercut the remedy provided by an exclusion order. *See Certain Crystalline Cefadroxil Monohydrate*, Inv. No. 337-TA-293, Comm'n Op. on the Issue Under Review, and on Remedy, the Public Interest and Bonding at 37-42, Pub. No. 2391 (U.S.I.T.C., June 1991). Cease and desist orders have been declined when the record contains no evidence concerning infringing inventories in the United States. *Certain Condensers, Parts Thereof and Products Containing Same, Including Air Conditioners for Automobiles*, Inv. No. 337-TA-334, Comm'n Op. at 28 (U.S.I.T.C., Aug. 27, 1997).

The parties have stipulated that Apple maintains commercially significant inventories of the MacBook, MacBook Air, MacBook Pro, iMac, Mac mini, Mac Pro, iPhone 3GS, iPhone 4, iPod touch (3rd and 4th generation), and iPad. (JX-157C at ¶5.) Furthermore, Apple argues that a cease and desist order is its preferred form of remedy. (RBr. at 168.)

The Administrative Law Judge recommends that the Commission impose a cease and desist order against Apple with respect to those accused Mac OS X Accused Products that do not contain an NVIDIA GPU should the Commission find that a violation has occurred.

III. BOND DURING PRESIDENTIAL REVIEW PERIOD

The Administrative Law Judge and the Commission must determine the amount of bond to be required of a respondent, pursuant to Section 337(j)(3), during the 60-day Presidential review period following the issuance of permanent relief, in the event that the Commission determines to issue a remedy. 19 C.F.R. § 210.42(a)(1)(ii). The purpose of the bond is to protect the complainant from any injury. 19 C.F.R. § 210.50(a)(3).

When reliable price information is available, the Commission has often set the bond by eliminating the differential between the domestic product and the imported, infringing product. *See Certain Microsphere Adhesives, Process for Making Same, and Products Containing Same*,

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Including Self-Stick Repositionable Notes, Inv. No. 337-TA-366, Comm'n Op., at 24 (U.S.I.T.C., December 15, 1995). In circumstances where pricing information is unclear, or where variations in pricing make price comparisons complicated and difficult, the Commission typically has set a 100 percent bond. *Id.*, at 24-25; *Certain Digital Multimeters and Products with Multimeter Functionality*, Inv. No. 337-TA-588, Comm'n Op., at 12-13 (U.S.I.T.C., June 3, 2008) (finding 100 percent bond where each respondent set its price differently, preventing clear differentials between complainant's products and the infringing imports). When a pricing comparison is impossible, it is also appropriate to set the bond based on a reasonable royalty. *Certain Digital Televisions and Certain Products Containing Same and Methods of Using Same*, Inv. No. 337-TA-617, Commission Opinion at 18 (U.S.I.T.C., April 23, 2009).

S3G argues that 100 percent bond is appropriate because S3G does not manufacture or sell products that are competitive with Apple's. (CBr. at 173.) S3G further argues that its licensing royalties should not be a consideration because these revenues are unrelated to the value of the accused technology in Apple's products. (*Id.* at 174.) S3G explains that the value of its licenses has {

} (*Id.*) It is noted

that although S3G presents evidence as to the { } (Tr. at 2594-95 (Schoettelkotte)), it does not adequately explain why its { } licenses (e.g., Nintendo) should not be used as a starting point here. (*Id.* at 175.)

Staff submits, without any analysis, that a reasonable royalty should be set at { } per unit, plus an unnamed increase to { } (SBr. at 110.)

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Apple argues that S3G has not set forth sufficient evidence with respect to bond, but that if a bond is imposed, it should not exceed { } per imported unit. (RBr. at 172-74.) Apple bases its figure on “the maximum value” S3G has placed on its technology in an arm’s length transaction. (*Id.* at 174 (citing JX-85C (Nintendo License)).) However, Apple fails to account for other considerations in the Nintendo license, such as the { } noted by Staff (*see also* Tr. at 2615:9-12 (Schoettelkotte)), { } (JX-85C.)

The Administrative Law Judge is not persuaded by S3G’s arguments that its licenses should be disregarded. Furthermore a bond of 100 percent for a product that has other unrelated operations, such as phone calls, makes no sense. Here, it is possible to determine a reasonable royalty based on S3G’s later licenses, particularly Nintendo’s. (*See e.g.*, JX-85C.) However, the Administrative Law Judge does not find that Apple’s proposed figure of { } per unit adequately represents the value of this most recent Nintendo license. Staff aptly points out that the { } figure should be adjusted upward, but fails to make any analysis on this issue.

Accordingly, the Administrative Law Judge recommends that should a violation be found that warrants a bond determination, the Commission should require the parties to brief this issue further. It is recommended that any further briefing should be based on a finding that bond should be set at more than { } per unit, and the parties should account for (i) the fact that a { } (JX-85C at ¶5), (ii) the fact that some { } relating to the license of S3G’s technology was obtained (*id.* at ¶2.3, 4), (iii) the fact that the license was a { } (*id.* at Recital C; Tr. at 298:18-299:4 (Weng)), and (iv) the fact that most Apple products sell for more than Nintendo products (Tr. at 3032 (Hausman)). With respect to (iv), it is expected that the higher price of the

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Apple products would result in a negotiated *increase*, rather than a *decrease*, in the royalty rate. The Administrative Law Judge finds that Professor Hausman's sleight of hand with percentages in order to suggest a decrease in the value of the royalty rate to be unpersuasive. (Tr. at 2032-3.)

IV. CONCLUSION

In accordance with the discussion of the issues contained herein, it is the RECOMMENDED DETERMINATION of the Administrative Law Judge that in the event the Commission finds a violation of Section 337, the Commission should issue a limited exclusion order directed to Respondent Apple Inc. and all of its affiliated companies, parents, subsidiaries, or other related business entities, or their successors or assigns, and should apply to unlicensed products that infringe those asserted claims of the asserted patents for which a violation was found. The limited exclusion order should include a certification requirement, and should exempt any accused Mac OS X Devices that contain the NVIDIA GPU. Should the Commission determine that a violation has occurred, the Administrative Law Judge recommends that the Commission issue a cease and desist order against Apple Inc. If the Commission imposes a remedy following a finding of violation, Apple Inc. should be required to post a bond during the Presidential review period, however, the parties should submit further briefing as suggested above to more precisely narrow the amount of bond that should be imposed.

Within seven days of the date of this document, each party shall submit to the office of the Administrative Law Judge a statement as to whether or not it seeks to have any portion of this document deleted from the public version. The parties' submissions must be made by hard copy by the aforementioned date.

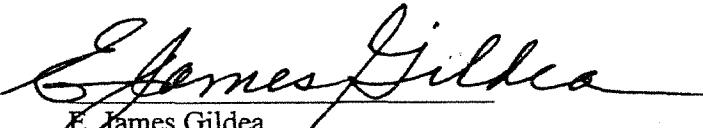
Any party seeking to have any portion of this document deleted from the public version thereof must submit to this office a copy of this document with red brackets clearly indicating

PUBLIC VERSION

any portion asserted to contain confidential business information by the aforementioned date.

The parties' submission concerning the public version of this document need not be filed with the Commission Secretary.

SO ORDERED.


E. James Gildea
Administrative Law Judge

APPENDIX A

THOMAS L. JARVIS
(202) 408-4093
tom.jarvis@finnegan.com

April 8, 2011

VIA HAND DELIVERY

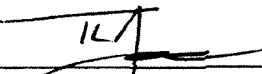
The Honorable E. James Gildea
Office of Administrative Law Judges
U.S. International Trade Commission
Suite 317
500 E Street, SW
Washington, DC 20436

Re: *Certain Electronic Devices With Image Processing Systems,
Components Thereof, and Associated Software, Inv. 337-TA-724*

{REDACTED}

The Honorable E. James Gildea
April 8, 2011
Page 2

Respectfully submitted,



Thomas L. Jarvis
Thomas W. Winland
John R. Alison
Paul C. Goulet
John M. Williamson
FINNEGAN, HENDERSON, FARABOW,
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*Attorneys for Complainants
S3 Graphics Co., Ltd. and S3 Graphics, Inc.*

**CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE**

Inv. No. 337-TA-724

CERTIFICATE OF SERVICE

I, Colleen Martin, hereby certify that on April 8, 2011, copies of the “Letter to The Honorable E. James Gildea from T. Jarvis” were filed and served upon the following parties as indicated:

James R. Holbein Acting Secretary U.S. International Trade Commission 500 E Street, S.W., Room 112-F Washington, DC 20436 (Original and 6 Copies)	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via Email
The Honorable E. James Gildea Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W. Room 317-F Washington, DC 20436 sarah.zimmerman@usitc.gov (2 Copies)	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email
Kecia J. Reynolds, Esq. Investigative Attorney Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Room 401-A Washington, DC 20436 (202) 205-2585 kecia.reynolds@usitc.gov	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email

For Respondent:

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[Apple-S3G-
724InvestigationOHSALL@orrick.com](mailto:Apple-S3G-724InvestigationOHSALL@orrick.com)

- Via First Class Mail
- Via Courier (FedEx)
- Via Hand Delivery
- Via Facsimile
- Via Email

- Via First Class Mail
- Via Courier (FedEx)
- Via Hand Delivery
- Via Facsimile
- Via Email



Colleen Martin, Case Manager
FINNEGAN, HENDERSON, FARABOW,
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901 New York Avenue, NW
Washington, DC 20001
(202) 408-4000 (Telephone)
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APPENDIX B

April 8, 2011

V JAMES ADDUCI II
LOUIS S MASTRIANI
TOM M SCHAUMBERG
WILL E LEONARD
MUNFORD PAGE HALL II
MICHAEL L DOANE
SARAH E HAMBLIN
JAMIE D UNDERWOOD
ANDREW F PRATT *
WILLIAM C SJOBERG
JONATHAN J ENGLER
IAN A TARDUJI
GIAN SHENG *
DAVID H HOLLANDER JR
KATHERINE R LAHNSTEIN
DANIEL F SMITH
ASHA ALLAM *
BEAU A JACKSON *
THOMAS R BURNS JR
ROWAN E MORRIS
EVAN H LANGDON *
PAUL M BARTKOWSKI

OF COUNSEL
JOHN C STEINBERGER
PAUL G HEGLAND
DEBORAH S STRAUSS

VIA HAND DELIVERY

The Honorable James R. Holbein
Acting Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, SW, Room 112-F
Washington, DC 20436

Re: *Certain Electronic Devices with Image Processing
Systems, Components Thereof and Associated
Software, Inv. No. 337-TA-724*

Dear Acting Secretary Holbein:

Pursuant to the Administrative Law Judge's instructions at the close of the hearing, enclosed is a letter on behalf of respondent regarding Order No. 38.

Sincerely,



Andrew F. Pratt

AFP:jct
Enclosure

APPLE707911-7

*admitted to a bar other than DC; practice limited to federal courts & agencies

HARVEY B FOX (1941-2010)

AFFILIATE
AM&S TRADE SERVICES LLC
CARLOS MOORE, PRESIDENT



ORRICK

April 8, 2011

Chris R. Ottenweller
(650) 614-7454
cottenweller@orrick.com

The Honorable E. James Gildea
U.S. International Trade Commission
500 E Street, S.W., Room 317E
Washington, DC 20436

Re: *Certain Electronic Devices with Image Processing Systems, Components Thereof, and
Associated Software, Inv. No. 337-TA-724. Order No. 38*

{REDACTED}

Respectfully submitted,

Chris R. Ottenweller

OHS WEST:261126974.7



ORRICK

April 8, 2011
Page 2

cc: Thomas L. Jarvis
Kecia J. Reynolds

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **LETTER TO JUDGE GILDEA** was served to the parties, in the manner indicated below, this 8th day of April 2011:

The Honorable James R. Holbein
Acting Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W.
Washington, DC 20436

VIA HAND DELIVERY (Original + 6 copies)

The Honorable E. James Gildea
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 317E
Washington, DC 20436

VIA HAND DELIVERY

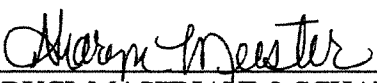
Kecia J. Reynolds, Esq.
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 401F
Washington, DC 20436

VIA HAND DELIVERY
 VIA ELECTRONIC MAIL

COUNSEL FOR COMPLAINANTS

Thomas L. Jarvis
Thomas W. Winland
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
901 New York Avenue, NW
Washington, DC 20001-4413

VIA ELECTRONIC MAIL
 VIA HAND DELIVERY



ADDUCI, MASTRIANI & SCHAUMBERG, L.L.P.
1200 Seventeenth St., N.W., Fifth Floor
Washington, DC 20036

APPENDIX C

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Administrative Law Judge
Hon. E. James Gildea

In the Matter of

CERTAIN ELECTRONIC DEVICES
WITH IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

Investigation No. 337-TA-724

COMPLAINANTS S3 GRAPHICS CO., LTD.'S AND S3 GRAPHICS, INC.'S FINAL EXHIBIT LIST

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
1	Certified Copy of U.S. Patent No. 7,043,087	S3G00005693	S3G00005720	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
2	Certified Copy of U.S. Patent No. 6,775,417	S3G00005664	S3G00005692	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
3	Certified Copy of U.S. Patent No. 6,683,978	S3G00005635	S3G00005663	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
4	Certified Copy of U.S. Patent No. 6,658,146	S3G00005606	S3G00005634	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
5	Certified Copy of U.S. Patent No. 7,043,087 Prosecution History	S3GPH001437	S3GPH001580	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
6	Certified Copy of U.S. Patent No. 6,775,417 Prosecution History	S3GPH000581	S3GPH001167	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
7	Certified Copy of U.S. Patent No. 6,683,978 Prosecution History	S3GPH000001	S3GPH000580	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
8	Certified Copy of U.S. Patent No. 6,658,146 Prosecution History	S3GPH002433	S3GPH002960	Bystrom Richardson	Infringement Domestic Industry Validity	WITHDRAWN
9	Curriculum vitae of Maja E. Bystrom	S3G00067792	S3G00067804	Bystrom	Expert Qualification	ADMITTED 4/4/2011
10	Certified Copies of recorded assignments for the asserted Patents (Complaint Ex. 5)	S3G00002906	S3G00002909	Weng	Infringement	ADMITTED 3/30/2011
10a	Certified Copies of recorded assignments for the asserted Patents (Complaint Ex. 5)	S3G00002910	S3G00002929	Weng	Infringement	ADMITTED 3/30/2011
10b	Certified Copies of recorded assignments for the asserted Patents (Complaint Ex. 5)	S3G00002930	S3G00002933	Weng	Infringement	ADMITTED 3/30/2011
14C	Apple iPhone 3G Marketing Communications U.S. Generic Asset Kit v2.2 dated 12/29/2008	APPLES3G00061776 (hard drive)	APPLES3G00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
15C	February/March 2009 iPhone Assets United States Generic Without Games, iPhone 3G Marketing Communications dated 2/16/2009	APPLES3G 00061776 (hard drive)	APPLES3G 00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
16C	Apple website page entitled "iPod touch, Even more Ways to Play" dated 4/7/2009	APPLES3G 00061776 (hard drive)	APPLES3G 00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
17C	Chart - iPhone Feature Comparison	APPLES3G 00038203	APPLES3G 00038203	Casanova Bystrom Richardson	Infringement	WITHDRAWN
18C	iPhone SoC Competitive Analysis dated 8/20/2010	APPLES3G 00038207	APPLES3G 00038207	Casanova Bystrom Richardson	Infringement	WITHDRAWN
19	MacBook Pro Reviewer's Guide February 2008	APPLES3G 00061776 (hard drive)	APPLES3G 00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
20C	Email re ARB article on OpenGL dated 4/3/2007	APPLES3G 00186471	APPLES3G 00186473	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
21	Screenshot from an Apple Developer's Connection	APPLES3G 00061776 (hard drive)	APPLES3G 00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
22	Email re Apple Developer's Connection dated 7/20/2007	APPLES3G 00061776 (hard drive)	APPLES3G 00061776 (hard drive)	Casanova Bystrom Richardson	Infringement	ADMITTED 4/7/2011
23	Article by J. Strom in Graphics Hardware: "iPACKMAN: High-Quality, Low-Complexity Texture Compression for Mobile Phones" dated 2005	APPLES3G 00063058	APPLES3G 00063066	Delp Bystrom Richardson	Infringement	WITHDRAWN
24C	Apple Source Code- REDACTED (without line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00675	APPLES3G CODEDC00726	Delp Bystrom Kan	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
25C	Apple Source Code- REDACTED (with line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]			Delp Bystrom	Infringement	WITHDRAWN
27C	SGX535 - Technical Reference Manual dated 12/2010/2007 [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G 00207577	APPLES3G 00207763	Bystrom Kan Delp Drebin Sandmel	Infringement	ADMITTED 4/7/2011
29C	Apple Source Code- REDACTED (with line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]			Delp Bystrom	Infringement	WITHDRAWN
30C	Apple Source Code- REDACTED (without line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00015	APPLES3G CODESV00021	Delp Bystrom Fenney	Infringement	WITHDRAWN
31C	Apple Source code - REDACTED (with line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]			Delp Bystrom	Infringement	WITHDRAWN
32C	Apple Source code - REDACTED (without line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00075	APPLES3G CODESV00084	Delp Bystrom Fenney	Infringement	WITHDRAWN
33C	Apple Source code - REDACTED REDACTED 1 (with line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]			Delp Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
34C	Apple Source code - REDACTED (without line numbers) [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00085	APPLES3G CODESV00087	Fenney Delp Bystrom	Infringement	WITHDRAWN
35	Web page: The new 15 - and - 17- inch MacBook Pro at http://www.apple.com/macbookpro/performance.html dated 12/19/2010	S3G00200179	S3G00200181	Delp Richardson	Infringement	WITHDRAWN
40C	VIA Technologies, Inc. License Agreement	S3G00042063	S3G00042074	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
42C	Nintendo Co., Ltd. License Agreement, 1999	S3G00065010	S3G00065025	Schoettelkotte Weng Richardson	Domestic Industry	ADMITTED 3/30/2011
43C	Rental Property Expenses	S3G00081105	S3G00081105	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
44C	Fremont Lease	S3G00080975	S3G00081021	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
45C	Fremont Lease, Extension	S3G00041965	S3G00041965	Schoettelkotte Weng	Domestic Industry Validity	WITHDRAWN
46C	Leasehold Improvement #195 - Final Payment A/C Unit	S3G00080458	S3G00080460	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
47C	Leasehold Improvement #196 - New Compressor & Fun Motor	S3G00080461	S3G00080463	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
48C	Letter S3 Inc. re testing by Microsoft dated 3/23/1998	S3G00067492	S3G00067493	Weng Richardson	Validity	WITHDRAWN
50C	Leasehold Improvement #225 - Server Rack Seismic Restrain	S3G00080464	S3G00080469	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
51C	Leasehold Improvement #233 - Exhaust Fan in Lab	S3G00080470	S3G00080472	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
52C	Leasehold Improvement #292 - Electrical Panel and Circuits for SQA Lab	S3G00080473	S3G00080476	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
53	Wikipedia reference for PVRTC dated 1/6/2011	S3G00107365	S3G00107365	Fenney Bystrom Richardson	Infringement	ADMITTED 4/7/2011
54	Wikipedia user reference for Simon Fenney dated 1/6/2011	S3G00107370	S3G00107370	Fenney Bystrom Richardson	Infringement	WITHDRAWN
55	Wikipedia reference for PVRTC dated 1/6/2011	S3G00107366	S3G00107367	Fenney Bystrom Richardson	Infringement	ADMITTED 4/7/2011
56	Wikipedia reference for PVRTC dated 1/6/2011	S3G0107368	S3G0107369	Fenney Bystrom Richardson	Infringement	ADMITTED 4/7/2011
57	Reverse whois statement dated 1/13/2011	S3G00107362	S3G00107364	Fenney Bystrom Richardson	Infringement	WITHDRAWN
58	scout analytics web page, Online Metrics Done Wrong Part 2 - Tracking IP Addresses dated 1/13/2011	S3G00107360	S3G00107361	Fenney Bystrom Richardson	Infringement	WITHDRAWN
59C	May 2009 ANSiP: H4P Concept Review dated May 2009	APPLES3G 00194392	APPLES3G 00194418	Drebin Bystrom	Infringement	WITHDRAWN
60C	POWERVR SGX Graphics Overview dated September 2009	APPLES3G 00205058	APPLES3G 00205085	Drebin Bystrom	Infringement	WITHDRAWN
61C	SGX Release Historical Data	APPLES3G 00207895	APPLES3G 00207895	Drebin Bystrom	Infringement	WITHDRAWN
62	Handwritten notes entitled OPENGL ES or OPENGL Extensions/Params	S3G00200191	S3G00200191	Drebin Bystrom Sandmel	Infringement	WITHDRAWN
63C	Redmond Lease	S3G00041966	S3G00041989	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
64C	SGX543 Technical Reference Manual dated 2/2/2010	APPLES3G 00000870	APPLES3G 00001190	Bystrom Drebin Kan Fenney	Infringement	ADMITTED 4/4/2011
65C	E-mail discussing DXT in SGX543 SPM dated 1/5/2010	APPLES3G 00218709	APPLES3G 00218709	Drebin Bystrom	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
66C	E-mail re DXT texture compression formats dated 9/3/2009	APPLES3G 00213086	APPLES3G 00213090	Drebin Bystrom	Infringement	ADMITTED 4/7/2011
67C	E-mail re DXT texture compression formats dated 9/3/2009	APPLES3G 00213091	APPLES3G 00213095	Drebin Bystrom	Infringement	ADMITTED 4/7/2011
68C	E-mail re adding DXT support for SGX543 dated 9/8/2009	APPLES3G 00213317	APPLES3G 00213323	Drebin Bystrom	Infringement	ADMITTED 4/7/2011
69C	E-mail re DXT specification reference used for SGX dated 11/2010/2009	APPLES3G 00057936	APPLES3G 00058545	Drebin Bystrom	Infringement	WITHDRAWN
70C	E-mail re GPU performance evaluation from Bob Drebin dated 5/20/2010	APPLES3G 00057225	APPLES3G 00057227	Drebin Bystrom	Infringement	ADMITTED 4/7/2011
71C	Redmond Lease, First Amendment	S3G00041990	S3G00041993	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
72C	Redmond Lease, Third Amendment	S3G00080973	S3G00080974	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
73C	Redmond Tenant Ledger	S3G00080477	S3G00080480	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
74C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC0031	APPLES3G CODEDC0054	Drebin Richardson Bystrom	Infringement	ADMITTED 4/7/2011
75C	E-mail re Apple review meeting of October 2009 dated 10/27/2009	APPLES3G 00227898	APPLES3G 002277907	Drebin Richardson Bystrom	Infringement	ADMITTED 4/7/2011
77C	S3G Graphics Co. Ltd. Sales Analysis 2006-2009	S3G00064820	S3G00064858	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
78C	License Agreement between S3 Graphics, Inc. and STMicroelectronics dated 6/21/2001	S3G00067465	S3G00067478	Schoettelkotte Weng Richardson	Domestic Industry Validity	WITHDRAWN
80C	License Agreement between S3 Graphics and Sony Computer Entertainment America Inc., Playstation 2 Agreement dated 7/24/2004	S3G00066302	S3G00066311	Schoettelkotte Weng Richardson	Domestic Industry Validity	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
81C	S3 Graphics, Inc. and Sony Playstation 3 Agreement dated 8/12/2005	S3G00067676	S3G00067687	Schoettelkotte Weng Richardson	Domestic Industry Validity	WITHDRAWN
82C	Texture Compression License Agreement between S3 Graphics Co., Ltd. and Nintendo Co., Ltd dated 9/1/2009	S3G00068466	S3G00068484	Richardson Schoettelkotte Weng	Domestic Industry Validity	WITHDRAWN
83C	Salary & Benefits Spreadsheet 2008	S3G00081107	S3G00081115	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
84	Web page: Imagination Technologies Group plc, Listing of Shares dated 1/13/2011	S3G00200192	S3G00200192	Schoettelkotte	Remedy	WITHDRAWN
87C	Chart: Product Family/Years of Production	S3G00200193	S3G00200193	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
88C	E-mail re Project Review dated 1/6/2009	S3G00042109	S3G00042116	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
89C	E-mail re weekly project review dated 8/8/2010	S3G00045437	S3G00045451	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
90C	S3 Graphics, Inc. Balance Sheet & Income dated 2010	S3G00034994	S3G00034997	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
91C	Fremont First Amendment to Lease dated 3/1/2006	S3G00041963	S3G00041964	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
92C	Fremont Tenant Ledger dated 9/20/2010	S3G00064715	S3G00064722	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
93C	Leasehold Improvements #191 - A/C Unit dated 3/22/2003	S3G00080453	S3G00080457	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
94C	List Leasehold Improvements	S3G00081041	S3G00081041	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
95C	S3 Graphics Assets Acquired Information Sheet 2001-2010	S3G00082331	S3G00082354	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
96C	S3 Graphics, Inc. Asset Acquired Information 2001-2010	S3G00106502	S3G00106594	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
98C	Term Sheet dated 2/1/2000	S3G00064804	S3G00064810	Weng Schoettelkotte	Rebut Affirmative Defenses	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
99C	Patent Cross License Agreement Between S3 Incorporated and Intel Corporation dated 12/16/1998	INTC 000029	INTC 000072	Weng Schoettelkotte	Rebut Affirmative Defenses	WITHDRAWN
100	Web page: Mac OS X 10.6.5 OpenGL Info dated 1/13/2011	S3G00200312	S3G00200316	Schoettelkotte	Remedy	WITHDRAWN
101C	E-mail re list of current popular game developers who might be suitable iPhone development dated 1/8/2001	APPLES3G 00408460	APPLES3G 00408461	Haun Bystrom	Infringement	WITHDRAWN
102C	E-mail re REDACTED OpenGL tech support dated 11/26/2008	S3G00200317	S3G00200323	Haun Bystrom McMahon Wright	Infringement	ADMITTED 4/4/2011
103C	E-mail re launch demo updates dated 3/16/2009	APPLES3G 00456005	APPLES3G 00456005	Haun Bystrom	Infringement	WITHDRAWN
104C	E-mail re initial web reactions about iPhone 3G and OpenGL ES support dated 6/9/2009	APPLES3G 00413684	APPLES3G 00413685	Haun Bystrom	Infringement	WITHDRAWN
105C	E-mail re notes from the Imagination meeting dated 3/25/ 2010	APPLES3G 00421193	APPLES3G 00421194	Haun Bystrom	Infringement	WITHDRAWN
106C	E-mail re REDACTED OpenGL feedback opportunity dated 3/3/2009	APPLES3G 00518410	APPLES3G 00518411	Haun Bystrom	Infringement	ADMITTED 4/7/2011
107C	E-mail re follow-up to REDACTED games preview on iPhone dated 3/6/2009	APPLES3G 00455771	APPLES3G 00455771	Haun Bystrom	Infringement	WITHDRAWN
108C	Outline of iPhone game performance issues	APPLES3G 00455772	APPLES3G 00455778	Haun Bystrom	Infringement	WITHDRAWN
109C	Overview of RockStar's Chinatown Wars handheld game	APPLES3G 00455779	APPLES3G 00455780	Haun Bystrom	Infringement	WITHDRAWN
110C	E-mail re developer relations questions dated 6/19/2009	APPLES3G 0100511	APPLES3G 0100512	Haun Bystrom	Infringement	ADMITTED 4/7/2011
111C	E-mail re developer relations and forum discussions pertaining to PVRTC and REDACTED experiences with PVRTC dated 6/19/2009	APPLES3G 01248984	APPLES3G 01248984	Haun Bystrom	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
112C	E-mail re OpenGL ES and PVRTC compressor proposal for posting to a thread dated 6/19/2009	APPLES3G 01248985	APPLES3G 01248985	Haun Bystrom	Infringement	ADMITTED 4/7/2011
113C	E-mail re contacting Fastlane Street racing developers over bug dated 2/25/2009	APPLES3G 0101211	APPLES3G 0101212	Haun Bystrom	Infringement	ADMITTED 4/7/2011
114C	iTunes Connect Developer Guide dated 6/14/2010	S3G00200324	S3G00200472	Haun Bystrom	Infringement	ADMITTED 4/7/2011
115C	E-mail re efficiencies and improvements around the iDP as a means to get apps to the APP store dated 7/30/2008	APPLES3G 01062223	APPLES3G 01062225	Haun Bystrom	Infringement	ADMITTED 4/7/2011
116C	E-mail re REDACTED library dated 4/4/2009	APPLES3G 00757272	APPLES3G 00757272	Haun Bystrom	Infringement	ADMITTED 4/7/2011
117C	E-mail re development access for Imagination Technologies dated 3/12/2008	APPLES3G 00501199	APPLES3G 00501200	Haun Bystrom	Infringement	ADMITTED 4/7/2011
118C	iPhone Developer Program License Agreement	S3G00106474	S3G00106501	Haun Bystrom	Infringement	ADMITTED 4/7/2011
119C	Presentation: Graphics Developer Technology Update dated February 2010	APPLES3G 00514124	APPLES3G 00514134	Haun Bystrom	Infringement	WITHDRAWN
120C	Apple Worldwide Developers Conference 2009 - Marketing Copy Deck, v.2.0 dated 3/9/2009	APPLES3G 01063487	APPLES3G 01063503	Haun Bystrom	Infringement	ADMITTED 4/7/2011
121C	Redacted e-mail from Maurice Cusseaux to Frode Oijord re Apple Developer technical Support of vertex texture fetch	APPLES3G 01398558	APPLES3G 01398576	Haun Bystrom	Infringement	ADMITTED 4/7/2011
122C	Presentation: Firenze Flow re MacApps, from code to customer dated 9/22/2010	APPLES3G 01063805	APPLES3G 01063843	Haun Bystrom	Infringement	ADMITTED 4/7/2011
123	Imagination webpage: Imagination Technologies Group plc - Listing of Shares dated 6/29/2009	S3G00107040	S3G00107040	Haun Bystrom	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
124	Web article from the Telegraph: Imagination boss Hossein Yassaie wages war on Britain's lack of ambition dated 11/2011/2009	S3G00107041	S3G00107043	Haun Bystrom	Infringement	WITHDRAWN
125C	Salary & Benefits Spreadsheet, 2010	S3G00081125	S3G00081130	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
126C	Salary & Benefits Spreadsheet, 2009	S3G00081116	S3G00081124	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
127	OpenGL ES Programming Guide for iPhone OS, Graphics & Animation: 3D Drawing dated 1/20/2010	S3G00005321	S3G00005382	Kan Bystrom Sandmel	Infringement	ADMITTED 4/7/2011
128	iPhone OS Overview dated 5/2011/2010	S3G00005254	S3G00005257	Kan Bystrom Sandmel	Infringement	ADMITTED 4/7/2011
130	iPhone Development Guide, Tools & Languages; IDEs dated 3/19/2010	S3G00005148	S3G00005253	Bystrom Kan Sandmel	Infringement	ADMITTED 4/7/2011
131	Richardson, "Digital Video Communications," 1997	S3G00202280	S3G00202513	Bystrom Richardson	Infringement Validity	ADMITTED 4/7/2011
133C	Graphics and Display Development For Wildcat and Apex	APPLES3G 00072515	APPLES3G 00072537	Kan Bystrom	Infringement	ADMITTED 4/7/2011
134C	Apple Source Code [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00001	APPLES3G CODEDC00004	Kan Bystrom	Infringement	WITHDRAWN
135C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02043	APPLES3G CODEDC02047	Kan Bystrom	Infringement	ADMITTED 4/4/2011
136C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00650	APPLES3G CODEDC00651	Kan Bystrom	Infringement	WITHDRAWN
137C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02048	APPLES3G CODEDC02057	Kan Bystrom	Infringement	WITHDRAWN
139	Richardson, "H.264 and MPEG-4 Video Compression," 2003	S3G00202514	S3G00202810	Richardson Bystrom	Infringement Validity	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
140C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00727	APPLES3G CODEDC00727	Kan Bystrom	Infringement	WITHDRAWN
141C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00755	APPLES3G CODEDC00756	Kan Bystrom	Infringement	WITHDRAWN
142C	Apple Source - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02087	APPLES3G CODEDC02097	Kan Bystrom	Infringement	ADMITTED 4/4/2011
143C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02059	APPLES3G CODEDC02062	Kan Bystrom	Infringement	ADMITTED 4/4/2011
144C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02109	APPLES3G CODEDC02117	Kan Bystrom	Infringement	WITHDRAWN
145C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02063	APPLES3G CODEDC02072	Kan Bystrom	Infringement	ADMITTED 4/4/2011
146C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02098	APPLES3G CODEDC02100	Kan Bystrom	Infringement	WITHDRAWN
147C	Apple Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00631	APPLES3G CODEDC00642	Kan Bystrom	Infringement	WITHDRAWN
148C	Salary & Benefits Spreadsheet, 2007	S3G00082306	S3G00082317	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
149C	S3 Graphics, Inc. Balance Sheet & Income Statement, 2005	S3G00034998	S3G00035003	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
150C	S3 Graphics, Inc. Balance Sheet & Income Statement, 2009	S3G00035004	S3G00035008	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
151C	S3 Graphics, Inc. Balance Sheet & Income Statement, 2008	S3G00034989	S3G00034993	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
152C	S3 Graphics, Inc. Balance Sheet & Income Statement, 2007	S3G00034984	S3G00034988	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
153C	S3 Graphics, Inc. Balance Sheet & Income Statement, 2006	S3G00034978	S3G00034983	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
154C	E-mail re GTA-CTW iPhone State of the Fps Address	APPLES3G 00413582	APPLES3G 00413583	Kan Bystrom	Infringement	ADMITTED 4/7/2011
155C	GDC Summary, version 1.0	APPLES3G 00422921	APPLES3G 004422923	Kan Bystrom	Infringement	WITHDRAWN
156C	Chips Roadmap	APPLES3G 00038068	APPLES3G 00038092	Kan Bystrom	Infringement	WITHDRAWN
157C	Embedded Graphics GPU Requirements	APPLES3G 000038745	APPLES3G 000038767	Kan Bystrom	Infringement	WITHDRAWN
158C	REDACTED Graphics performance (p)review July 9, 2009	APPLES3G 00194146	APPLES3G 00194165	Kan Bystrom	Infringement	ADMITTED 4/7/2011
159C	S3 Graphics Co., Ltd. & S3 Graphics, Inc. Balance Sheets & Income Statements	S3G00064723	S3G00064743	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
160C	E-mail re adding DXT support for SGX543 dated 9/1/2009	APPLES3G 00213017	APPLES3G 00213018	Sandmel Bystrom	Infringement	ADMITTED 4/7/2011
161C	E-mail re REDACTED dated 9/29/2009	APPLES3G 00191037	APPLES3G 00191037	Sandmel Bystrom	Infringement	ADMITTED 4/7/2011
162C	E-mail re DXT texture compression formats dated 9/1/2009	APPLES3G 00213037	APPLES3G 00213039	Sandmel Bystrom	Infringement	ADMITTED 4/7/2011
163C	Email re Mac OpenGL and GDC dated 3/5/2010	APPLES3G 00072297	APPLES3G 00072299	Sandmel Bystrom Richardson	Infringement	ADMITTED 4/7/2011
164C	3D Graphics Driver Guide dated 4/1/2010	APPLES3G 00072445	APPLES3G 00072512	Sandmel Bystrom Richardson	Infringement	ADMITTED 4/7/2011
165C	E-mail re 3D Graphics Driver Guide dated 4/1/2010	APPLES3G 00072436	APPLES3G 00072436	Sandmel Bystrom Richardson	Infringement	ADMITTED 4/7/2011
166C	Apple GPU Abstraction Layer dated 11/2/2009	APPLES3G 00001698	APPLES3G 0000 1700	Sandmel Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
169C	Sales & Marketing Services Agreement between S3 Graphics Co., Ltd. and S3 Graphics, Inc.	S3G00081042	S3G00081044	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
171C	The OpenGL ES Shading Language dated 2006	S3G00087619	S3G00087723	Sandmel	Infringement	ADMITTED 4/7/2011
172C	Agreement to License Conformance Test Source to Khronos	APPLES3G 00071843	APPLES3G 00071848	Sandmel	Infringement	ADMITTED 4/7/2011
173C	Embedded Graphics (2D/3D) Vendor Review Executive Summary dated 2/21/2007	APPLES3G 00194108	APPLES3G 00194121	Sandmel	Infringement	ADMITTED 4/7/2011
174C	E-mail re khronos_promoters dated 3/5/2008	APPLES3G 00083058	APPLES3G 00083059	Sandmel	Infringement	ADMITTED 4/7/2011
176C	Email from M. Butler to S. Fenney et al.	IMG_0009102	IMG_0009108	Fenney Bystrom Sandmel	Infringement	ADMITTED 4/7/2011
178C	PVRTC Texture Compression Usage Guide v1.0.8a	IMG_0009147	IMG_0009169	Bystrom Delp Fenney	Infringement	ADMITTED 4/4/2011
179C	PVRTC Texture Compression Usage Guide v1.0.62a	IMG_0009126	IMG_0009146	Fenney Bystrom Sandmel	Infringement	WITHDRAWN
180	Fenney UK Patent	IMG_0002048	IMG_0002106	Fenney Sandmel Bystrom	Infringement	WITHDRAWN
181C	Eurasia 3D Input Parameter Format	APPLES3G 00038888	APPLES3G 00038965	Bystrom	Infringement	WITHDRAWN
182	Article entitled "Rendering from Compressed Textures" by Andrew C. Beers et al.	APPLES3G 00061942	APPLES3G 00061945	Richardson	Domestic Industry	ADMITTED 4/7/2011
183C	Appendix M - Exemplary Microsoft DirectX Claim Chart for U.S. Patent No. 7,043,087	S3G00200002	S3G00200005	Richardson	Domestic Industry	WITHDRAWN
184C	Appendix C - Exemplary S3G D3 and D4 Claim Chart for U.S. Patent No. 6,658,146	S3G00200006	S3G00200025	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
185C	Appendix D - Exemplary S3G Matrix Claim Chart for U.S. Patent No. 6,658,146	S3G00200026	S3G00200046	Richardson	Domestic Industry	WITHDRAWN
186C	Appendix E - Exemplary S3G D3 and D4 Claim Chart for U.S. Patent No. 6,683,978	S3G00200047	S3G00200054	Richardson	Domestic Industry	WITHDRAWN
187C	Appendix F - Exemplary S3G Matrix Claim Chart for U.S. Patent No. 6,683,978	S3G00200055	S3G00200062	Richardson	Domestic Industry	WITHDRAWN
188C	Appendix G - Exemplary S3G D3 and D4 Claim Chart for U.S. Patent No. 6,775,417	S3G00200063	S3G00200073	Richardson	Domestic Industry	WITHDRAWN
189C	Appendix H - Exemplary S3G Matrix Claim Chart for U.S. Patent No. 6,775,417	S3G00200074	S3G00200084	Richardson	Domestic Industry	WITHDRAWN
190C	Appendix I - Exemplary S3G D3 and D4 Claim Chart for U.S. Patent No. 7,043,087	S3G00200085	S3G00200096	Richardson	Domestic Industry	WITHDRAWN
191C	Appendix J - Exemplary S3G Matrix Claim Chart for U.S. Patent No. 7,043,087	S3G00200097	S3G00200107	Richardson	Domestic Industry	WITHDRAWN
192C	Appendix K - Exemplary Microsoft DirectX Claim Chart for U.S. Patent No. 6,683,978	S3G00200108	S3G00200113	Richardson	Domestic Industry	WITHDRAWN
193C	Appendix L - Exemplary Microsoft DirectX Claim Chart for U.S. Patent No. 6,775,417	S3G00200114	S3G00200120	Richardson	Domestic Industry	WITHDRAWN
194C	Source code - line4.cpp. [Retained by Counsel Pursuant to Source Code Stipulation]	S3GSC0500597	S3GSC0500608	Richardson Hong	Validity	WITHDRAWN
195C	Source code -line4.cpp. [Retained by Counsel Pursuant to Source Code Stipulation]	S3GSC0500584	S3GSC0500596	Richardson Hong	Validity	WITHDRAWN
196C	PowerPoint presentation by regarding image compression for low-cost 3D graphics hardware	S3G00006359	S3G00006392	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
197C	PowerVR Technologies Appendix D - PVR-TC Texture Decompression	IMG_0005063	IMG_0005069	Fenney Bystrom	Infringement	WITHDRAWN
198C	PowerVR Technology Notes on Changes to 2BPP PVR-TC	IMG_0009009	IMG_0009010	Fenney Bystrom	Infringement	WITHDRAWN
199C	Document entitled Additional notes on PVRTC texture encoding	IMG_0009025	IMG_0009027	Fenney Bystrom	Infringement	WITHDRAWN
200	Texture Compression using Low-Frequency Signal Modulation dated 2003	APPLES3G 0619059	APPLES3G 0619067	Fenney Bystrom Delp Kan	Infringement	ADMITTED 4/4/2011
201C	Draft: Texture Compression using Low-Frequency Signal Modulation dated 2003	IMG_0000001	IMG_0000009	Fenney Bystrom	Infringement	WITHDRAWN
202C	E-mail re Graphics hardware dated 5/20/2003	IMG_0000030	IMG_0000035	Fenney Bystrom	Infringement	WITHDRAWN
204C	E-mail dated 5/23/2003	IMG_0000010	IMG_0000018	Fenney Bystrom	Infringement	WITHDRAWN
205C	Texture Compression using Low-Frequency Signal Modulation (PVR-TC) dated 2003	IMG_0003416	IMG_0003461	Fenney Bystrom	Infringement	WITHDRAWN
207C	PVRTC-PowerVR Texture Compression: Technology Overview	IMG_0009078	IMG_0009083	Fenney Bystrom	Infringement	WITHDRAWN
209C	PowerVR Texture Compression PVRTC - Overview and Format dated 8/28/2008	IMG_0005013	IMG_0005030	Fenney Bystrom	Infringement	WITHDRAWN
210C	PVRTexTool Reference Manual dated 1/2011/2008	IMG_0009428	IMG_0009445	Fenney Bystrom	Infringement	WITHDRAWN
211C	Source Code - File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00664	APPLES3G CODEDC00674	Fenney Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
212C	Source Code - File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00208	APPLES3G CODEDC00217	Fenney Bystrom	Infringement	WITHDRAWN
213C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00195	APPLES3G CODEDC00197	Fenney Bystrom	Infringement	WITHDRAWN
214C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00058	APPLES3G CODEDC000131	Fenney Bystrom	Infringement	WITHDRAWN
215C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00132	APPLES3G CODEDC000194	Fenney Bystrom	Infringement	WITHDRAWN
216C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00470	APPLES3G GCODEDC00630	Fenney Bystrom	Infringement	WITHDRAWN
218C	Source Code: File: REDACTED retained by counsel [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC00022	APPLES3G CODEDC00033	Fenney Bystrom	Infringement	WITHDRAWN
219C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00034	APPLES3G CODESV00071	Fenney Bystrom	Infringement	WITHDRAWN
220C	Source Code: File: REDACTED hd,v [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00072	APPLES3G CODESV00074	Fenney Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
223C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00088	APPLES3G CODESV00090	Fenney Bystrom	Infringement	WITHDRAWN
224C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00091	APPLES3G CODESV00099	Fenney Bystrom	Infringement	WITHDRAWN
225C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00100	APPLES3G CODESV00108	Fenney Bystrom	Infringement	WITHDRAWN
226C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00109	APPLES3G CODESV00118	Fenney Bystrom	Infringement	WITHDRAWN
227C	Source Code: File: RE [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV00277	APPLES3G CODESV00279	Fenney Bystrom	Infringement	WITHDRAWN
228C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	IMG_0009446	IMG_0009464	Fenney Bystrom	Infringement	WITHDRAWN
229C	E-mail re MBX Plus proposal for TI dated 4/7/2004	IMG_0009119	IMG_0009122	Fenney Bystrom	Infringement	WITHDRAWN
230C	Source Code: File: REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	IMG_0009465	IMG_0009468	Fenney Bystrom	Infringement	WITHDRAWN
237	Letter enclosing a copy of the subpoena to Veiled Games Corp. dated 11/9/2010	S3G00200473	S3G00200517	McMahon Wright, Bystrom	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
238	Screenshot from APPLE ITUNES APP Store	S3G00200518	S3G00200518	McMahon Wright Bystrom	Infringement	ADMITTED 4/4/2011
239C	CD of Production by VEILED GAMES dated 11/22/2010	S3G00200519	S3G00200519	McMahon Wright Bystrom	Infringement	ADMITTED 4/7/2011
241	VEILED GAMES BLOG POST ON PVRTC	S3G00200527	S3G00200528	McMahon Wright Bystrom	Infringement	ADMITTED 4/7/2011
242C	Source code: GameViewController.m. dated 4/2011/2008	S3G00200529	S3G00200551	McMahon Wright Bystrom	Infringement	ADMITTED 4/7/2011
243C	Source code: RenderEngine.h	S3G00200552	S3G00200554	McMahon Wright Bystrom	Infringement	ADMITTED 4/7/2011
244	Subpoena and Ad Testificandum to Intermap Technologies, Inc. dated 11/5/2010	S3G00200555	S3G00200555	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
245	Screen Shot of Apple iTune App Store	S3G00200556	S3G00200556	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
246C	Status of Data Sets dated 9/29/2010	INTER-000001	INTER-000007	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
247C	Status of Data Sets	INTER-000008	INTER-000011	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
248C	Status of Data Sets	INTER-000081	INTER000087	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
249C	Product Description for Release 4.0.	INTER-001228	INTER-001229	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
250C	4.0 Release	INTER000283	INTER-000302	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
251C	iPhone OS Programming Guide dated 7/8/2008	INTER-000815	INTER001020	Bystrom Oseth	Infringement	ADMITTED 4/7/2011
252C	Resource Programming Guide dated 6/26/2008	INTER-000088	INTER000141	B ystrom Oseth	Infringement	ADMITTED 4/7/2011
253C	Trip Report dated 11/3/2008	INTER-001053	INTER001056	Bystrom Oseth	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
254	Subpoena Duces Tecum and Ad Testificandum to Imagination Technologies, Inc. dated 9/8/2010	S3G00200557	S3G00200599	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
255	Subpoena Duces Tecum and Ad Testificandum to Imagination Technologies, Inc. dated 10/1/2010	S3G00200600	S3G00200638	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
256C	E-mail to Qingyu Yin from Aaron Moore, re deposition topics. dated 12/1/2010	S3G00200121	S3G00200131	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
257	Printouts from Imagination Web site dated 12/2/2010	S3G00200639	S3G00200647	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
258C	Imagination Technologies Special Design License Proposal for Apple Inc.(version 2.0)" dated 02/00/2007	IMG_0008903	IMG_0008909)	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
259C	Change of Control Protection Proposal - Shareholding and Warrants"	IMG_0008910	IMG_0008911	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
260C	Subscription Agreement" between Apple and Imagination dated 12/18/2008	APPLES3G 00500670	APPLES3G 00500687	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
261C	IP Evaluation License Agreement dated 6/4/2007	IMG_0003893	IMG_0003901	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
262C	License Agreement dated 6/29/2007	IMG_0004877	IMG_0004914	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
263C	License Agreement dated 7/30/2008	IMG_0003656	IMG_0003696	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
264C	Amendment No. 1 to the License Agreement dated 7/31/2008	IMG_0004805	IMG_0004805	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
265C	E-mail re Apple Customer Ticket 6595 dated 9/16/2009	APPLES3G 00057377	APPLES3G 00057377	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
266C	E-mail re initial draft agenda for 3rd day at IMG dated 9/17/2009	APPLES3G 00213509	APPLES3G 00213510	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267a-C	E-mails re agenda for IMG meeting	APPLES3G 00087936	APPLES3G 00087937	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267b-C	E-mails re agenda for IMG meeting	APPLES3G 00088281	APPLES3G 00088282	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
267c-C	E-mails re agenda for IMG meeting	APPLES3G 00107719	APPLES3G 00107720	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267d-C	E-mails re agenda for IMG meeting	APPLES3G 00072964	APPLES3G 00072965	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267e-C	E-mails re agenda for IMG meeting	APPLES3G 00076004	APPLES3G 00076005	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267f-C	E-mails re agenda for IMG meeting	APPLES3G 00078577	APPLES3G 00078578	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267g-C	E-mails re agenda for IMG meeting	APPLES3G 00082197	APPLES3G 00082198	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
267h-C	E-mails re agenda for IMG meeting	APPLES3G 00087714	APPLES3G 00087714	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
268C	E-mail re requested information for U.S. patent Application to USP 6,304,268, et al. dated 11/2010/2003	IMG_0009003	IMG_0009003	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
269C	E-mail re MBX proposal for dated 4/7/2004 REDACTED	IMG_0009119	IMG_0009122	Bystrom Metcalfe	Infringement	ADMITTED 4/7/2011
270C	Series of customer tickets on e-mails	APPLES3G 00212179; APPLES3G 00212184; APPLES3G 00212204; APPLES3G 00212272	APPLES3G 00212179; APPLES3G 00212184; APPLES3G 00212204; APPLES3G 00212272	Bystrom Metcalfe Richardson	Infringement Validity	ADMITTED 4/7/2011
271C	E-mail re S3TC question 5/21/2010	IMG_0003479	IMG_0003481	Bystrom Metcalfe Richardson	Infringement Validity	ADMITTED 4/7/2011
273	Peachey, Texture on Demand, Pixar Animation Studios Technical Memo #217 (1990)	S3G00107297	S3G00107319	Richardson	Validity	ADMITTED 4/7/2011
274C	Microsoft Corporation License Agreement	S3G00068410	S3G00068449	Richardson Schoettelkotte Weng	Domestic Industry Validity	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
275	S3/Microsoft Press Release dated 03/24/1998	S3G00008163	S3G00008166	Richardson Schoettelkotte Weng	Validity Remedy	ADMITTED 3/30/2011
276	Article "Microsoft licenses 3-D graphics technology from S3 Incorporated"	S3G00081054	S3G00081055	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
277	Article "Microsoft licenses 3-D graphics technology from S3 Incorporated"	S3G00081056	S3G00081057	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
278	Article "Sony Asks S3 For Graphics Tech in Portable Playstation"	S3G00081058	S3G00081058	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
280	Article "mmWire News Briefs-- Nintendo..."	S3G00081063	S3G00081065	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
281	Article "Nintendo and S3 Partner on Next-Generation Game Console Design"	S3G00081066	S3G00081067	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
282C	Creative license	S3G00068399	S3G00068409	Richardson Schoettelkotte Weng	Validity	ADMITTED 3/30/2011
283	Article "Creative License S3 Texture Compression Technology"	S3G00081059	S3G00081060	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
284	"The Direct3D 10 System"	S3G00081219	S3G00081229	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
285	Article re: "s3's Supplier of PCs Highlights Success of S3's Savage4 Accelerator"	S3G00081070	S3G00081071	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
286	Article "S3's U.S. and European Roadshows Ignite Developer Support for Savage3D's Texture Compression"	S3G00081050	S3G00081053	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
287	Article "S3TC and FXT1 texture compression"	S3G00081086	S3G00081101	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
288	Article "Game developers buoyed by DirectX"	S3G00081048	S3G00081049	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
289	Article "Rage Software Adopts S3's Texture Compression Technology for All Forthcoming Games"	S3G00081068	S3G00081069	Richardson Schoettelkotte Weng	Remedy Validity	WITHDRAWN
290	Vorobiev Article	S3G00081079	S3G00081081	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
291	Article "The Truth about S3TC"	S3G00081074	S3G00081078	Richardson Schoettelkotte Weng	Validity Remedy	WITHDRAWN
292	Article "Playstation Portable to use S3 graphics"	S3G00081047	S3G00081047	Schoettelkotte Weng	Validity Remedy	WITHDRAWN
293	http://developer.amd.com/gpu/radeon/archives/RadeonSampleCode/EXT_texture_compr... dated 12/29/2010	S3G00200648	S3G00200648	Richardson	Validity	WITHDRAWN
294	http://www.nvidia.com/object/geforc e6_techspecs.html dated 12/29/2010	S3G00200649	S3G00200653	Richardson	Validity	WITHDRAWN
295	U.S. Patent No. 5,946,431	S3G00000001	S3G00000028	Richardson	Validity	WITHDRAWN
296	U.S. Patent No. 5,946,431 Prosecution History	S3G00000029	S3G00000187	Richardson	Validity	WITHDRAWN
297C	MSDN, DDS (Windows)	S3G00082318	S3G00082318	Richardson	Domestic Industry	WITHDRAWN
298C	MSDN, Opaque and 1-Bit Alpha Textures (Direct3D 9) (Windows)	S3G00082319	S3G00082323	Richardson	Domestic Industry	WITHDRAWN
299C	MSDN, Block Compression (Direct3D 10) (Windows)	S3G00005020	S3G00005031	Richardson	Domestic Industry	WITHDRAWN
300C	MSDN, Deprecated Features (Direct3D 10) (Windows)	S3G00082324	S3G00082325	Richardson	Domestic Industry	WITHDRAWN
301C	MSDN, Using Compressed Textures (Direct3D 9) (Windows)	S3G00082326	S3G00082327	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
302C	MSDN, Texture Conversion Tool Extended (Texconvex.exe) (Windows)	S3G00107122	S3G00107123	Richardson	Domestic Industry	WITHDRAWN
303C	MSDN, DDS Texture Example (Windows)	S3G00107124	S3G00107125	Richardson	Domestic Industry	WITHDRAWN
304C	MSDN, DDS_HEADER Structure (Windows)	S3G00082328	S3G00082330	Richardson	Domestic Industry	WITHDRAWN
306	Simon Fenney Wikipedia contributions	S3G00107371	S3G00107372	Fenney	Infringement	WITHDRAWN
307C	Metadata for conception source code file	S3G00107373	S3G00107373	Richardson	Validity	WITHDRAWN
308C	Metadata for conception source code file	S3G00107374	S3G00107374	Richardson	Validity	WITHDRAWN
309C	Metadata for conception source code file	S3G00107375	S3G00107375	Richardson	Validity	WITHDRAWN
310C	Metadata for conception source code file	S3G00107376	S3G00107376	Richardson	Validity	WITHDRAWN
311C	Metadata for conception source code file	S3G00107377	S3G00107377	Richardson	Validity	WITHDRAWN
312C	Metadata for conception source code file	S3G00107378	S3G00107378	Richardson	Validity	WITHDRAWN
313C	Metadata for conception source code file	S3G00107379	S3G00107379	Richardson	Validity	WITHDRAWN
314C	Metadata for conception source code file	S3G00107380	S3G0010780	Richardson	Validity	WITHDRAWN
315C	Metadata for conception source code file	S3G00107381	S3G0010781	Richardson	Validity	WITHDRAWN
316C	S3 Graphics, Inc. Assets Acquired Information, 2007-2010	S3G00081106	S3G00081106	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
317C	S3 Graphics, Inc. Assets Acquired Information, 2005-2010	S3G00082302	S3G00082305	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
318C	Research and Development Services Agreement between S3 Graphics Co., Ltd. and S3 Graphics, Inc., 2007	S3G00080956	S3G00080965	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
319C	Research and Development Services Agreement between S3 Graphics Co., Ltd. and S3 Graphics, Inc., 2002	S3G00080966	S3G00080972	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
320C	S3 Graphics, Inc. Rent Details, 2007	S3G00107126	S3G00107139	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
321C	S3 Graphics, Inc. Rent Details, 2008	S3G00107140	S3G00107153	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
322C	S3 Graphics, Inc. Rent Details, 2009	S3G00107154	S3G00107167	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
323C	S3 Graphics, Inc. Rent Details, 2010	S3G00107168	S3G00107174	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
324C	S3 Graphics, Inc. License Revenue, 2001-2010	S3G00107175	S3G00107177	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
325C	S3TC Boosts Speed & Image Quality	S3G00008101	S3G00008101	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
326C	Letter from K. Weng (S3G) to Mr. Takeda (Nintendo), April 1, 2010	S3G00082127	S3G00082127	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
327C	S3 2000/4 Book 1	S3G00077337	S3G00077460	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
328C	S3 2000/4 Book 2	S3G00077461	S3G00077654	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
329C	S3 2000/4 Book 3	S3G00077655	S3G00077867	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
330C	S3 Book 1	S3G00077868	S3G00078076	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
331C	S3 Book 2	S3G00078077	S3G00078213	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
332C	S3 Book 3	S3G00078214	S3G00078389	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
333C	S3 Book 4	S3G00078390	S3G000-78566	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
334C	Joint Venture Agreement, S3 Incorporated, S3 Ventures, Ltd., and VIA Technologies, Inc.	S3G00078567	S3G00078637	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
335C	S3 Closing 1/4	S3G00078638	S3G00078756	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
336C	S3 Closing 2/4	S3G00078757	S3G00078873	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
337C	S3 Closing 3/4	S3G00078874	S3G00079018	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
338C	S3 Closing 4/4	S3G00079019	S3G00079104	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
339C	Apple Financial Document, iTunes Store Sales in USA, subset of 17,400 items	APPLES3G 00816384	APPLES3G 00817017	Schoettelkotte	Remedy	WITHDRAWN
340C	Apple Financial Document, U.S. App Sales, Launch to 12, September 2010	APPLES3G 00815182	APPLES3G 00815722	Schoettelkotte	Remedy	WITHDRAWN
341C	Apple Financial Document, U.S. Sales Data	APPLES3G 00815723	APPLES3G 00815728	Schoettelkotte	Remedy	ADMITTED 4/7/2011
342C	Apple Financial Document, iPhone Sales	APPLES3G 00813879	APPLES3G 00813891	Schoettelkotte	Remedy	ADMITTED 4/7/2011
343C	S3 Graphics Graphics IP Presentation	S3G00041563	S3G00041576	Schoettelkotte Weng	Remedy	WITHDRAWN
344C	S3 Graphics Server Market Growth (2004-2009) Presentation	S3G00041591	S3G00041604	Schoettelkotte Weng	Remedy	WITHDRAWN
345C	S3 Graphics Chrome Presentation, November 2006	S3G00041605	S3G00041641	Schoettelkotte Weng	Remedy	WITHDRAWN
346C	Contract Services Agreement, VIA & S3G	S3G00081022	S3G00081025	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
347C	Research and Development Services Agreement, VIA & S3G	S3G00081026	S3G00081035	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
348C	Destination 4 (Chrome 530 GPU) Marketing Requirements Document	S3G00041739	S3G00041754	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
349C	2000E GPU Marketing Requirements Document	S3G00041755	S3G00041808	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
350C	2300E Graphics Processor Register Specifications	S3G00029672	S3G00030016	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
351C	Chrome 20 Series Register Specifications	S3G00030362	S3G00030815	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
352C	RE070CE Customer Edition Register Specification	S3G00025993	S3G00025995	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
353C	Email and Attachment, Destination 3 (Chrome 430) Register Spec HTML Help File	S3G00045892	S3G000-45893	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
354C	Email and Attachment, Destination-3 (Chrome 430/440) Registers Internal Use Helpfile update	S3G00046838	S3G00046839	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
355C	Chrome 20 Series Hardware Reference Manual	S3G00033822	S3G00033915	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
356C	Chrome 400 Series Hardware Reference Manual	S3G00034159	S3G00034350	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
357C	Chrome 5000E Series Hardware Reference Manual	S3G00034351	S3G00034536	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
358C	Chrome 540 Reference Board Schematic	S3G00034601	S3G00034611	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
359C	Chrome 5400E Reference Board Schematic	S3G00034622	S3G00034629	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
360C	Chrome 430 Reference Board Schematic	S3G00034579	S3G00034588	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
361C	Engineering Release Note, S3 Graphics ComboChrome	S3G00035199	S3G00035341	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
362C	Engineering Release Note, S3 Graphics Chrome for PCIe Chrome 400/500 Series	S3G00035342	S3G00035378	Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
363C	Chrome 400 Series Reliability Test Report	S3G00035637	S3G00035638	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
364	Curriculum Vitae of W. Todd Schoettelkotte	S3G00200654	S3G00200654	Schoettelkotte	Expert Qualification	ADMITTED 4/7/2011
365	Schedule 2 - W. Todd Schoettelkotte, Documents Reviewed and Considered	S3G00200655	S3G00200655	Schoettelkotte	Domestic Industry	WITHDRAWN
366C	Schedule 3 - W. Todd Schoettelkotte, Summary of S3G's Domestic Industry Investments	S3G00200136	S3G00200136	Schoettelkotte	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
367C	Schedule 4 -W. Todd Schoettelkotte, Summary of S3G's Engineering, Research and Development, and Design Domestic Industry Investments	S3G00200137	S3G00200137	Schoettelkotte	Domestic Industry	WITHDRAWN
368C	Schedule 5 -W. Todd Schoettelkotte, Summary of S3G's Support and Repair Domestic Industry Investments	S3G00200138	S3G00200138	Schoettelkotte	Domestic Industry	WITHDRAWN
369C	Schedule 6 -W. Todd Schoettelkotte, Summary of S3G's Licensing Activity Domestic Industry Investments	S3G00200139	S3G00200139	Schoettelkotte	Domestic Industry	WITHDRAWN
370C	Schedule 7 -W. Todd Schoettelkotte, Equipment, Tools, Computers, Software and Leasehold Improvements Costs	S3G00200600	S3G00200600	Schoettelkotte	Domestic Industry	WITHDRAWN
371C	Schedule 8 -W. Todd Schoettelkotte, Summary of S3 Graphics, Inc. Employee Headcount	S3G00200140	S3G00200140	Schoettelkotte	Domestic Industry	WITHDRAWN
372C	Schedule 9 -W. Todd Schoettelkotte, Summary of S3G Patent License Agreements Involving Patents at Issue	S3G00200141	S3G00200141	Schoettelkotte	Domestic Industry	WITHDRAWN
373C	Schedule 2 to Rebuttal Expert Report of W. Todd Schoettelkotte, Documents Reviewed and Considered	S3G00200657	S3G00200658	Schoettelkotte	Remedy	WITHDRAWN
374C	Schedule 3 to Rebuttal Expert Report of W. Todd Schoettelkotte, Summary of S3G Patent License Agreements Involving Patents at Issue	S3G00200143	S3G00200143	Schoettelkotte	Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
375C	Schedule 4 to Rebuttal Expert Report of W. Todd Schoettelkotte, Revenue by Category of "Apps that May Use the Accused Technology" Compared to Revenue by Category of All Applications	S3G00200144	S3G00200145	Schoettelkotte	Remedy	WITHDRAWN
376C	Schedule 5 to Rebuttal Expert Report of W. Todd Schoettelkotte, Top 500 Applications Downloaded Compared to "Apps that May Use the Accused Technology"	S3G00200147	S3G00200157	Schoettelkotte	Remedy	WITHDRAWN
377C	Schedule 6 to Rebuttal Expert Report of W. Todd Schoettelkotte, Certain Documents Supporting the Use and Importance of the Technology at Issue	S3G00200159	S3G00200164	Schoettelkotte	Remedy	WITHDRAWN
378C	Schedule 7 to Rebuttal Expert Report of W. Todd Schoettelkotte, Alternative Products Available for Consumers	S3G00200166	S3G00200166	Schoettelkotte	Remedy	WITHDRAWN
379C	Schedule 8 to Rebuttal Expert Report of W. Todd Schoettelkotte, Summary of S3G's Engineering, Research and Development, and Design Domestic Industry Investments	S3G00200168	S3G00200168	Schoettelkotte	Remedy	WITHDRAWN
380C	Schedule 9 to Rebuttal Expert Report of W. Todd Schoettelkotte, Summary of S3G's Support and Repair Domestic Industry Investments	S3G00200170	S3G00200170	Schoettelkotte	Remedy	WITHDRAWN
381C	Schedule 10 to Rebuttal Expert Report of W. Todd Schoettelkotte, Summary of S3G's Licensing Activity Domestic Industry Investments	S3G00200172	S3G00200172	Schoettelkotte	Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
382C	Schedule 11 to Rebuttal Expert Report of W. Todd Schoettelkotte, Certain Apple Products Units Sold, Revenue, Costs and Gross Margin	S3G00200174	S3G00200174	Schoettelkotte	Remedy	WITHDRAWN
383	GeForce GT 120 (OEM Product dated 11/30/2010)	NVIDIA000023	NVIDIA000024	Hyman	Infringement	ADMITTED 4/7/2011
384	GeForce GT 320 dated 11/30/2010	NVIDIA000025	NVIDIA000026	Hyman	Infringement	ADMITTED 4/7/2011
385	Web page: The NVIDIA GeForce GT 330M GPU hits the sweet spot for mobile users dated 11/30/2010	NVIDIA000027	NVIDIA000028	Hyman	Infringement	ADMITTED 4/7/2011
386	GeForce 6 Tech Specs dated 11/2009/2010	NVIDIA000009	NVIDIA000011	Hyman	Infringement	ADMITTED 4/7/2011
387	GeForce Go 7 Series - Tech Specs dated 11/2009/2010	NVIDIA000016	NVIDIA000018	Hyman	Infringement	ADMITTED 4/7/2011
388	NVIDIA GeForce 7800 GPUs Specifications dated 11/2008/2010	NVIDIA000012	NVIDIA000013	Hyman	Infringement	ADMITTED 4/7/2011
389	NVIDIA GeForce 9400 mGPU dated 11/30/2010	NVIDIA000019	NVIDIA0000 20	Hyman	Infringement	ADMITTED 4/7/2011
390	NVIDIA GeForce 9600 GT dated 11/30/2010	NVIDIA000021	NVIDIA000022	Hyman	Infringement	ADMITTED 4/7/2011
392	http://www.techarena.on/news/1730-sony-license-tech-ppsp.htm	S3G00081131	S3G00081463	Schoettelkotte	Remedy	WITHDRAWN
397	Article "Graphics card for smooth gameplay"	S3G00081061	S3G00081062	Schoettelkotte Weng	Remedy	WITHDRAWN
398	Article "Chipset with nifty S3tc function"	S3G00081072	S3G00081073	Schoettelkotte Weng	Remedy	WITHDRAWN
399	"S3G Savage" description	S3G00081082	S3G00081085	Schoettelkotte Weng	Remedy	WITHDRAWN
400	Article "White Paper: S3TC Compression Technology"	S3G00081102	S3G00081104	Schoettelkotte Weng	Remedy	WITHDRAWN
407C	Email from M. Zhang dated 1/6/2009	S3G00042107	S3G00042108	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
408C	Email from A. Zhao dated 1/6/2009	S3G00042109	S3G00042116	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
409C	Email from M. Zhang dated 1/13/2009	S3G00042149	S3G00042150	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
410C	Email from S. Hua dated 1/14/2009	S3G00042151	S3G00042154	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
411C	Email from S. Hua dated 1/21/2009	S3G00042167	S3G00042171	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
412C	Email from A. Zhao dated 1/21/2009	S3G00042173	S3G00042179	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
413C	Email from D. Ling dated 1/30/2009	S3G00042184	S3G00042186	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
414C	Email from A. Zhao dated 2/20/2009	S3G00042194	S3G00042202	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
415C	Email from M. Zhang dated 3/3/2009	S3G00042256	S3G00042257	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
416C	Email from S. Hua dated 3/4/2009	S3G00042258	S3G00042263	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
417C	Email from A. Zhao dated 3/6/2009	S3G00042265	S3G00042276	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
418C	Email from C. Kang dated 5/17/2009	S3G00042535	S3G00042542	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
419C	Email from C. Kang dated 5/21/2009	S3G00042556	S3G00042564	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
420C	Email from S. Hua dated 5/21/2009	S3G00042568	S3G00042577	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
421C	Email from C. Kang dated 6/4/2009	S3G00042616	S3G00042625	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
422C	Email from S. Hua dated 6/25/2009	S3G00042803	S3G00042811	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
423C	Email from C. Kang dated 6/28/2009	S3G00042814	S3G00042823	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
425C	Email from S. Hua dated 9/3/2009	S3G00043127	S3G00043138	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
426C	Email from M. Zhang dated 9/16/2009	S3G00043156	S3G00043159	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
427C	Email from M. Zhang dated 10/22/2009	S3G00043280	S3G00043283	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
428C	Email from C. Kang dated 10/25/2009	S3G00043316	S3G00043328	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
429C	Email from C. Kang dated 11/22/2009	S3G00043537	S3G00043579	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
430C	Email from S. Hua dated 11/23/2009	S3G00043550	S3G00043562	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
431C	Email from C. Kang dated 12/17/2009	S3G00043745	S3G00043756	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
432C	Email from S. Hua dated 1/3/2010	S3G00043893	S3G00043905	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
433C	Email from M. Zhang dated 3/18/2010	S3G00044346	S3G00044350	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
434C	Email from M. Zhang dated 3/25/2010	S3G00044375	S3G00044379	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
435C	Email from S. Hua dated 6/3/2010	S3G00044880	S3G00044893	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
436C	Email from M. Zhang dated 6/3/2010	S3G00044894	S3G00044898	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
437C	Email from C. Kang dated 6/6/2010	S3G00044899	S3G00044913	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
438C	Email from C. Kang dated 6/20/2010	S3G00045020	S3G00045034	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
439C	Email from R. Au dated 1/26/2004	S3G00064958	S3G00064967	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
440C	Letter to S. Wan dated 7/12/2004	S3G00064968	S3G00064970	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
441C	Email from N. Mohammad dated 6/19/2005	S3G00065007	S3G00065007	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
442C	Letter to S. Wan dated 5/29/2003	S3G00065009	S3G00065025	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
443C	Email from R. Brown dated 7/25/2005	S3G00065026	S3G00065026	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
444C	Email from J. Tana dated 10/1/2009	S3G00065027	S3G00065027	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
445C	Email dated J. Tang 10/1/2009	S3G00065028	S3G00065029	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
446C	Email from M. Hong dated 1/26/2010	S3G00065030	S3G00065030	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
447C	Email from K. Weng dated 1/27/2010	S3G00065031	S3G00065032	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
448C	Email from K. Weng dated 4/12/2010	S3G00065428	S3G00065429	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
449C	Email from N. Mohammad dated 3/2011/2005	S3G00065466	S3G00065469	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
450C	Email from K. Weng dated 3/16/2005	S3G00065471	S3G00065471	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
451C	Email from N. Mohammad dated 3/17/2005	S3G00065472	S3G00065472	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
452C	Email from N. Mohammad dated 3/22/2005	S3G00065474	S3G00065475	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
453C	Email from N. Mohammad dated 4/5/2005	S3G00065479	S3G00065480	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
454C	Email from N. Mohammad dated 7/25/2005	S3G00065487	S3G00065487	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
455C	License Agreement Playstation3	S3G00065488	S3G00065501	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
456C	License Agreement Playstation3	S3G00065502	S3G00065513	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
457C	Email from N. Mohammad dated 6/25/2005	S3G00065514	S3G00065514	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
458C	Email from K. Weng dated 8/29/2005	S3G00065518	S3G00065518	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
459C	Email from N. Mohammad dated 5/12/2005	S3G00066905	S3G00066905	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
460C	Email from B. Tao dated 2/15/2008	S3G00066954	S3G00066955	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
461C	Email K. Weng dated 2/15/2005	S3G00066956	S3G00066957	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
462C	Email from B. Tao dated 2/15/2008	S3G00066958	S3G00066959	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
463C	Email K. Weng dated 2/28/2005	S3G00067210	S3G00067213	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
464C	Email from N. Mohammad dated 2/28/2005	S3G00067214	S3G00067218	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
465C	Email from J. Carrington dated 4/26/2005	S3G00067375	S3G00067378	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
466C	Email from J. Lee dated 11/23/2009	S3G00081487	S3G00081488	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
467C	Email from T. Paul dated 11/23/2009	S3G00081489	S3G00081490	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
468C	Email from B. Tao dated 12/3/2009	S3G00081491	S3G00081493	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
469C	Email from J. Story dated 12/2011/2009	S3G00081494	S3G00081495	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
470C	Email from J. Story dated 12/18/2009	S3G00081496	S3G00081497	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
471C	Email from J. Story dated 12/18/2009	S3G00081498	S3G00081500	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
472C	Email from J. Story dated 12/18/2009	S3G00081501	S3G00081501	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
473C	Email from J. Lee dated 12/20/2009	S3G00081502	S3G00081503	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
474C	Email from K. Weng dated 12/22/2009	S3G00081504	S3G00081505	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
475C	Email from J. Story dated 12/30/2009	S3G00081506	S3G00081508	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
476C	Email from J. Lee dated 12/30/2009	S3G00081509	S3G00081511	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
477C	Email from J. Lee dated 12/30/2009	S3G00081512	S3G00081515	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
478C	Email from J. Lee dated 12/31/2009	S3G00081516	S3G00081518	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
479C	Email from J. Story dated 12/31/2009	S3G00081519	S3G00081520	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
480C	Email from J. Lee dated 12/31/2009	S3G00081521	S3G00081522	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
481C	Email from J. Story dated 1/4/2010	S3G00081523	S3G00081523	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
482C	Email from J. Lee dated 1/4/2010	S3G00081524	S3G00081524	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
483C	Email from J. Lee dated 1/8/2010	S3G00081525	S3G00081526	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
484C	Email from K. Weng dated 1/13/2010	S3G00081527	S3G00081529	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
485C	Email from T. Paul dated 1/13/2010	S3G00081530	S3G00081535	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
486C	Email from G. Sato dated 1/20/2010	S3G00081536	S3G00081537	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
487C	Email from K. Weng dated 1/22/2010	S3G00081538	S3G00081540	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
488C	Email from K. Weng dated 1/24/2010	S3G00081541	S3G00081541	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
489C	Email from G. Sato dated 1/25/2010	S3G00081542	S3G00081542	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
490C	Email from K. Weng dated 1/25/2010	S3G00081543	S3G00081544	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
491C	Email from G. Sato dated 1/25/2010	S3G00081545	S3G00081545	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
492C	Email from J. Arndt dated 1/25/2010	S3G00081546	S3G00081546	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
493C	Email from K. Weng dated 2/1/2010	S3G00081547	S3G00081547	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
494C	Email from J. Lee dated 2/2/2010	S3G00081548	S3G00081548	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
495C	Email from K. Weng dated 2/8/2010	S3G00081587	S3G00081588	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
496C	Email from K. Weng dated 2/8/2010	S3G00081589	S3G00081590	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
497C	Email from K. Weng dated 2/8/2010	S3G00081591	S3G00081591	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
498C	Email from T. Paul dated 2/9/2010	S3G00081592	S3G00081607	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
499C	Email from K. Weng dated 2/9/2010	S3G00081608	S3G00081609	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
500C	Email from K. Weng dated 2/9/2010	S3G00081610	S3G00081611	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
501C	Email from G. Sato dated 2/9/2010	S3G00081612	S3G00081612	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
502C	Email from J. Story dated 2/10/2010	S3G00081613	S3G00081614	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
503C	Email from J. Arndt dated 2/10/2010	S3G00081615	S3G00081616	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
507	Article: Texture Compression Low-Frequency Signal Modulation	APPLES3G 00062188	APPLES3G 00062196	Bystrom Richardson Kan	Infringement	ADMITTED 4/7/2011
508C	E-mail re ARB/GL/ES	APPLES3G 00071836	APPLES3G 00071837	Bystrom Richardson Kan	Infringement	ADMITTED 4/7/2011
509	S3G Website: "About S3Graphics"- http://www.s3graphics.com/en/company/index.aspx	S3G00200659	S3G00200659	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
510	U.S. Patent No. 4,874,164	S3G00107320	S3G00107353	Richardson	Validity	ADMITTED 4/7/2011
511	Curriculum vitae of I. Richardson			Richardson	Expert Qualification	ADMITTED 3/30/2011
512C	S3TC DirectX 6.0 Standard Texture Compression	S3G00062474	S3G00062481	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
513C	RE070CE Customer Edition Register Specification Contents Pages for DID 6122	S3G00025993	S3G00026635	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
514C	RE068CE Customer Edition Register Specification Contents Pages for DIDs	S3G00026636	S3G00027481	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
515C	RE065CE Customer Edition Register Specification Contents Pages for DIDs	S3G00027482	S3G00028719	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
516C	RE070CE Customer Edition Register Specification Contents Pages for DID 6122	S3G00028720	S3G00029671	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
517C	2300E Graphics Processor Register Specifications (Customer Edition) RE066-A.0	S3G00029672	S3G00030016	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
518C	GammaChrome S18/XM1 (Metropolis) Register Specifications RE061-E.0	S3G00030816	S3G00031207	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
519C	"Manhattan" Register Specifications RE062-01 (Preliminary)	S3G00031208	S3G00031606	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
520C	DeltaChrome Register Specifications (RE059-E)	S3G00031607	S3G00031949	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
521C	AlphaChrome Chip Family Registers (Zoetrope/JV6/JV8) RE060-A	S3G00031950	S3G00032296	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
522C	Zeotrope Registers RE057-F	S3G00032297	S3G00032706	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
523C	ProSavage DDR Family Graphics/Video Registers RE058-A	S3G00032707	S3G00032960	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
524C	Warner Target Specification #D Engine Back End Preliminary PD091-103 Rev. 1.0	S3G00032961	S3G00033038	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
525C	Columbia: Cache Target Specification (Rev 1.2)	S3G00033039	S3G00033097	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
526C	Columbia Matrix: Texture Cache Target Specification (Rev 1.0)	S3G00033106	S3G00033155	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
527C	Columbia Matrix: Texture Cache Target Specification (Rev 1.0)	S3G00033156	S3G00033205	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
528C	Texture Cache and Filter Target Spec., Version No. 1.85	S3G00033206	S3G00033310	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
529C	Technical Spreadsheets	S3G00033319	S3G00033322	Richardson Weng	Domestic Industry	WITHDRAWN
529a-C	Technical Spreadsheets	S3G00033311	S3G00033314	Richardson Weng	Domestic Industry	WITHDRAWN
529b-C	Technical Spreadsheets	S3G00033315	S3G00033318	Richardson Weng	Domestic Industry	WITHDRAWN
530C	DeltaChrome Family Hardware Reference, DB059-J.1	S3G00033509	S3G00033655	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
531C	GammaChrome S18/XM18 (Metropolis) Hardware Reference, DB061-D.0	S3G00033656	S3G00033738	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
532C	Chrome 460 Series Hardware Reference Manual, DB064-A.0	S3G00033739	S3G00033821	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
533C	Chrome 20 Series Hardware Reference, DB063-1.0	S3G00033822	S3G00033915	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
534C	2300E/2300E+ Graphics Processor Hardware Reference, DB066-C.1	S3G00033916	S3G00033974	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
535C	4300E/E+ Graphics Processor Hardware Reference Manual, DB069-A.1	S3G00033975	S3G00034158	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
536C	Chrome 400 Series Hardware Reference Manual, DB065-D.3	S3G00034159	S3G00034350	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
537C	5000E Series Hardware Reference Manual, DB070-A.3	S3G00034351	S3G00034536	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
538C	2300E Block Diagrams	S3G00034537	S3G00034545	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
539C	Matrix PCIE Block Diagrams	S3G00034546	S3G00034558	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
540C	Matrix "Kentucky" PCI Express Block Diagrams	S3G00034559	S3G00034569	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
541C	Chrome 430 Desktop DDR2 PCIE Block Diagrams	S3G00034470	S3G00034578	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
542C	Chrome 430 Desktop DDR3 PCIE Block Diagrams	S3G00034579	S3G00034588	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
543C	S3G015A GDDR3 Embedded 4300E Block Diagrams	S3G00034589	S3G00034600	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
544C	Chrome 540 Desktop DDR3 PCIE Block Diagrams	S3G00034601	S3G00034611	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
546C	5400E DDR3 PCIE Block Diagrams	S3G00034622	S3G00034629	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011
547	S3G Website product pages	S3G00068486	S3G00068534	Richardson Weng	Domestic Industry	ADMITTED 3/30/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
548	Apple Website, MacBook product, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_mac/family/macbook?mco=MTM3NjU3MDM	S3G00201477	S3G00201479	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
549	Apple Website, MacBook Pro products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_mac/family/macbook_pro?mco=MTM3NjU5MzU	S3G00201480	S3G00201483	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
550	Apple Website, Mac Mini products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_mac/family/mac_mini?mco=MTQzMMDMxODY	S3G00201484	S3G00201487	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
551	Apple Website, iMac products, dated 2/28/2011, http://store.apple.com/us/browse/home/shop_mac/family/imac?mco=MTcyMTgwNTQ	S3G00201488	S3G00201491	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
552	Apple Website, Mac Pro products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_mac/family/mac_pro?mco=MTg5MTY5NDQ	S3G00201492	S3G00201495	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
553	Apple Website, iPad products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_ipad/family/ipad?mco=OTY2ODA0NQ	S3G00201496	S3G00201499	Richardson Bystrom	Infringement	WITHDRAWN
554	Apple Website, iPhone products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_iphone/family/iphone?mco=OTY2ODA2OQ	S3G00201500	S3G00201502	Bystrom Richardson	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
555	Apple Website, iPod Touch products, dated 2/28/2011 http://store.apple.com/us/browse/home/shop_ipod/family/ipod_touch?mco=MTM3NTEyOTc	S3G00201503	S3G00201506	Bystrom Richardson	Infringement	WITHDRAWN
556C	Deposition Designations of John Rosasco, 2/16/2011			Richardson Rosasco	Infringement	WITHDRAWN
557C	Deposition Designations of Jeremy Sandmel, 2/17/2011			Richardson Sandmel	Infringement	WITHDRAWN
558	Printout of Apple Store website at http://store.apple.com showing Mac Products	S3G00201507	S3G00201510	Richardson	Infringement	WITHDRAWN
559C	Deposition Designations of Jeremy Sandmel, 12/2/ 2010			Richardson Bystrom Sandmel	Infringement	WITHDRAWN
560	Printout of Apple Store website at http://store.apple.com showing MacBook Pro line	S3G00202811	S3G00202813	Richardson	Infringement	WITHDRAWN
561C	Deposition Designations of Ian Hendry, 2/18/2011			Hendry Richardson Bystrom	Infringement	WITHDRAWN
562C	Deposition Designations of Steven Spangler, 12/3/ 2010			Spangler Richardson Bystrom	Infringement	WITHDRAWN
563C	Power Point Presentation, "Plan of Record Review" (Hendry 7)	APPLES3G 00393805	APPLES3G 00393832	Richardson Hendry	Infringement	ADMITTED 4/7/2011
564C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01636	APPLES3G CODEDC01636	Richardson Rosasco Sandmel	Infringement	WITHDRAWN
565C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01637	APPLES3G CODEDC01679	Richardson Rosasco	Infringement	ADMITTED 4/4/2011
566C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01624	APPLES3G CODEDC01624	Richardson	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
567C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01625	APPLES3G CODEDC01635	Richardson	Infringement	ADMITTED 4/4/2011
568C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01681	APPLES3G CODEDC01688	Richardson	Infringement	WITHDRAWN
569C	Deposition Designations of Michael J. Toksvig, 2/16/2011, AM Session			Richardson Toksvig	Infringement	WITHDRAWN
570	U.S. Patent No. 7,385,611 to Toksvig, et al.	NVIDIA000031	NVIDIA000047	Richardson Toksvig	Infringement	WITHDRAWN
571C	Source Code Screen shot of File Structure [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01613	APPLES3G CODEDC01613	Rosasco Richardson	Infringement	WITHDRAWN
572C	E-mail re Adding S3TC support to TextureTool, dated 1/26/2010	APPLES3G 00841255	APPLES3G 00841256	Rosasco Richardson	Infringement	ADMITTED 4/7/2011
573C	E-mail re Adding S3TC support to TextureTool, dated 1/26/2010	APPLES3G013928 68	APPLES3G 01392868	Rosasco Richardson	Infringement	ADMITTED 4/7/2011
574C	E-mail re decompressing DXT1, dated 7/19/2010	APPLES3G 002242775	APPLES3G 02242776	Rosasco Richardson	Infringement	WITHDRAWN
575C	E-mail re decompressing DXT1, dated 7/19/2010	APPLES3G 02242777	APPLES3G 02242777	Rosasco Richardson	Infringement	WITHDRAWN
576C	E-mail re testing GLImage, dated 1/27/2010	APPLES3G022417 29	APPLES3G0224185 8	Rosasco Richardson	Infringement	WITHDRAWN
577C	Document beginning 6542092 108 Stand Alone Test Configuration, dated 2/13/2011	APPLES3G 02269727	APPLES3G 02269733	Rosasco Richardson	Infringement	ADMITTED 4/7/2011
578C	REDACTED	APPLES3G 00463370	APPLES3G 00463377	Rosasco Richardson	Infringement	WITHDRAWN
579C	REDACTED	APPLES3G 00841243	APPLES3G 00841251	Rosasco Richardson	Infringement	ADMITTED 4/7/2011
580C	E-mail re DXT news, dated 12/8/2009	APPLES3G 00558815	APPLES3G 00558815	Rosasco Richardson	Infringement	WITHDRAWN
581C	EXT_texture_compression_s3tc, dated 11/16/2001	S3G00066981	S3G0066989	Rosasco Richardson	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
582C	Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01680	APPLES3G CODEDC01680	Rosasco Richardson	Infringement	ADMITTED 4/7/2011
583C	E-mail re GL_EXT_texture_compression_dxt1 , dated 2/16/2010	APPLES3G 00926743	APPLES3G 00926744	Rosasco Richardson	Infringement	WITHDRAWN
584C	E-mail re 3D antialiasing, dated 1/7/2010	APPLES3G 00072248	APPLES3G 00072249	Rosasco Richardson	Infringement	WITHDRAWN
585C	E-mail re REDACTED dated 7/24/2008	APPLES3G 00393058	APPLES3G 00393061	Rosasco Richardson	Infringement	WITHDRAWN
586C	E-mail re branch name / release mapping page, dated 3/16/2004	APPLES3G 00186036	APPLES3G 00186036	Rosasco Richardson	Infringement	WITHDRAWN
587C	E-mail re CEI Ensign Visualization Performance Benchmarks on MacBook Pro, dated 11/2010/2006	APPLES3G 00186375	APPLES3G 00186377	Rosasco Richardson	Infringement	WITHDRAWN
588C	E-mail re CEI Ensign Visualization Performance Benchmarks on MacBook Pro, dated 11/16/2006	APPLES3G 00186392	APPLES3G 00186398	Rosasco Richardson	Infringement	WITHDRAWN
589C	Source Code - Objects and OpenGL Powerpoint presentation, dated 11/2010/2008 [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1731	APPLES3G CODEDC1755	Rosasco Richardson	Infringement	ADMITTED 4/4/2011
590C	Source Code - OpenGL Programming on Mac OS X, dated 12/14/2005 [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01756	APPLES3G CODEDC01800	Rosasco Richardson	Infringement	WITHDRAWN
591C	Source Code - information about REDACTED and REDACTED dated 2/23/2005 [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3GCODE DC1801	APPLES3G CODEDC01852	Rosasco Richardson	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
592C	Source Code - REDACTED function [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3GCODE DC01824	APPLES3G CODEDC01829	Rosasco Richardson	Infringement	WITHDRAWN
593C	Source Code - e-mail re: REDACTED dated 1/6/2010 [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC01852	APPLES3G CODEDC01852	Rosasco Richardson	Infringement	WITHDRAWN
594C	U.S. Provisional Patent Application for Configurable Runtime Pipeline Component Optimization	APPLES3G 00900316	APPLES3G 00900342	Rosasco Richardson	Infringement	WITHDRAWN
595C	E-mail re TexSumImage2D, dated 11/15/2006	APPLES3G 00954438	APPLES3G 00954439	Rosasco Richardson	Infringement	WITHDRAWN
596C	REDACTED	APPLES3G 02241809	APPLES3G 02241812	Rosasco Richardson	Infringement	WITHDRAWN
598C	3D Graphics Driver Guide	APPLES3G 00072445	APPLES3G 00072512	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
599C	Drawing of four components	S3G00201537	S3B00201537	Sandmel Richardson	Infringement	WITHDRAWN
600C	E-mail re REDACTED dated 1/29/2010	APPLES3G 00558348	APPLES3G 00558350	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
601C	E-mail re GL_texture_rectangle_s3tc textures, dated 5/31/2005	APPLES3G 00942664	APPLES3G 00942666	Sandmel Richardson	Infringement	WITHDRAWN
602C	E-mail re rough project list, dated 11/2/2009	APPLES3G 02242889	APPLES3G 02242893	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
603C	Source code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV0746	APPLES3G CODESV0776	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
604C	REDACTED dated 12/3/2008	APPLES3G 01055593	APPLES3G 01055629	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
605C	E-mail re Inclusion of sRGB textures in Open GL 2.1, dated 6/22/2006	APPLES3G 00718313	APPLES3G 00718317	Sandmel Richardson	Infringement	ADMITTED 4/7/2011
606	EXT_texture_compression_s3tc	NVIDIA000048	NVIDIA000058	Hendry Richardson	Infringement	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
607C	E-mail re graphics and audio organization update, dated 10/23/2009	APPLES3G 00785315	APPLES3G 00785316	Hendry Richardson	Infringement	ADMITTED 4/7/2011
608C	E-mail re GPU Programming Features 2013 and beyond, dated 3/9/2010	APPLES3G 00809796	APPLES3G 00809798	Hendry Richardson	Infringement	ADMITTED 4/7/2011
609	Apple Website "Which Mac is right for you?" dated 2/18/2011	S3G00201538	S3G00201539	Hendry Richardson	Infringement	ADMITTED 4/7/2011
610	Apple Website, "MacBook Pro" dated 2/18/2011	S3G00201540	S3G00201543	Hendry Richardson	Infringement	ADMITTED 4/7/2011
611	BLP Files WoWWiki, dated 2/18/2011	S3G00201544	S3G00201545	Hendry Richardson	Infringement	WITHDRAWN
612	Apple Website, "MacBook Pro: How to set graphics performance"	S3G00201546	S3G00201547	Hendry Richardson	Infringement	ADMITTED 4/7/2011
613C	E-mail re Graphics Working Group Meeting Summary, dated 8/20/2009	APPLES3G 00225194	APPLES3G 00225197	Hendry Richardson	Infringement	ADMITTED 4/7/2011
614C	Source Code - E-mail re DRV nVIDIA Commit [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV0157	APPLES3G CODESV0162	Hendry Richardson	Infringement	WITHDRAWN
615C	Source Code - REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODESV0777	APPLES3G CODESV0954	Hendry Richardson	Infringement	WITHDRAWN
616C	NVIDIA Technical Manual and Data Sheet SC15 Wireless Media Processor	APPLES3G 02237660	APPLES3G 02238476	Hendry Richardson	Infringement	WITHDRAWN
617C	Nv17M Data Sheet Advance Information	APPLES3G 02273073	APPLES3G 02273167	Hendry Richardson	Infringement	WITHDRAWN
618C	Overall ^{REDACTED} Preliminary Performance	APPLES3G 00420929	APPLES3G 00420929	Hendry Richardson	Infringement	ADMITTED 4/7/2011
619	Apple Website, "The Not-So-Bare Essentials", dated 2/18/2011	S3G00201548	S3G00201552	Hendry Richardson	Infringement	ADMITTED 4/7/2011
620C	E-mail re GL_compressed_RGBA_S3TC_DX T5_EXT dated 11/9/2004	APPLES3G 02274077	APPLES3G 02274078	Hendry Richardson	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
621C	E-mail re using compressed textures, dated 5/16/2004	APPLES3G 02274064	APPLES3G 02274064	Hendry Richardson	Infringement	WITHDRAWN
622C	E-mail re texture compression, dated 2/26/2004	APPLES3G 02274054	APPLES3G 02274054	Hendry Richardson	Infringement	ADMITTED 4/7/2011
623C	E-mail re texture compression, dated 2/26/2004	APPLES3G 02275053	APPLES3G 02275053	Hendry Richardson	Infringement	ADMITTED 4/7/2011
624C	E-mail re Intel/Nvidia problems, dated 4/6/2008	APPLES3G 00409519	APPLES3G 00409521	Hendry Richardson	Infringement	ADMITTED 4/7/2011
625C	Excerpts from Direct3D 10.0 Functional Specification	NVIDIA000059	NVIDIA000074	Toksvig Richardson	Infringement	ADMITTED 4/4/2011
626	EXT_texture_compression	NVIDIA000048	NVIDIA000058	Toksvig Richardson	Infringement	WITHDRAWN
627C	TBE Design Review	S3G00033098	S3G00033105	Weng Richardson	Domestic Industry	WITHDRAWN
632C	Chrome 20 Series (Matrix) Register Specifications RE063-F.1	S3G00030362	S3G00030815	Weng Richardson	Domestic Industry	WITHDRAWN
633	Patent Assignment from SonicBlue to S3 Graphics Co., Ltd., Nov. 16, 2006	S3G00001149	S3G00001159	Weng	Infringement	ADMITTED 3/30/2011
634	Complainants' Notice of Deposition of Respondent Apple, Inc	S3G00201553	S3G00201578	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
635C	Joint Stipulation Regarding Importation	S3G00200661	S3G00200667	Non-controversial	Importation Remedy	WITHDRAWN
636C	Apple's Objections and Responses to S3G's First Set of Interrogatories, July 30, 2010	S3G00200668	S3G00200750	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
637C	Apple's First Supplemental Objections and Responses to S3G's First Set of Interrogatories, November 16, 2010	S3G00200751	S3G00200819	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
638C	Apple's Second Supplemental Objections and Responses to S3G's First Set of Interrogatories, November 23, 2010	S3G00200820	S3G00201042	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
639C	Apple's Third Supplemental Objections and Responses to S3G's First Set of Interrogatories, November 30, 2010	S3G00201043	S3G00201073	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
640C	Apple's Objections and Responses to S3G's Second Set of Interrogatories, December 1, 2010	S3G00201074	S3G00201147	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
641C	Apple's Supplemental Objections and Responses to S3G's Second Set of Interrogatories, January 24, 2010	S3G00201148	S3G00201236	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
642C	Apple's Fourth Supplemental Objections and Responses to S3G's First Set of Interrogatories, February 14, 2011	S3G00201237	S3G00201271	Apple Witnesses	Infringement Validity Remedy	WITHDRAWN
643	Curriculum Vitae of Andrew Lippman	S3G00201579	S3G00201599	Lippman	Expert Qualification	ADMITTED 4/7/2011
644C	Appendix A to M. Bystrom's initial infringement report (dated December 9, 2010)-Identification of Imagination PowerVR Graphics Cores in the Accused Products	S3G00201272	S3G00201273	Bystrom	Infringement	WITHDRAWN
645C	Appendix B to M. Bystrom's initial infringement report (dated December 9, 2010)- PVRTC infringement claim charts	S3G00201274	S3G00201302	Bystrom	Infringement	WITHDRAWN
646C	Appendix C to M. Bystrom's initial infringement report (dated December 9, 2010)- PVRTC infringement claim charts	S3G00201303	S3G00201378	Bystrom	Infringement	WITHDRAWN
647C	Appendix D to M. Bystrom's initial infringement report (dated December 9, 2010)- PVRTC infringement claim charts	S3G00201379	S3G00201406	Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
648C	Appendix E to M. Bystrom's initial infringement report (dated December 9, 2010)- PVRTC infringement claim charts	S3G00201407	S3G00201465	Bystrom	Infringement	WITHDRAWN
649C	S3 Graphics Co., Ltd. and S3 Graphics, Inc. License Agreement	S3G00068561	S3G00068562	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
650C	Aggregation of S3G Production Documents Demonstrating Domestic Industry Activities			Schoettelkotte Weng	Domestic Industry	WITHDRAWN
651	"Apple, Inc. F2Q09 (Qtr End 03/28/2009) Earnings Call Transcript"	S3G00201600	S3G00201616	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
652	"iPhone Keeps Mobile Gaming Growing", InformationWeek, February 2009	S3G00201617	S3G00201619	Schoettelkotte	Domestic Industry Remedy	ADMITTED 4/7/2011
653	"Microsoft Licenses 3-D Graphics Technology From S3 Incorporated" PR Newswire, March 24, 1998	S3G00201620	S3G00201621	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
654	"Nintendo Signs S3TC Technology License Agreement with S3 Graphics", S3 Graphics News Release, dated April 26, 2010	S3G00068485	S3G00068485	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
655	"Steve Jobs on Amazon and Ice Cream", New York Times, September 9, 2009	S3G00201622	S3G00201637	Schoettelkotte	Domestic Industry Remedy	ADMITTED 4/7/2011
656	"Supply Chain for iPhone Highlights Costs in China", The New York Times, July 5, 2010	S3G00201638	S3G00201643	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
657	"The meaning of Xbox.", The Economist, November 26, 2005	S3G00201644	S3G00201645	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
658	Apple F4Q08 (Qtr End 9/27/2008) Earnings Call Transcript	S3G00201646	S3G00201662	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
659	Apple, Inc, SEC Form 10-K Filing, for the fiscal year ended September 25, 2010	S3G00201663	S3G00201780	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
660	Apple's CEO Discusses F4Q10 Results - Earnings Call Transcript	S3G00201781	S3G00201795	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
661	http://finance.yahoo.com "Apple And Google Will Win The Smartphone Wars, Says Altucher - Blackberry Is Toast"	S3G00201796	S3G00201796	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
662	Microsoft Corporation Form 10-K for the fiscal year ended June 30, 2010	S3G00201797	S3G00201949	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
663	Sony Corporation Form 20-F for the fiscal year ended March 31, 2010	S3G00201950	S3G00202199	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
664	www.appleinsider.com "Carmack: iPhone more powerful than Nintendo DS, PSP combined"	S3G00202200	S3G00202202	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
665	www.consumerreports.org "Tablet Ratings"	S3G00202203	S3G00202204	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
666	www.consumerreports.org "Laptop Ratings & Reliability"	S3G00202205	S3G00202208	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
667	www.consumerreports.org "MP3 player Ratings"	S3G00202209	S3G00202212	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
668	www.consumerreports.org "Smart phone Ratings"	S3G00202213	S3G00202215	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
669	www.factiva.com "Via Technologies, Inc. - History" October 13, 2010	S3G00202216	S3G00202216	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
670	www.microsoft.com "DirectX 9.0 Features Revolutionary High-Level Shader Language" January 22, 2003	S3G00202217	S3G00202218	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
671	www.microsoft.com "Microsoft Showcases DirectX at GDC 2001" March 20, 2001	S3G00202219	S3G00202220	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
672	www.s3graphics.com "S3 Graphics DirectX 10 Architecture for Chrome 400 Series Discrete Graphics Processors"	S3G00202221	S3G00202239	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
673	www.s3graphics.com "Technologies - DirectX"	S3G00068560	S3G00068560	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
674	www.vgchartz.com "2010 Year on Year Sales and Market Share Update to December 18th"	S3G00202240	S3G00202241	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
675	www.via.com "S3 Graphics Licenses Performance Enhancing S3TC Technology to Creative" March 15, 2004	S3G00202242	S3G00202242	Schoettelkotte	Domestic Industry Remedy	WITHDRAWN
677C	Deposition Designations of Frank Casanova dated 11/16/2010			Casanova Schoettelkotte Richardson	Remedy Validity	WITHDRAWN
678C	Deposition Designations of Richard Domingo (nVidia) dated 1/14/2011			Domingo	Rebut Affirmative Defenses	WITHDRAWN
679C	Deposition Designations of Robert Drebin dated 11/19/2010			Bystrom Richardson Drebin	Infringement Validity	WITHDRAWN
680C	Deposition Designations of Simon Fenney dated 12/2/2010			Bystrom Richardson Fenney	Infringement Validity	WITHDRAWN
681C	Deposition Designations of C.K. Haun dated 1/25/2011.			Bystrom Richardson Haun	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
683C	Deposition Designations of Richard Hyman (nVidia) dated 1/13/2011			Bystrom Richardson Hyman	Infringement	WITHDRAWN
684C	Deposition Designations of Alex Kan dated 11/17/2010			Bystrom Richardson Kan	Infringement	WITHDRAWN
685C	Deposition Designations of Evan McMahon (Veiled Games) dated 12/28/2010			Bystrom Richardson McMahon	Infringement Validity	WITHDRAWN
686C	Deposition Designations of John Metcalfe (Imagination) dated 12/2/2010			Bystrom Richardson Schoettelkotte Metcalfe	Infringement Remedy Validity	WITHDRAWN
687C	Deposition Designations of Todd Oseth (Intermap) dated 12/21/2010			Bystrom Richardson Oseth	Infringement Validity	WITHDRAWN
688C	Deposition Designations of Jeffrey Wright (Veiled Games) dated 12/28/2010			Bystrom Richardson Wright	Infringement Validity	WITHDRAWN
691C	Email from Cynthia Tu 02-12-2008	S3G00025446	S3G00025446	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
692C	S3 Graphics Project Initiation Form	S3G00025447	S3G00025451	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
693C	Email from Cynthia Tu 04-04-2008	S3G00025452	S3G00025452	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
694C	S3 Graphics Test Plan	S3G00025453	S3G00025454	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
695C	Email from Cynthia Tu 04-22-2008	S3G00025455	S3G00025455	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
696C	Email from Cynthia Tu 04-11-2008	S3G00025456	S3G00025456	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
697C	S3 Graphics Tape Out Check List	S3G00025457	S3G00025459	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
698C	S3 Graphics Tape Out Check List	S3G00025460	S3G00025462	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
699C	Email from Cynthia Tu 04-22-2008	S3G00025463	S3G00025463	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
700C	Email from Cynthia Tu 04-11-2008	S3G00025464	S3G00025464	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
701C	S3 Graphics Tape Out Request Sheet	S3G00025465	S3G00025465	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
702C	S3 Graphics Tape Out Request Sheet	S3G00025466	S3G00025466	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
703C	Email from Cynthia Tu 04-22-2008	S3G00025467	S3G00025467	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
704C	Email from Cynthia Tu 04-11-2008	S3G00025468	S3G00025468	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
705C	S3 Graphics Package Subcontract Spec Form	S3G00025469	S3G00025469	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
706C	S3 Graphics Package Subcontract Spec Form	S3G00025470	S3G00025470	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
707C	Email from Cynthia Tu 04-24-2008	S3G00025471	S3G00025471	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
708C	Email from Cynthia Tu 04-11-2008	S3G00025472	S3G00025472	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
709C	S3 Graphics CAD Data Base MT Information	S3G00025473	S3G00025474	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
710C	S3 Graphics CAD Data Base MT Information	S3G00025475	S3G00025476	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
711C	Email from Kiyoshi Izumi 04-23-2008	S3G00025477	S3G00025478	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
712C	Email from Cynthia Tu 04-28-2008	S3G00025479	S3G00025479	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
713C	Email from Cynthia Tu 04-11-2008	S3G00025480	S3G00025480	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
714C	S3 Graphics Foundry Subcontract Spec Form	S3G00025481	S3G00025481	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
715C	S3 Graphics Foundry Subcontract Spec Form	S3G00025482	S3G00025483	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
716C	Email from Kiyoshi Izumi 04-23-2008	S3G00025484	S3G00025485	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
717C	Email from Cynthia Tu 05-02-2008	S3G00025486	S3G00025486	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
718C	S3 Graphics Specification Review Form	S3G00025487	S3G00025488	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
719C	Email from Cynthia Tu 05-02-2008	S3G00025489	S3G00025489	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
720C	S3 Graphics Design Cell Request form	S3G00025490	S3G00025490	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
721C	Email from Cynthia Tu 05-02-2008	S3G00025491	S3G00025491	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
722C	S3 Graphics Design Review Form	S3G00025492	S3G00025493	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
723C	Email from Cynthia Tu 05-02-2008	S3G00025494	S3G00025494	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
724C	S3 Graphics Signoff Checklist	S3G00025495	S3G00025498	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
725C	Email from Cynthia Tu 05-02-2008	S3G00025499	S3G00025499	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
726C	S3 Graphics COT Signoff Sheet	S3G00025500	S3G00025503	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
727C	Email from Cynthia Tu 09-22-2008	S3G00025504	S3G00025504	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
728C	S3 Graphics BIOS Development Guide Format Form	S3G00025505	S3G00025505	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
729C	S3 Graphics Video BIOS External Interface Specification for Chrome 400/500 Series	S3G00025506	S3G00025548	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
730C	Email from Cynthia Tu 09-23-2008	S3G00025549	S3G00025549	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
731C	Email from Cynthia Tu 09-18-2008	S3G00025550	S3G00025550	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
732C	S3 Graphics BIOS Release Note Form	S3G00025551	S3G00025551	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
733C	Email from Cynthia Tu 10-29-2008	S3G00025552	S3G00025552	Schoettelkotte Weng	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
734C	S3 Graphics Approval Report - Test Report	S3G00025553	S3G00025553	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
735C	S3 Graphics BIOS Audit Checklist	S3G00025554	S3G00025571	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
736C	Email from Cynthia Tu 07-24-2009	S3G00025572	S3G00025572	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
737C	S3 Graphics System Validation Approval Checklist	S3G00025573	S3G00025573	Schoettelkotte Weng	Domestic Industry	WITHDRAWN
738	TechArena. http://www.techarena.in/news/1730-sony-licenses-tech-psp.htm	S3G00081131	S3G00081132	Schoettelkotte	Remedy	WITHDRAWN
739	HighBeam Research. http://www.highbeam.com/doc/1G1-20863033.html	S3G00081133	S3G00081135	Schoettelkotte	Remedy	WITHDRAWN
740	HighBeam Research . http://www.highbeam.com/doc/1G1-21058082.html	S3G00081136	S3G00081138	Schoettelkotte	Remedy	WITHDRAWN
741	HighBeam Research . http://www.highbeam.com/doc/1G1-54893457.html	S3G00081139	S3G00081141	Schoettelkotte	Remedy	WITHDRAWN
742	HighBeam Research . http://www.highbeam.com/doc/1G1-55341731.html	S3G00081142	S3G00081145	Schoettelkotte	Remedy	WITHDRAWN
743	AnandTech. http://www.anandtech.com/show/291/23	S3G00081146	S3G00081147	Schoettelkotte	Remedy	WITHDRAWN
744	Real -Time DXT Compression - J.M.P. van Waveren 05-20-2006	S3G00081148	S3G00081190	Schoettelkotte	Remedy	WITHDRAWN
745	Textures. http://www.opentk.com/book/export/html/542 .	S3G00081191	S3G00081193	Schoettelkotte	Remedy	WITHDRAWN
746	Article: "A Brief Summary of Image File Formats." http://www.ogre3d.org/tikiwiki/A+Brief+Summary+of+Image+File+Formats .	S3G00081194	S3G00081199	Schoettelkotte	Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
747	Article: "S3 Texture Compression Licensed By Microsoft for DirectX 6.0." Computergram International. March 25, 1998.	S3G00081200	S3G00081202	Schoettelkotte	Remedy	WITHDRAWN
748	Article: "A-Trend ATC3970A Savage S4 Graphic Card." August 14, 1999.	S3G00081203	S3G00081205	Schoettelkotte	Remedy	WITHDRAWN
749	Direct3D. http://www.citizendia.org/Direct3D .	S3G00081206	S3G00081217	Schoettelkotte	Remedy	WITHDRAWN
750	Article "What is Direct3D?" http://bugclub.org/beginners/multimedia/Direct3D.html .	S3G00081218	S3G00081218	Schoettelkotte	Remedy	WITHDRAWN
751	Blythe, David. "The Direct3D 10 System." Microsoft Corporation. 2006.	S3G00081219	S3G00081229	Schoettelkotte	Remedy	WITHDRAWN
752	Article: "DirectX 6.0 Goes Ballistic With Multiple New Features and Much Faster Code." MSDN. January 1999.	S3G00081230	S3G00081250	Schoettelkotte	Remedy	WITHDRAWN
753	DirectX Texture Compression 5. http://developer.valvesoftware.com/wiki/DirectX_Texture_compression_5 .	S3G00081251	S3G00081251	Schoettelkotte	Remedy	WITHDRAWN
754	Krause, Philipp. "FTC: Floating Precision Texture Compression." February 26, 2009.	S3G00081252	S3G00081344	Schoettelkotte	Remedy	WITHDRAWN
755	Banerie, Francesco, et. al. "A GPU-Friendly Method for High Dynamic Range Texture Compression Using Inverse Tone Mapping."	S3G00081345	S3G00081352	Schoettelkotte	Remedy	WITHDRAWN
756	Alexandersson, Oskar, et. al. "Compressing Dynamically Generated Textures on the GPU."	S3G00081353	S3G00081353	Schoettelkotte	Remedy	WITHDRAWN
757	Hercules Terminator Series. November 14, 2010.	S3G00081354	S3G00081362	Schoettelkotte	Remedy	

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
758	Article: "Hercules Terminator Beast Super Charged HotHardware.com." December 15, 2001.	S3G00081363	S3G00081368	Schoettelkotte	Remedy	WITHDRAWN
759	Pereberin, Anton V. "Hierarchical Approach for Texture Compression." http://cgg-journal.com/2000-3/04/index.htm .	S3G00081369	S3G00081376	Schoettelkotte	Remedy	WITHDRAWN
760	Hexus: S3 Graphics. http://www.hexus.net/content/item.php?item=12397 .	S3G00081377	S3G00081379	Schoettelkotte	Remedy	WITHDRAWN
761	Ivanov, Denis V., et. al. "Color Distribution for Compression of Textural Data." Mathematics Department, Moscow State University. 2000.	S3G00081380	S3G00081386	Schoettelkotte	Remedy	WITHDRAWN
762	Article: "Texture Limitations." 3DGaming. Version 1.5. November 23, 1998.	S3G00081387	S3G00081390	Schoettelkotte	Remedy	WITHDRAWN
763	Article: "New 3D Chips - Banshee, G200, RIVA TNT and Savage3D." Tom's Hardware. August 18, 1998.	S3G00081391	S3G00081392	Schoettelkotte	Remedy	WITHDRAWN
764	Article: "Nintendo Signs S3TC Technology License Agreement with S3 Graphics." http://www.bit-tech.net/news/industry/2010/04/27/nintendo-signs-s3tc-technology-agre.1 .	S3G00081393	S3G00081395	Schoettelkotte	Remedy	WITHDRAWN
765	Pereberin, Anton V. "Hierarchical Approach for Texture Compression." M.V. Keldysh Institute of Applied Mathematics RAS. 1999.	S3G00081396	S3G00081400	Schoettelkotte	Remedy	WITHDRAWN
766	Article: "Playstation Portable to use S3 Graphics Tech." The Inquirer. August 31, 2004.	S3G00081401	S3G00081403	Schoettelkotte	Remedy	WITHDRAWN
767	Article: "S3TC: How and Why." Red Nemesis.	S3G00081404	S3G00081405	Schoettelkotte	Remedy	WITHDRAWN
768	S3 Company Description.	S3G00081406	S3G00081407	Schoettelkotte	Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
769	Article: "S3 Graphics Launches Chrome 400 Series - DirectX 10.1 and HD Support for Under \$60." ZDNet.	S3G00081408	S3G00081411	Schoettelkotte	Remedy	WITHDRAWN
770	S3TC with DRI drivers.	S3G00081412	S3G00081413	Schoettelkotte	Remedy	WITHDRAWN
771	EXT_texture_compression_s3tc.	S3G00081414	S3G00081421	Schoettelkotte	Remedy	WITHDRAWN
772	Krause, Philipp. "Texture Compression." November 24, 2007.	S3G00081422	S3G00081433	Schoettelkotte	Remedy	WITHDRAWN
773	EXT_texture_compression_dx11	S3G00081434	S3G00081439	Schoettelkotte	Remedy	WITHDRAWN
774	Article: "The Ultimate Gamecube FAQ." IGN. July 10, 2001.	S3G00081440	S3G00081461	Schoettelkotte	Remedy	WITHDRAWN
775	Article: "White Paper: S3TC Compression Technology." Computerweekly.com. October 25, 1990.	S3G00081462	S3G00081463	Schoettelkotte	Remedy	WITHDRAWN
776C	Unix-source/D3/top/destination.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-501563	S3G-SC-501838	Richardson	Domestic Industry	WITHDRAWN
777C	Unix-source/D4/top/destination.v, [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-501839	S3G-SC-502112	Richardson	Domestic Industry	WITHDRAWN
778C	Unix-source/D3/TFU/tfu_tpf_retrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502113	S3G-SC-502118	Richardson	Domestic Industry	WITHDRAWN
779C	Unix-source/D4/TFU/tfu_tpf_retrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502119	S3G-SC-502124	Richardson	Domestic Industry	WITHDRAWN
780C	Unix-source2/D3/TCC/tcc_l2tpf_ff.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502125	S3G-SC-502131	Richardson	Domestic Industry	WITHDRAWN
781C	Unix-source2/D3/TCC/tcc_tpf_ctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502132-	S3G-SC-502134	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
782C	Unix-source2/D3/TCC/tcc_tag2la_wp.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502135	S3G-SC-502154	Richardson	Domestic Industry	WITHDRAWN
783C	Unix-source2/D3/TCC/tcc_tag2la.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502155	S3G-SC-502194	Richardson	Domestic Industry	ADMITTED 4/4/2011
784C	Unix-source2/D3/TCC/tcc_common.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502195	S3G-SC-502202	Richardson	Domestic Industry	WITHDRAWN
785C	Unix-source2/D3/TCC/tcc.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502203	S3G-SC-502209	Richardson	Domestic Industry	WITHDRAWN
786C	Unix-source2/D4/TCC/tcc_l2tpf_ff.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502210	S3G-SC-502216	Richardson	Domestic Industry	WITHDRAWN
787C	Unix-source2/D4/TCC/tcc_tpf_ctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502217	S3G-SC-502219	Richardson	Domestic Industry	WITHDRAWN
788C	Unix-source2/D4/TCC/tcc_tag2la_wp.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502220	S3G-SC-502237	Richardson	Domestic Industry	WITHDRAWN
789C	Unix-source2/D4/TCC/tcc_tag2la.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502238	S3G-SC-502276	Richardson	Domestic Industry	ADMITTED 4/4/2011
790C	Unix-source2/D4/TCC/tcc_common.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502277	S3G-SC-502284	Richardson	Domestic Industry	WITHDRAWN
791C	Unix-source2/D4/TCC/tcc.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502285	S3G-SC-502291	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
792C	Unix-Source/D3/TFU/TFU.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502292	S3G-SC-502299	Richardson	Domestic Industry	ADMITTED 4/4/2011
793C	Unix-Source/D4/TFU/TFU.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502300	S3G-SC-502307	Richardson	Domestic Industry	ADMITTED 4/4/2011
794C	Unix-Source/D3/TFU/tfu_txrd_ctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502308	S3G-SC-502319	Richardson	Domestic Industry	WITHDRAWN
795C	Unix-Source/D4/TFU/tfu_txrd_ctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502320	S3G-SC-502331	Richardson	Domestic Industry	WITHDRAWN
796C	Unix-Source/D3/TFU/tfu_common_mega.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502332	S3G-SC-502341	Richardson	Domestic Industry	ADMITTED 4/4/2011
797C	Unix-Source/D4/TFU/tfu_common_mega.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502342	S3G-SC-502351	Richardson	Domestic Industry	ADMITTED 4/4/2011
798C	Unix-Source/D3/TFU/tfu_tff_decoder.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502352	S3G-SC-502375	Richardson	Domestic Industry	WITHDRAWN
799C	Unix-Source/D4/TFU/tfu_tff_decoder.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502376	S3G-SC-502399	Richardson	Domestic Industry	WITHDRAWN
800C	Unix-Source/D3/TFU/tfu_decompress.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502400	S3G-SC-502407	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
801C	Unix-Source/D4/TFU/tfu_decompress.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502408	S3G-SC-502415	Richardson	Domestic Industry	WITHDRAWN
802C	Unix-Source/D3/TFU/tfu_bc_decom.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502416	S3G-SC-502421	Richardson	Domestic Industry	ADMITTED 4/4/2011
803C	Unix-Source/D4/TFU/tfu_bc_decom.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502422	S3G-SC-502427	Richardson	Domestic Industry	ADMITTED 4/4/2011
804C	Unix-Source/Matrix/top/MATRIX.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502428	S3G-SC-502498	Richardson	Domestic Industry	WITHDRAWN
805C	Unix-Source/Matrix/top/TBE.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502799	S3G-SC-502812	Richardson	Domestic Industry	ADMITTED 4/4/2011
806C	Unix-Source/Matrix/TBE/tbe_tx_path.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502813	S3G-SC-502839	Richardson	Domestic Industry	ADMITTED 4/4/2011
807C	Unix-Source/Matrix/TBE/dfx4.mcl [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502840	S3G-SC-502861	Richardson	Domestic Industry	ADMITTED 4/4/2011
808C	Unix-Source/Matrix/TBE/tbe_bmux.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502862	S3G-SC-502898	Richardson	Domestic Industry	WITHDRAWN
809C	Unix-Source/Matrix/TBE/tbe_tag2la_eq.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502899	S3G-SC-502918	Richardson	Domestic Industry	ADMITTED 4/4/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
810C	Unix-Source2/Matrix/TFE/tfe_top.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502919	S3G-SC-502928	Richardson	Domestic Industry	ADMITTED 4/4/2011
811C	Unix-Source2/Matrix/TFE/tfe_txreg.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502929	S3G-SC-502947	Richardson	Domestic Industry	WITHDRAWN
812C	Unix-Source/Matrix/TBE/tbe_pffrdctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502948	S3G-SC-502967	Richardson	Domestic Industry	WITHDRAWN
813C	Unix-Source/Matrix/TBE/tbe_txrd_ctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502968	S3G-SC-502973	Richardson	Domestic Industry	WITHDRAWN
814C	Unix-Source/Matrix/TBE/tbe_rqff.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502974	S3G-SC-502978	Richardson	Domestic Industry	WITHDRAWN
815C	Unix-Source/Matrix/top/PS_MIU.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-502979	S3G-SC-503026	Richardson	Domestic Industry	WITHDRAWN
816C	Unix-Source/Matrix/miu/miu.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503027	S3G-SC-503078	Richardson	Domestic Industry	WITHDRAWN
817C	Unix-Source/Matrix/miu/miugate.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503079	S3G-SC-503130	Richardson	Domestic Industry	WITHDRAWN
818C	Unix-Source/Matrix/miu/miucore.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503131	S3G-SC-503150	Richardson	Domestic Industry	WITHDRAWN
819C	Unix-Source/Matrix/miu/maddr.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503151	S3G-SC-503168	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
820C	Unix-Source/Matrix/TBE/tbe_rdctrl.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503169	S3G-SC-503210	Richardson	Domestic Industry	WITHDRAWN
821C	Unix-Source/Matrix/TBE/tbe_rtile.v [Retained by Counsel Pursuant to Source Code Stipulation]	S3G-SC-503211	S3G-SC-503217	Richardson	Domestic Industry	WITHDRAWN
822C	Exhibit 1 to 2/17/2010 Supplemental Expert Report of I. Richardson regarding Domestic Industry	S3G00202840	S3G00202841	Richardson	Domestic Industry	WITHDRAWN
823C	Exhibit 2 to 2/17/2010 Supplemental Expert Report of I. Richardson regarding Domestic Industry	S3G00202842	S3G00202843	Richardson	Domestic Industry	WITHDRAWN
824C	Exhibit 3 to 2/17/2010 Supplemental Expert Report of I. Richardson regarding Domestic Industry	S3G00202844	S3G00202846	Richardson	Domestic Industry	WITHDRAWN
825C	Exhibit 4 to 2/17/2010 Supplemental Expert Report of I. Richardson regarding Domestic Industry	S3G00202847	S3G00202849	Richardson	Domestic Industry	WITHDRAWN
827	US Patent Publication 2009 0263041 (from Microsoft)	S3G00202850	S3G00202862	Richardson	Infringement	WITHDRAWN
828	Subpoena Duces Tecum and Ad Testificandum to Intel Corporation dated 10/21/2010 (Spangler 1)	S3G00202863	S3G00202880	Spangler Richardson	Authentication	WITHDRAWN
832	Article - Wavelet-Based Image Processing To Berlina (by James Walker)	S3G00202243	S3G00202265	Bystrom Delp Fenney	Infringement	WITHDRAWN
833	Article - Performance Analysis of Block and Non Block Based Approach of Invisible Image Watermarking Using SVD in DCT Domain (Goyani and Gohil)	S3G00202266	S3G00202275	Bystrom Delp Fenney	Infringement	WITHDRAWN
834C	Deposition Designations of Douglas Smith dated 2/16/2011			Schoettelkotte Smith	Remedy	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
835C	Apple presentation: Apple - IMG exec Meeting dated 6/21/2010 (Smith 1)	APPLES3G 00194905	APPLES3G 00194928	Schoettelkotte Smith	Remedy	ADMITTED 4/7/2011
836C	ARM - White Paper dated 12/00/2006 (Smith 2)	APPLES3G 00204178	APPLES3G 00204188	Schoettelkotte Smith	Remedy	WITHDRAWN
837C	Apple presentation: iPhone Owner Study dated 2/00/2010 (Smith 3)	APPLES3G 00817873	APPLES3G 00818073	Schoettelkotte Smith	Remedy	WITHDRAWN
838	Article: iPhone Keeps Mobile Gaming Growing, InformationWeek. 2/1/2009 (Smith 4)	S3G00202276	S3G00202277	Schoettelkotte Smith	Remedy	WITHDRAWN
839C	Document titled: 2P 3P IP Costs and Area-CP v2. (Smith 8)	S3G00202278	S3G00202278	Schoettelkotte Smith	Remedy	WITHDRAWN
840C	Imagination Technologies, Ltd. (IMG) SAP Vendor #80042341 Payments. Bates number APPLES3G00813482 - 486. (Smith 9)	APPLES3G 00813482	APPLES3G 00813486	Schoettelkotte Smith	Remedy	WITHDRAWN
841C	Exhibit 17: Comparison of Revenue and Downloads for Apps and Music (Smith 15)	S3G00202279	S3G00202279	Schoettelkotte Smith	Remedy	WITHDRAWN
842	Apple Website, MacBook Air product, dated 3/3/2011 http://store.apple.com/us/browse/home/shop_mac/family/macbook_air?mco=MTM3NjY1OTU	S3G00202881	S3G00202883	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
843	Apple Website, iPad 2 product, dated 3/3/2011 http://store.apple.com/us/browse/home/shop_ipad/family/ipad/start?mco=OTY2ODA0NQ	S3G00202884	S3G00202885	Bystrom Richardson	Infringement	WITHDRAWN
844C	DirectX 9 source code file d3dx9tex.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000825	724MSFT-000874	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
845C	DirectX 10 source code file d3dx10tex.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000179	724MSFT-000208	Richardson	Domestic Industry	WITHDRAWN
846C	DirectX 11 source code file d3dx11tex.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000461	724MSFT-000494	Richardson	Domestic Industry	WITHDRAWN
847C	DirectX 9 source code file dxtn.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000875	724MSFT-000894	Richardson	Domestic Industry	WITHDRAWN
848C	DirectX 9 source code file Cblt.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000681	724MSFT-000714	Richardson	Domestic Industry	WITHDRAWN
849C	DirectX 9 source code file CCodec.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000155	724MSFT-000178	Richardson	Domestic Industry	WITHDRAWN
850C	DirectX 10 source code file TextureLoader.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000258	724MSFT-000277	Richardson	Domestic Industry	WITHDRAWN
851C	DirectX 10 source code file dxtn.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000209	724MSFT-000237	Richardson	Domestic Industry	WITHDRAWN
852C	DirectX 10 source code file Cblt.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000056	724MSFT-000082	Richardson	Domestic Industry	WITHDRAWN
853C	DirectX 10 source code file CCodec.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000083	724MSFT-000126	Richardson	Domestic Industry	WITHDRAWN
854C	DirectX 11 source code file TextureLoader.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000569	724MSFT-000588	Richardson	Domestic Industry	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
855C	DirectX 11 source code file dxtn.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000495	724MSFT-000523	Richardson	Domestic Industry	WITHDRAWN
856C	DirectX 11 source code file Cblt.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000348	724MSFT-000376	Richardson	Domestic Industry	WITHDRAWN
857C	DirectX 11 source code file CCodec.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-003070	724MSFT-003126	Richardson	Domestic Industry	WITHDRAWN
858C	Apple Source Code dxtc.h [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC0055	APPLES3G CODEDC0057	Bystrom	Infringement	WITHDRAWN
859C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC0198	APPLES3G CODEDC0207	Bystrom	Infringement	WITHDRAWN
860C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC0218	APPLES3G CODEDC0469	Bystrom	Infringement	WITHDRAWN
861C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1500	APPLES3G CODEDC1502	Bystrom	Infringement	WITHDRAWN
862C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1503	APPLES3G CODEDC1513	Bystrom	Infringement	WITHDRAWN
863C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1514	APPLES3G CODEDC1515	Bystrom	Infringement	WITHDRAWN
864C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1516	APPLES3G CODEDC1519	Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
865C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1520	APPLES3G CODEDC1521	Bystrom	Infringement	WITHDRAWN
866C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1522	APPLES3G CODEDC1525	Bystrom	Infringement	WITHDRAWN
867C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1526	APPLES3G CODEDC1527	Bystrom	Infringement	WITHDRAWN
868C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1528	APPLES3G CODEDC1529	Bystrom	Infringement	WITHDRAWN
869C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC773	APPLES3G CODEDC774	Bystrom	Infringement	WITHDRAWN
870C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1013	APPLES3G CODEDC1013	Bystrom	Infringement	WITHDRAWN
871C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1014	APPLES3G CODEDC1014	Bystrom	Infringement	WITHDRAWN
872C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1096	APPLES3G CODEDC1097	Bystrom	Infringement	WITHDRAWN
873C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1180	APPLES3G CODEDC1224	Bystrom	Infringement	WITHDRAWN
874C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1225	APPLES3G CODEDC1229	Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
875C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1230	APPLES3G CODEDC1231	Bystrom	Infringement	WITHDRAWN
876C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1232	APPLES3G CODEDC1241	Bystrom	Infringement	WITHDRAWN
877C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1242	APPLES3G CODEDC1244	Bystrom	Infringement	WITHDRAWN
878C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1245	APPLES3G CODEDC1255	Bystrom	Infringement	WITHDRAWN
879C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1256	APPLES3G CODEDC1266	Bystrom	Infringement	WITHDRAWN
880C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1570	APPLES3G CODEDC1570	Bystrom	Infringement	WITHDRAWN
881C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1571	APPLES3G CODEDC1571	Bystrom	Infringement	WITHDRAWN
882C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1572	APPLES3G CODEDC1572	Bystrom	Infringement	WITHDRAWN
883C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1573	APPLES3G CODEDC1573	Bystrom	Infringement	WITHDRAWN
884C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1574	APPLES3G CODEDC1574	Bystrom	Infringement	WITHDRAWN
885C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1575	APPLES3G CODEDC1576	Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
886C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1577	APPLES3G CODEDC1577	Bystrom	Infringement	WITHDRAWN
887C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1578	APPLES3G CODEDC1579	Bystrom	Infringement	WITHDRAWN
888C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1580	APPLES3G CODEDC1581	Bystrom	Infringement	WITHDRAWN
889C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1582	APPLES3G CODEDC1582	Bystrom	Infringement	WITHDRAWN
890C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1583	APPLES3G CODEDC1591	Bystrom	Infringement	WITHDRAWN
891C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1592	APPLES3G CODEDC1592	Bystrom	Infringement	WITHDRAWN
892C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1593	APPLES3G CODEDC1594	Bystrom	Infringement	WITHDRAWN
893C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1595	APPLES3G CODEDC1595	Bystrom	Infringement	WITHDRAWN
894C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1596	APPLES3G CODEDC1602	Bystrom	Infringement	WITHDRAWN
895C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1603	APPLES3G CODEDC1603	Bystrom	Infringement	WITHDRAWN
896C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1604	APPLES3G CODEDC1604	Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
897C	Apple Source Code Testing Process [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC0674	APPLES3G CODEDC0674	Bystrom	Infringement	WITHDRAWN
898C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1530	APPLES3G CODEDC1530	Bystrom	Infringement	WITHDRAWN
899C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC02058	APPLES3G CODEDC02058	Bystrom	Infringement	WITHDRAWN
900C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1532	APPLES3G CODEDC1532	Bystrom	Infringement	WITHDRAWN
901C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1533	APPLES3G CODEDC1533	Bystrom	Infringement	WITHDRAWN
902C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1534	APPLES3G CODEDC1534	Bystrom	Infringement	WITHDRAWN
903C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1535	APPLES3G CODEDC1536	Bystrom	Infringement	WITHDRAWN
904C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1537	APPLES3G CODEDC1537	Bystrom	Infringement	WITHDRAWN
905C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1538	APPLES3G CODEDC1539	Bystrom	Infringement	WITHDRAWN
906C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1540	APPLES3G CODEDC1541	Bystrom	Infringement	WITHDRAWN
907C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1542	APPLES3G CODEDC1542	Bystrom	Infringement	WITHDRAWN
908C	Apple Source Code REDACTED	APPLES3G CODEDC02073	APPLES3G CODEDC02083	Bystrom	Infringement	ADMITTED 4/4/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
909C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1557	APPLES3G CODEDC1557	Bystrom	Infringement	WITHDRAWN
910C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1558	APPLES3GCODED C1559	Bystrom	Infringement	WITHDRAWN
911C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1560	APPLES3G CODEDC1560	Bystrom	Infringement	WITHDRAWN
912C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1561	APPLES3G CODEDC1567	Bystrom	Infringement	WITHDRAWN
913C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1568	APPLES3G CODEDC1568	Bystrom	Infringement	WITHDRAWN
914C	Apple Source Code REDACTED [Retained by Counsel Pursuant to Source Code Stipulation]	APPLES3G CODEDC1569	APPLES3G CODEDC1569	Bystrom	Infringement	WITHDRAWN
915C	DirectX 10 source code file texturesave.cpp Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000278	724MSFT-000290	Richardson	Domestic Industry	WITHDRAWN
916C	DirectX 11 source code file texturesave.cpp [Retained by Counsel Pursuant to Source Code Stipulation]	724MSFT-000589	724MSFT-000602	Richardson	Domestic Industry	WITHDRAWN
917	Tororg, J. - Talisman: Commodity Realtime #D Graphics for the PC	APPLES3G 00063105	APPLES3G 00063115	Richardson	Validity	WITHDRAWN
918	Feng, A Dynamic Address-Vector Quantization Algorithm Based on Inter-Block and Inter-Color Correlation for Color Image Coding	APPLES3G 00062184	APPLES3G 00062187	Richardson	Validity	ADMITTED 4/7/2011
919	Mac OS X 10.6.5 OpenGL Info			Richardson	Infringement	WITHDRAWN
920C	Email from Rosasco re: OpenGL ES ETC Texture Compression Scheme	APPLES3G 00611751	APPLES3G 00611752	Richardson Bystrom	Infringement	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
921	Apple Website, "Apple Retail Store" http://www.apple.com/retail/storelist/			Bystrom Richardson	Infringement	WITHDRAWN
922	Apple Website, "Apple Store" http://store.apple.com/us			Bystrom Richardson	Infringement	WITHDRAWN
923C	Joint Stipulation Regarding Asserted Claims and Asserted Products			Bystrom Richardson Schoettelkotte	Infringement Validity Remedy	WITHDRAWN
924	Epic Website, "Textures for Mobile Platforms" http://udn.epicgames.com/Three/MobileTextureReference.html			Bystrom Richardson	Infringement	WITHDRAWN
925C	Rebuttal Deposition Designations of J. Batson, 2/15/2011			Batson	Validity; Rebuttal to Delp testimony; RX-0387C through RX-0401; RX-0406 through RX-0410; RX-0423 through RX-0454; RX-0469C through RX-0476C; RX-0542C through RX-0547C; RX-0554C through RX-0558C; RXP-001 through RPX-019	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
926C	Microsoft on Multimedia or "In each area we currently trail Apple's QuickTime" dated July 20, 1994	APPLES3G 00497765	APPLES3G 00497787	Self-Sponsoring	Validity; Rebuttal to Batson testimony, Delp testimony; RX-0387C through RX-0401; RX-0406 through RX-0410; RX-0423 through RX-0454; RX-0469C through RX-0476C; RX-0542C through RX-0547C; RX-0554C through RX-0558C; RXP-001 through RPX-019	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
927C	Market Requirements Document MRD Template QuickTime on Copeland Draft Version 1 dated 7/21/1996	APPLES3G 00497447	APPLES3G 00497501	Delp Richardson	Validity; Rebuttal to Delp testimony; RX-0387C through RX-0401; RX-0406 through RX-0410; RX-0423 through RX-0454; RX-0469C through RX-0476C; RX-0542C through RX-0547C; RX-0554C through RX-0558C; RXP-001 through RPX-019	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
928	Article "The Virtual Museum: Interactive 3D Navigation of a Multimedia Database", Miller et al.	APPLES3G 00062339	APPLES3G 00062353	Delp Richardson	Validity; Rebuttal to Delp testimony; RX-0387C through RX- 0401; RX- 0406 through RX-0410; RX- 0423 through RX-0454; RX- 0469C through RX-0476C; RX-0542C through RX- 0547C; RX- 0554C through RX-0558C; RXP-001 through RPX- 019	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
929C	Software License	APPLES3G 00497137	APPLES3G 00497138	Batson Richardson	Validity; Rebuttal to Delp testimony; RX-0387C through RX- 0401; RX- 0406 through RX-0410; RX- 0423 through RX-0454; RX- 0469C through RX-0476C; RX-0542C through RX- 0547C; RX- 0554C through RX-0558C; RXP-001 through RPX- 019	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
930	File History of U.S. Patent Application No. 09/614,363	APPLES3G 00499543	APPLES3G 00499665	Richardson	Validity; Rebuttal to Delp testimony; RX-0403 through RX-0405; RX-0418 through RX-0422; RX-0477C through RX-0480; RX-0548 through RX-0552C; RX-0599 through RX-0601	WITHDRAWN
931	File History of U.S. Patent Application No. 09/162,244	APPLES3G 00499106	APPLES3G 00499376	Richardson	Validity; Rebuttal to Delp testimony; RX-0403 through RX-0405; RX-0418 through RX-0422; RX-0477C through RX-0480; RX-0548 through RX-0552C; RX-0599 through RX-0601	WITHDRAWN
932C	Counter Deposition Designations of Ken Weng, 11/19/2010			Weng Schoettelkotte Richardson	Counter to RX-0603C	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
933C	Counter Deposition Designations of Melody Chao, 11/29/2010			Weng Schoettelkotte	Counter to RX-0604C	WITHDRAWN
934C	Counter Deposition Designations of Konstantine Iourcha, 10/28/2010			Iourcha Richardson	Counter to RX-0614C	WITHDRAWN
935C	Counter Deposition Designations of Eric Hoffert, 2/21/2010			Hoffert Richardson	Counter to RX-0680C	WITHDRAWN
936C	Counter Deposition Designations of Simon Fenney, 12/3/2010			Fenney Bystrom	Counter to RX-0606C	WITHDRAWN
937C	Counter Deposition Designations of Mark Peercy, 11/29/2010			Peercy Richardson	Counter to RX-0608C	WITHDRAWN
938C	Counter Deposition Designations of Michael Toksvig, 2/17/2010			Toksvig Richardson	Counter to RX-0609C	WITHDRAWN
939C	Counter Deposition Designations of Richard Hyman, 1/13/2011			Hyman Richardson	Counter to RX-0611C	WITHDRAWN
940C	Counter Deposition Designations of David Simon, 12/28/2010			Simon Richardson	Counter to RX-0613C	WITHDRAWN
941C	Letter from Ken Weng to Khronos Group, 12/12/2007	S3G00063763	S3G00063763	Weng	Licensing/Patent Exhaustion; Rebuttal to Section VII.B.6 of Apple's Pre-Hearing Brief (no exhibits cited)	ADMITTED 3/30/2011
942C	Counter Deposition Designations of Richard Domingo, 1/14/2011			Domingo	Counter to RX-0610C	WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
943	Certified File History of U.S. Patent No. 7,518,615	APPLES3G 02276057	APPLES3G 02280603	Richardson	Validity; Rebuttal to Delp testimony; RX-0403 through RX- 0405; RX- 0418 through RX-0422; RX- 0477C through RX-0480; RX- 0548 through RX-0552C; RX-0599 through RX- 0601	WITHDRAWN
946C	ATI Source Code License Agreement	APPLES3G 02284852	APPLES3G 02285013	Bystrom Richardson	Infringement	ADMITTED 4/4/2011
947	MacBook Pro Description Webpage			Bystrom Richardson	Infringement	ADMITTED 4/4/2011
1000C	Expert Report of W. Todd Schoettelkotte (December 9, 2010)			Schoettelkotte		WITHDRAWN
1001C	Expert Report of Iain Richardson (December 9, 2010)			Richardson		WITHDRAWN
1002C	Initial Expert Report of Dr. Maja E. Bystrom Regarding Infringement of Asserted Claims in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 (December 9, 2010)			Bystrom		WITHDRAWN
1003C	Expert Report of Dr. Andrew B. Lippman in Rebuttal of Expert Report of Jerry A. Hausman Regarding Licensing and Patent Exhaustion (December 29, 2010)			Lippman		WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
1004C	Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			Richardson		WITHDRAWN
1004a-C	Errata to Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			Richardson		WITHDRAWN
1005C	Rebuttal Expert Report of W. Todd Schoettlekotte (December 29, 2010)			Schoettlekotte		WITHDRAWN
1006C	Supplemental Expert Report of Iain Richardson Regarding Domestic Industry Pursuant to Order No. 19 (February 18, 2011)			Richardson		WITHDRAWN
1007C	Supplemental Expert Report of Dr. Maja E. Bystrom Regarding Infringement of Asserted Claims in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 Pursuant to Order No. 19 (February 18, 2011)			Bystrom		WITHDRAWN
1008C	Supplemental Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 18, 2011)			Richardson		WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
1009C	Expert Report of Iain Richardson Regarding Infringement of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Based on Use of S3TC/DXT Pursuant to Order No. 15 (February 22, 2011)			Richardson		WITHDRAWN
1010C	Second Supplemental Expert Report of Dr. Maja E. Bystrom (February 25, 2011)			Bystrom		WITHDRAWN
1011C	Expert Report of Iain Richardson in Rebuttal to Supplemental Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 25, 2011)			Richardson		WITHDRAWN
1012C	Rebuttal Expert Report of Dr. Maja E. Bystrom Pursuant to Order No. 19 (February 25, 2011)			Bystrom		WITHDRAWN
1013C	Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 9, 2010)			Delp		WITHDRAWN
1013a-C	Errata to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 9, 2010)			Delp		WITHDRAWN
1014C	Expert Report of Jerry A. Hausman Regarding Licensing and Patent Exhaustion (December 9, 2010)			Hausman		WITHDRAWN
1015C	Expert Report of Jerry A. Hausman Regarding Remedy (December 9, 2010)			Hausman		WITHDRAWN

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
1016C	Rebuttal Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			Delp		WITHDRAWN
1017C	Rebuttal Expert Report of Richard Ferraro Regarding Domestic Industry (December 29, 2010)			Ferraro		WITHDRAWN
1017a-C	Errata to Rebuttal Expert Report of Richard Ferraro Regarding Domestic Industry (December 29, 2010)			Ferraro		WITHDRAWN
1018C	Rebuttal Expert Report of Jerry A. Hausman Regarding Domestic Industry (December 29, 2010)			Hausman		WITHDRAWN
1019C	Supplemental Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement and Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 18, 2011)			Delp		WITHDRAWN
1020C	Supplemental Rebuttal Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement of U.S. Patents Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 15 (February 28, 2011)			Delp		WITHDRAWN
CPX-1	S3G Chrome S25			Weng	Domestic Industry	ADMITTED 3/30/2011
CPX-2	S3G Chrome 430 ULP			Weng	Domestic Industry	ADMITTED 3/30/2011
CPX-3	S3G Chrome 540 ULP			Weng	Domestic Industry	ADMITTED 3/30/2011
CPX-4	S3G Chrome 530 ULP			Weng	Domestic Industry	ADMITTED 3/30/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
CPX-5	S3G Chrome 440 GTX			Weng	Domestic Industry	ADMITTED 3/30/2011
CPX-6	Apple MacBook Pro 13-inch			Bystrom Richardson	Infringement	WITHDRAWN
CDX-1- CDX-5	Weng Direct Testimony Slides					ADMITTED
CDX-7	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011
CDX-9- CDX-13C	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011
CDX-15C	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011
CDX-17	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
CDX-18	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011
CDX-22	Weng Direct Testimony Slides			Weng	Infringement; Domestic Industry; Rebut Licensing Defense; Remedy	ADMITTED 3/30/2011
CDX-201- CDX-225	Bystrom Direct Testimony Slides			Bystrom	Infringement	ADMITTED 4/4/2011
CDX-226C	Bystrom Direct Testimony Slides			Bystrom	Infringement	ADMITTED 4/4/2011
CDX-227 - CDX-258	Bystrom Direct Testimony Slides			Bystrom	Infringement	ADMITTED 4/4/2011
CDX-259- CDX-455C	Bystrom Direct Testimony Slides			Bystrom	Infringement	ADMITTED 4/4/2011
CDX-601- CDX-615	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-617- CDX-627	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-629- CDX-630	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-632- CDX-633	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011

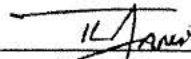
CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
CDX-635- CDX-645	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-647- CDX-682	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-701- CDX-705	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-707- CDX-726	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-730- CDX-752	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-755- CDX-781	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-783- CDX-790	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-795- CDX-799	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-801	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-803- CDX-808	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-901- CDX-907	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-909- CDX-913	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
CDX-915- CDX-917	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-919- CDX-929	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-931- CDX-935	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-938- CDX-942	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-945- CDX-948	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-951- CDX-954	Richardson Direct Testimony Slides			Richardson	Domestic Industry; Infringement	ADMITTED 4/4/2011
CDX-1003	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1006	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1009 - CDX- 1012	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1014 - CDX- 1016	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1027	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1029 - CDX- 1030	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1033 - CDX- 1034	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011

CX Exhibit No.	Description	Beginning Production No.	Ending Production No.	Sponsoring Witness	Purpose of Exhibit	Status
CDX-1041 - CDX-1045	Richardson Rebuttal Testimony Slides			Richardson	Validity	ADMITTED 4/7/2011
CDX-1104	Lippman Rebuttal Testimony Slides			Lippman	Rebut Licensing Defense	ADMITTED 4/7/2011
CDX-1107	Lippman Rebuttal Testimony Slides			Lippman	Rebut Licensing Defense	ADMITTED 4/7/2011
CDX-1202C – CDX-1207C	Schoettelkotte Rebuttal Testimony Slides			Schoettelkotte	Remedy	ADMITTED 4/7/2011

Dated: April 8, 2011

Respectfully submitted,



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S3 Graphics, Inc.

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436

Before the Honorable E. James Gildea
Administrative Law Judge

ORIGINAL

In the Matter of

CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

Investigation No. 337-TA-724

RESPONDENT APPLE INC.'S FINAL TRIAL EXHIBIT LIST

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
	Documentary Exhibits			
RX-0001C	WITHDRAWN			WITHDRAWN
RX-0002C	WITHDRAWN			WITHDRAWN
RX-0003C	WITHDRAWN			JX-11
RX-0004	WITHDRAWN			WITHDRAWN
RX-0005	WITHDRAWN			JX-9
RX-0006	WITHDRAWN			JX-4
RX-0007	WITHDRAWN			JX-3
RX-0008	WITHDRAWN			JX-1
RX-0009	WITHDRAWN			JX-2
RX-0010C	WITHDRAWN			WITHDRAWN
RX-0011C	WITHDRAWN			WITHDRAWN
RX-0012C	WITHDRAWN			JX-87C
RX-0013C	WITHDRAWN			JX-118C
RX-0014C	WITHDRAWN			WITHDRAWN
RX-0015C	WITHDRAWN			JX-88C
RX-0016C	WITHDRAWN			WITHDRAWN
RX-0017C	License Agreement between S3 Incorporated and Microsoft Corporation with Exhibits, dated 10/1/1997 and signed 1/30/1998 by S3 Incorporated and 3/23/1998 by Microsoft Corporation 10/01/1997, [S3G00064976-S3G00065025]	Domestic Industry; Remedy; License	Weng, Ken; Hausman, Jerry	JX-117C; Admitted 4/6/11
RX-0018C	Texture Compression License Agreement between S3 Incorporated and Nintendo Co., Ltd, signed 9/2/1999 by S3 Incorporated and 9/10/1999 by Nintendo Co., Ltd. 9/01/1999, [S3G00065011-S3G00065025]	Domestic Industry; Remedy; License	Weng, Ken; Hausman, Jerry	Admitted 4/6/11; Admitted 4/7/11
RX-0019C	WITHDRAWN			JX-85C
RX-0020C	Confidential Exhibit 19 C - "Identification of Licenses"	Domestic Industry; Remedy; License	Weng, Ken; Hausman, Jerry	Admitted 3/30/11

Exhibit No.	Brief Description/Title	Purpose For Offering Info/Evidence	Sponsoring Witness	Status
RX-0021C	Email from Ken Weng to Yanjun Zhang, Timour Paltashev, Mike Hong, Iming Pai, Michael Shiuan, HueiMei Su, Amy Wu and John Zhao: "RE: S3TC support in OpenGL 3.x specification" 8/31/2007, [S3G00066990-S3G00066991]	Domestic Industry; Remedy; License	Weng, Ken; Hausman, Jerry	Admitted 3/30/11
RX-0022C	Email from Mike Hong to Ken Weng, Yanjun Zhang, Iming Pai, John Zhao, Michael Shiuan: "RE: [OpenGL-ES] FW: [khronos_general] IP Certificate Posting Notice: S3 Graphics" 12/18/2007, [S3G00067027-S3G00067029]	Domestic Industry; Remedy; License	Weng, Ken; Hausman, Jerry	Admitted 4/7/11
RX-0023C	WITHDRAWN			WITHDRAWN
RX-0024C	WITHDRAWN			WITHDRAWN
RX-0025C	WITHDRAWN			WITHDRAWN
RX-0026C	WITHDRAWN			WITHDRAWN
RX-0027C	WITHDRAWN			WITHDRAWN
RX-0028C	WITHDRAWN			WITHDRAWN
RX-0029C	WITHDRAWN			WITHDRAWN
RX-0030C	WITHDRAWN			WITHDRAWN
RX-0031C	WITHDRAWN			WITHDRAWN
RX-0032	WITHDRAWN			JX-12
RX-0033	WITHDRAWN			JX-13
RX-0034C	WITHDRAWN			WITHDRAWN
RX-0035C	WITHDRAWN			WITHDRAWN
RX-0036C	WITHDRAWN			WITHDRAWN
RX-0037C	Nvidia webpage - Press Release - NVIDIA and S3 Agree to Enter Into Broad Cross-License Agreement, [http://www.nvidia.com/object/IO_20010816_4506.html?_templateId=320] 2/09/2000, [NVIDIA000029-NVIDIA000030]	License; Patent Exhaustion	Domingo, Richard	Admitted 4/5/11

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0038C	Term Sheet Agreement between Nvidia Corporation and S3 Incorporated, dated and signed 2/1/2000 2/01/2000, [NVIDIA000002-NVIDIA000008]	License; Patent Exhaustion	Domingo, Richard; Hausman, Jerry [Hausman Sponsor WITHDRAW N]	Admitted 3/30/11; Admitted 4/5/11
RX-0039C	WITHDRAWN			JX-14C
RX-0040C	NVIDIA Corp. 10-Q Quarterly report pursuant to sections 13 or 15(d), Filed on 9/10/2001, Filed Period 7/29/2001	License; Patent Exhaustion	Domingo, Richard	Admitted 4/5/11
RX-0041C	WITHDRAWN			WITHDRAWN
RX-0042C	WITHDRAWN			WITHDRAWN
RX-0043C	Email from Yanjun Zhang to Joe Vo, Subject: "RE: OGL depth_bounds_text extension" 3/03/2005, [S3G00085178-S3G00085179]	License; Patent Exhaustion	Domingo, Richard	Admitted 3/30/11; Admitted 4/5/11
RX-0044C	WITHDRAWN			WITHDRAWN
RX-0045C	WITHDRAWN			JX-15C
RX-0046C	WITHDRAWN			JX-16
RX-0047C	WITHDRAWN			WITHDRAWN
RX-0048C	WITHDRAWN			JX-17C
RX-0049C	WITHDRAWN			WITHDRAWN
RX-0050C	WITHDRAWN			JX-89C
RX-0051C	WITHDRAWN			JX-85C
RX-0052	WITHDRAWN			JX-18
RX-0053C	WITHDRAWN			JX-19C
RX-0054C	WITHDRAWN	License; Patent Exhaustion	Hausman, Jerry	WITHDRAWN
RX-0055	WITHDRAWN			JX-20
RX-0056	WITHDRAWN			JX-21
RX-0057	WITHDRAWN			JX-22
RX-0058	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0059	Intel webpage - Intel HD Graphics, [http://www.intel.com/technology/graphics/intelhd.htm] printed: 1/10/2011	Noninfringement; License; Patent Exhaustion	Sandmel, Jeremy; Hendry, Ian; Lippman, Andrew	Admitted 4/4/2011; Admitted 4/7/11
RX-0060C	WITHDRAWN			JX-23C
RX-0061C	WITHDRAWN			JX-24C
RX-0062	WITHDRAWN			WITHDRAWN
RX-0063C	WITHDRAWN			JX-19C
RX-0064C	Settlement Agreement between S3 Graphics Co. Ltd., Via Technologies, Inc., Intel Corporation and SONICblue, Inc., signed 9/26/2006 by SONICblue and 10/6/2006 by Intel Corporation, [INTC 000001-INTC 000028]	License; Patent Exhaustion; Remedy	Hausman, Jerry; Simon, David	Admitted 4/4/2011
RX-0065	Order Granting Debtors' Motion for Approval of Settlement of Via and Intel Litigation 10/31/2006	License; Patent Exhaustion; Remedy	Hausman, Jerry; Simon, David	Admitted 4/4/2011
RX-0066C	Spreadsheet: "Detail Reports for FC_MSTR_FAMILY: iMAC FC_MSTR_PRODUCT: REDACTED REDACTED FG_PART_NO: REDACTED (259 pages) Q4FY10, [APPLES3G00815998-APPLES3G00816256]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 4/7/11
RX-0067C	WITHDRAWN			WITHDRAWN
RX-0068C	Table: REDACTED REDACTED (1 page)	Remedy	Hausman, Jerry; Smith, Doug	Admitted 4/7/11
RX-0069C	WITHDRAWN			WITHDRAWN
RX-0070C	Spreadsheet: "APPLE INC S3 - US Sales Data" (12 pages) 10/27/2010, [APPLES3G00815723-APPLES3G00815734]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 4/6/11

Exhibit No.	File (Description/Title)	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0071C	Table: "FY 2010 iPhone Summary" of Sales, per Quarter 7/02/1905, [APPLES3G00813879-APPLES3G00813891]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 4/6/11
RX-0072C	Spreadsheet: "For USA from Launch to Date for 17,400 adam ids provided" (634 pages) 9/12/2010, [APPLES3G00816384-APPLES3G00817017]	Remedy	Hausman, Jerry; Smith, Doug; Haun, C.K.	JX-25C; Admitted 4/7/11
RX-0073C	WITHDRAWN			WITHDRAWN
RX-0074C	WITHDRAWN			JX-26C
RX-0075C	WITHDRAWN			JX-27C
RX-0076C	WITHDRAWN			WITHDRAWN
RX-0077C	WITHDRAWN			WITHDRAWN
RX-0078C	WITHDRAWN			WITHDRAWN
RX-0079C	WITHDRAWN			WITHDRAWN
RX-0080C	WITHDRAWN			WITHDRAWN
RX-0081C	"1. Memory Data Formats" by Intel Last Revision: 6/17/2004, [INTC 000679-INTC 000830]	License; Patent Exhaustion	Spangler, Steven	Admitted 4/7/11
RX-0082C	"3D Rendering" by Intel Last Revision: 3/24/2004, [INTC 000513-INTC 000656]	License; Patent Exhaustion	Spangler, Steven	Admitted 4/7/11
RX-0083C	DM Architecture Specification, Revision 0.7, by Intel, © 2002 4/08/2002, [INTC 000657-INTC 000678]	License; Patent Exhaustion	Spangler, Steven	Admitted 4/7/11
RX-0084	Intel webpage - Graphics - OpenGL* compatibility, [http://www.intel.com/support/graphics/sb/cs-010279/htm?wapkw=(opengl)] Printed: 12/3/2010	License; Patent Exhaustion	Spangler, Steven	Admitted 4/7/11

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0085	Intel webpage - Murali Madhanagopal et al., "OpenGL Extensions Support in Intel® 4 Series Express Chipsets and Beyond", [http://software.intel.com/en-us/articles/opengl-extensions-support-in-intel...] Printed: 12/3/2010	License; Patent Exhaustion	Spangler, Steven	Admitted 4/7/11
RX-0086C	WITHDRAWN			WITHDRAWN
RX-0087	WITHDRAWN			WITHDRAWN
RX-0088	WITHDRAWN			WITHDRAWN
RX-0089C	WITHDRAWN			WITHDRAWN
RX-0090C	WITHDRAWN			WITHDRAWN
RX-0091C	WITHDRAWN			WITHDRAWN
RX-0092C	WITHDRAWN			WITHDRAWN
RX-0093C	WITHDRAWN			WITHDRAWN
RX-0094C	WITHDRAWN			WITHDRAWN
RX-0095C	WITHDRAWN			WITHDRAWN
RX-0096C	WITHDRAWN			WITHDRAWN
RX-0097C	WITHDRAWN			WITHDRAWN
RX-0098C	WITHDRAWN			WITHDRAWN
RX-0099C	WITHDRAWN			WITHDRAWN
RX-0100C	WITHDRAWN			WITHDRAWN
RX-0101C	WITHDRAWN			WITHDRAWN
RX-0102C	WITHDRAWN			WITHDRAWN
RX-0103C	WITHDRAWN			WITHDRAWN
RX-0104C	WITHDRAWN			WITHDRAWN
RX-0105C	WITHDRAWN			WITHDRAWN
RX-0106C	WITHDRAWN			WITHDRAWN
RX-0107C	WITHDRAWN			WITHDRAWN
RX-0108C	WITHDRAWN			WITHDRAWN
RX-0109C	WITHDRAWN			WITHDRAWN
RX-0110C	WITHDRAWN			WITHDRAWN
RX-0111C	WITHDRAWN			WITHDRAWN
RX-0112C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose for Offering into Evidence	Sponsoring Witness	Status
RX-0113C	WITHDRAWN			WITHDRAWN
RX-0114C	WITHDRAWN			WITHDRAWN
RX-0115C	WITHDRAWN			WITHDRAWN
RX-0116C	WITHDRAWN			WITHDRAWN
RX-0117C	WITHDRAWN			WITHDRAWN
RX-0118C	WITHDRAWN			WITHDRAWN
RX-0119C	WITHDRAWN			WITHDRAWN
RX-0120	WITHDRAWN			WITHDRAWN
RX-0121	WITHDRAWN			WITHDRAWN
RX-0122	WITHDRAWN			WITHDRAWN
RX-0123	WITHDRAWN			WITHDRAWN
RX-0124	WITHDRAWN			WITHDRAWN
RX-0125	WITHDRAWN			WITHDRAWN
RX-0126C	WITHDRAWN			WITHDRAWN
RX-0127	WITHDRAWN			WITHDRAWN
RX-0128C	WITHDRAWN			WITHDRAWN
RX-0129	WITHDRAWN			WITHDRAWN
RX-0130C	WITHDRAWN			WITHDRAWN
RX-0131C	WITHDRAWN			WITHDRAWN
RX-0132C	WITHDRAWN			WITHDRAWN
RX-0133C	WITHDRAWN			WITHDRAWN
RX-0134C	WITHDRAWN			WITHDRAWN
RX-0135C	WITHDRAWN			WITHDRAWN
RX-0136C	WITHDRAWN			WITHDRAWN
RX-0137C	WITHDRAWN			WITHDRAWN
RX-0138C	WITHDRAWN			WITHDRAWN
RX-0139C	WITHDRAWN			WITHDRAWN
RX-0140C	WITHDRAWN			WITHDRAWN
RX-0141C	WITHDRAWN			WITHDRAWN
RX-0142C	WITHDRAWN			WITHDRAWN
RX-0143C	WITHDRAWN			JX-28C JX-29C JX-30C

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0144C	WITHDRAWN			JX-31C JX-32C JX-33C JX-34C
RX-0145C	WITHDRAWN			JX-35C JX-36C JX-37C JX-38C
RX-0146C	WITHDRAWN			JX-87C
RX-0147C	WITHDRAWN			JX-39C
RX-0148	WITHDRAWN			WITHDRAWN
RX-0149	WITHDRAWN			WITHDRAWN
RX-0150	WITHDRAWN			WITHDRAWN
RX-0151	WITHDRAWN			WITHDRAWN
RX-0152	WITHDRAWN			WITHDRAWN
RX-0153	WITHDRAWN			WITHDRAWN
RX-0154C	WITHDRAWN			WITHDRAWN
RX-0155C	WITHDRAWN			JX-14C
RX-0156C	WITHDRAWN			WITHDRAWN
RX-0157C	WITHDRAWN			WITHDRAWN
RX-0158C	WITHDRAWN			WITHDRAWN
RX-0159C	WITHDRAWN			WITHDRAWN
RX-0160C	WITHDRAWN			WITHDRAWN
RX-0161C	WITHDRAWN			WITHDRAWN
RX-0162C	WITHDRAWN			WITHDRAWN
RX-0163C	WITHDRAWN			JX-19C
RX-0164C	WITHDRAWN			WITHDRAWN
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RX-0166	WITHDRAWN			WITHDRAWN
RX-0167	WITHDRAWN			WITHDRAWN
RX-0168	WITHDRAWN			WITHDRAWN
RX-0169	WITHDRAWN			WITHDRAWN
RX-0170	WITHDRAWN			WITHDRAWN
RX-0171	WITHDRAWN			WITHDRAWN
RX-0172	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering into Evidence	Sponsoring Witness	Status
RX-0173	WITHDRAWN			WITHDRAWN
RX-0174	WITHDRAWN			WITHDRAWN
RX-0175	WITHDRAWN			WITHDRAWN
RX-0176	WITHDRAWN			WITHDRAWN
RX-0177	WITHDRAWN			WITHDRAWN
RX-0178	WITHDRAWN			WITHDRAWN
RX-0179	WITHDRAWN			WITHDRAWN
RX-0180	WITHDRAWN			WITHDRAWN
RX-0181	Letter from S3 Inc. and nVidia Corp. to Judge Armstrong re Settlement (Case No. C98-1938 SBA), 2/2/2000 [APPLES3G02280637-APPLES3G02280638]	License; Patent Exhaustion	Domingo, Richard	Admitted 4/5/11
RX-0182	Joint Stipulation and Request of the Parties for Dismissal and Final Judgment (Case No. C98-01938 SBA), 2/7/2000 [APPLES3G02280639-APPLES3G02280640]	License; Patent Exhaustion	Domingo, Richard	Admitted 4/5/11
RX-0183	Final Judgement (Case No. C98-01938 SBA), 2/7/2000 [APPLES3G02280641-APPLES3G02280642]	License; Patent Exhaustion	Domingo, Richard	Admitted 4/5/11
RX-0184	WITHDRAWN			WITHDRAWN
RX-0185	WITHDRAWN			WITHDRAWN
RX-0186	WITHDRAWN			WITHDRAWN
RX-0187	WITHDRAWN			WITHDRAWN
RX-0188	WITHDRAWN			WITHDRAWN
RX-0189	WITHDRAWN			WITHDRAWN
RX-0190	WITHDRAWN			WITHDRAWN
RX-0191	WITHDRAWN			WITHDRAWN
RX-0192	WITHDRAWN			WITHDRAWN
RX-0193	Curriculum vitae of Jerry A. Hausman [Exhibit 1 to Rebuttal Expert Report of Dr. Jerry A. Hausman, dated 12/29/2010]	Domestic Industry; Remedy; License	Hausman, Jerry	Admitted 4/6/11

Exhibit No.	Brief Description/Title	Purpose for Offering into Evidence	Sponsoring Witness	Status
RX-0194C	WITHDRAWN			WITHDRAWN
RX-0195C	WITHDRAWN			WITHDRAWN
RX-0196C	WITHDRAWN			WITHDRAWN
RX-0197C	WITHDRAWN			WITHDRAWN
RX-0198C	WITHDRAWN			WITHDRAWN
RX-0199C	WITHDRAWN			WITHDRAWN
RX-0200C	WITHDRAWN			WITHDRAWN
RX-0201C	WITHDRAWN			WITHDRAWN
RX-0202C	WITHDRAWN			WITHDRAWN
RX-0203C	Value of Technology as a Percent of Total Product Price - iDevices [Exhibit 5 to Expert Report of Jerry A. Hausman Regarding Remedy, dated 12/9/2010]	Remedy	Hausman, Jerry	Admitted 4/6/11
RX-0204C	WITHDRAWN			WITHDRAWN
RX-0205C	Value of Accused Technology as a Percent of Total Product Price - Computers [Exhibit 7 to Expert Report of Jerry A. Hausman Regarding Remedy, dated 12/9/2010]	Remedy	Hausman, Jerry	Admitted 4/6/11
RX-0206C	WITHDRAWN			WITHDRAWN
RX-0207C	WITHDRAWN			WITHDRAWN
RX-0208C	WITHDRAWN			WITHDRAWN
RX-0209C	WITHDRAWN			WITHDRAWN
RX-0210C	WITHDRAWN			WITHDRAWN
RX-0211C	WITHDRAWN			WITHDRAWN
RX-0212C	WITHDRAWN			WITHDRAWN
RX-0213C	WITHDRAWN			WITHDRAWN
RX-0214C	WITHDRAWN			WITHDRAWN
RX-0215C	WITHDRAWN			WITHDRAWN
RX-0216C	WITHDRAWN			WITHDRAWN
RX-0217C	WITHDRAWN			WITHDRAWN
RX-0218C	WITHDRAWN			WITHDRAWN
RX-0219C	WITHDRAWN			WITHDRAWN
RX-0220C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Info. Evidence	Sponsoring Witness	Status
RX-0221C	WITHDRAWN			WITHDRAWN
RX-0222C	WITHDRAWN			WITHDRAWN
RX-0223C	WITHDRAWN			WITHDRAWN
RX-0224	WITHDRAWN			WITHDRAWN
RX-0225	WITHDRAWN			WITHDRAWN
RX-0226	WITHDRAWN			WITHDRAWN
RX-0227C	Intel-Apple Key Terms and Principles Agreement dated 3/13/05 (12 pages) [APPLES3G02275495-APPLES3G02275506]	Patent Exhaustion	Hendry, Ian; Chamberlain, Randy	Admitted 4/4/2011
RX-0228C	WITHDRAWN			WITHDRAWN
RX-0229C	WITHDRAWN			WITHDRAWN
RX-0230C	WITHDRAWN			WITHDRAWN
RX-0231C	WITHDRAWN			WITHDRAWN
RX-0232C	WITHDRAWN			WITHDRAWN
RX-0233C	WITHDRAWN			WITHDRAWN
RX-0234C	WITHDRAWN			WITHDRAWN
RX-0235C	WITHDRAWN			WITHDRAWN
RX-0236C	WITHDRAWN			WITHDRAWN
RX-0237C	WITHDRAWN			WITHDRAWN
RX-0238C	WITHDRAWN			WITHDRAWN
RX-0239C	WITHDRAWN			WITHDRAWN
RX-0240C	WITHDRAWN			WITHDRAWN
RX-0241C	WITHDRAWN			WITHDRAWN
RX-0242C	WITHDRAWN			WITHDRAWN
RX-0243C	WITHDRAWN			WITHDRAWN
RX-0244C	WITHDRAWN			WITHDRAWN
RX-0245C	WITHDRAWN			WITHDRAWN
RX-0246C	Apple Financial Document [APPLES3G00813753-APPLES3G00813764]	Remedy	Hausman, Jerry; Smith, Doug	
RX-0247C	WITHDRAWN			WITHDRAWN
RX-0248C	WITHDRAWN			WITHDRAWN
RX-0249C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0250C	WITHDRAWN			WITHDRAWN
RX-0251C	WITHDRAWN			WITHDRAWN
RX-0252C	WITHDRAWN			WITHDRAWN
RX-0253C	WITHDRAWN			WITHDRAWN
RX-0254C	WITHDRAWN			WITHDRAWN
RX-0255C	Apple Financial Document [APPLES3G00813911-APPLES3G00813943]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 3/30/11
RX-0256C	Apple Financial Document [APPLES3G00813944-APPLES3G00813968]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 3/30/11
RX-0257C	Apple Financial Document [APPLES3G00813969-APPLES3G00814081]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 3/30/11
RX-0258C	Apple Financial Document [APPLES3G00814082-APPLES3G00814129]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 3/30/11
RX-0259C	WITHDRAWN			WITHDRAWN
RX-0260C	WITHDRAWN			WITHDRAWN
RX-0261C	WITHDRAWN			WITHDRAWN
RX-0262C	WITHDRAWN			WITHDRAWN
RX-0263C	WITHDRAWN			WITHDRAWN
RX-0264C	WITHDRAWN			WITHDRAWN
RX-0265C	WITHDRAWN			WITHDRAWN
RX-0266C	WITHDRAWN			WITHDRAWN
RX-0267C	WITHDRAWN			WITHDRAWN
RX-0268C	WITHDRAWN			WITHDRAWN
RX-0269C	WITHDRAWN			WITHDRAWN
RX-0270C	WITHDRAWN			WITHDRAWN
RX-0271C	WITHDRAWN			WITHDRAWN
RX-0272C	WITHDRAWN			WITHDRAWN
RX-0273C	WITHDRAWN			WITHDRAWN
RX-0274C	WITHDRAWN			WITHDRAWN
RX-0275C	WITHDRAWN			WITHDRAWN
RX-0276C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0277C	WITHDRAWN			WITHDRAWN
RX-0278C	WITHDRAWN			WITHDRAWN
RX-0279C	WITHDRAWN			WITHDRAWN
RX-0280C	WITHDRAWN			WITHDRAWN
RX-0281C	WITHDRAWN			WITHDRAWN
RX-0282C	WITHDRAWN			WITHDRAWN
RX-0283C	WITHDRAWN			WITHDRAWN
RX-0284C	WITHDRAWN			WITHDRAWN
RX-0285C	WITHDRAWN			WITHDRAWN
RX-0286C	WITHDRAWN			WITHDRAWN
RX-0287C	WITHDRAWN			WITHDRAWN
RX-0288C	WITHDRAWN			WITHDRAWN
RX-0289C	WITHDRAWN			WITHDRAWN
RX-0290C	WITHDRAWN			WITHDRAWN
RX-0291C	WITHDRAWN			WITHDRAWN
RX-0292C	WITHDRAWN			WITHDRAWN
RX-0293C	Apple Financial Document [APPLES3G00817019]	Remedy	Hausman, Jerry; Smith, Doug	Admitted 4/7/11
RX-0294C	WITHDRAWN			WITHDRAWN
RX-0295C	WITHDRAWN			WITHDRAWN
RX-0296C	WITHDRAWN			WITHDRAWN
RX-0297C	WITHDRAWN			WITHDRAWN
RX-0298C	WITHDRAWN			WITHDRAWN
RX-0299C	WITHDRAWN			WITHDRAWN
RX-0300C	WITHDRAWN			WITHDRAWN
RX-0301C	WITHDRAWN			WITHDRAWN
RX-0302C	WITHDRAWN			WITHDRAWN
RX-0303C	WITHDRAWN			WITHDRAWN
RX-0304C	WITHDRAWN			WITHDRAWN
RX-0305C	WITHDRAWN			WITHDRAWN
RX-0306C	WITHDRAWN			WITHDRAWN
RX-0307C	WITHDRAWN			WITHDRAWN
RX-0308C	WITHDRAWN			WITHDRAWN
RX-0309C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0310C	WITHDRAWN			WITHDRAWN
RX-0311C	WITHDRAWN			JX-171C
RX-0312C	WITHDRAWN			JX-160C
RX-0313C	WITHDRAWN			JX-161C
RX-0314C	WITHDRAWN			JX-162C
RX-0315C	WITHDRAWN			JX-165C
RX-0316	WITHDRAWN			WITHDRAWN
RX-0317C	WITHDRAWN			JX-171C
RX-0318C	WITHDRAWN			JX-160C
RX-0319C	WITHDRAWN			JX-160C
RX-0320C	WITHDRAWN			JX-161C
RX-0321C	WITHDRAWN			JX-161C
RX-0322C	WITHDRAWN			JX-162C
RX-0323C	WITHDRAWN			JX-162C
RX-0324C	WITHDRAWN			WITHDRAWN
RX-0325C	WITHDRAWN			JX-40C
RX-0326C	WITHDRAWN			JX-41C
RX-0327C	WITHDRAWN			JX-42
RX-0328C	WITHDRAWN			JX-43C
RX-0329C	WITHDRAWN			JX-44C
RX-0330C	WITHDRAWN			JX-45C
RX-0331C	WITHDRAWN			WITHDRAWN
RX-0332C	WITHDRAWN			JX-46C
RX-0333	WITHDRAWN			JX-47
RX-0334C	WITHDRAWN			WITHDRAWN
RX-0335C	WITHDRAWN			JX-160C
RX-0336C	WITHDRAWN			JX-163C
RX-0337C	WITHDRAWN			JX-164C
RX-0338C	WITHDRAWN			JX-165C
RX-0339C	WITHDRAWN			JX-161C
RX-0340C	WITHDRAWN			JX-162C
RX-0341C	WITHDRAWN			JX-166C
RX-0342C	WITHDRAWN			JX-167C
RX-0343C	WITHDRAWN			JX-168C

Exhibit No	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0344C	WITHDRAWN			JX-169C
RX-0345C	WITHDRAWN			JX-170C
RX-0346	WITHDRAWN			WITHDRAWN
RX-0347C	WITHDRAWN			WITHDRAWN
RX-0348C	Simon Fenney, "Texture Compression using Low-Frequency Signal Modulation"	Noninfringement	Fenney, Simon; Iourcha, Konstantine; Delp, Edward	Admitted 4/7/11
RX-0349C	WITHDRAWN			JX-45C
RX-0350C	Email from Konstantine Iourcha to Simon Fenney, Subject: "RE: Graphics Hardware 2003" 5/30/2003, [IMG_0000019-IMG_0000029]	Noninfringement	Fenney, Simon; Iourcha, Konstantine; Delp, Edward	Admitted 4/7/11
RX-0351C	"OpenGL ES Programming Guide for iPhone OS (Graphics & Animation: 3D Drawing)" by Apple Inc. (62 pages) 1/20/2010, [S3G00005321-S3G00005382]	Noninfringement	Kan, Alex; Sandmel, Jeremy; Delp, Edward; Additional sponsor: Haun, C.K.	JX-48; Admitted 4/7/11
RX-0352C	WITHDRAWN			JX-171C
RX-0353C	WITHDRAWN			WITHDRAWN
RX-0354C	WITHDRAWN			JX-172C
RX-0355C	WITHDRAWN			WITHDRAWN
RX-0356C	WITHDRAWN			WITHDRAWN
RX-0357C	WITHDRAWN			WITHDRAWN
RX-0358C	WITHDRAWN			JX-173C
RX-0359C	WITHDRAWN			WITHDRAWN
RX-0360C	WITHDRAWN			WITHDRAWN
RX-0361C	WITHDRAWN			WITHDRAWN
RX-0362C	WITHDRAWN			WITHDRAWN
RX-0363C	WITHDRAWN			JX-49
RX-0364C	WITHDRAWN			JX-160C
RX-0365C	WITHDRAWN			JX-163C
RX-0366C	WITHDRAWN			JX-175C

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0367C	WITHDRAWN			JX-165C
RX-0368C	WITHDRAWN			JX-161C
RX-0369C	WITHDRAWN			JX-162C
RX-0370C	WITHDRAWN			JX-166C
RX-0371C	WITHDRAWN			JX-167C
RX-0372C	WITHDRAWN			JX-168C
RX-0373C	WITHDRAWN			JX-169C
RX-0374C	WITHDRAWN			JX-170C
RX-0375C	WITHDRAWN			JX-171C
RX-0376C	WITHDRAWN			JX-174C
RX-0377C	WITHDRAWN			JX-172C
RX-0378C	WITHDRAWN			JX-173C
RX-0379	WITHDRAWN			WITHDRAWN
RX-0380	glCompressedTexImage2D from http://www.opengl.org/sdk/docs/man/xhtml/glCompressedTexImage2D.xml	Noninfringement	Kan, Alex; Sandmel, Jeremy; Delp, Edward	Admitted 4/7/11
RX-0381	glTexImage2D from http://www.opengl.org/sdk/docs/man/xhtml/glTexImage2D.xml	Noninfringement	Kan, Alex; Sandmel, Jeremy; Delp, Edward	Admitted 4/6/11
RX-0382C	WITHDRAWN			WITHDRAWN
RX-0383	glCompressedTexImage1D from http://www.opengl.org/sdk/docs/man/xhtml/glCompressedTexImage1D.xml	Noninfringement	Kan, Alex; Sandmel, Jeremy; Delp, Edward	Admitted 3/30/11
RX-0384	glCompressedTexImage3D from http://www.opengl.org/sdk/docs/man/xhtml/glCompressedTexImage3D.xml	Noninfringement	Kan, Alex; Sandmel, Jeremy; Delp, Edward	Admitted 3/30/11
RX-0385	U.S. Patent 7,242,811 [APPLES3G02280646-APPLES3G02280678]	Noninfringement	Fenney, Simon; Delp, Edward	Admitted 3/30/11; Admitted 4/7/11
RX-0386	U.S. Patent 7,236,649 [APPLES3G02280679-APPLES3G02280706]	Noninfringement	Fenney, Simon; Delp, Edward	Admitted 4/7/11
RX-0387C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0388C	WITHDRAWN			WITHDRAWN
RX-0389C	WITHDRAWN			WITHDRAWN
RX-0390C	WITHDRAWN			WITHDRAWN
RX-0391	WITHDRAWN			WITHDRAWN
RX-0392C	WITHDRAWN			WITHDRAWN
RX-0393	WITHDRAWN			WITHDRAWN
RX-0394C	WITHDRAWN			WITHDRAWN
RX-0395C	WITHDRAWN			WITHDRAWN
RX-0396C	WITHDRAWN			WITHDRAWN
RX-0397C	WITHDRAWN			WITHDRAWN
RX-0398C	WITHDRAWN			WITHDRAWN
RX-0399C	WITHDRAWN			WITHDRAWN
RX-0400C	WITHDRAWN			WITHDRAWN
RX-0401	WITHDRAWN			WITHDRAWN
RX-0402	WITHDRAWN			WITHDRAWN
RX-0403	U.S. Patent No. 7,058,218; Drebin et al. 6/06/2006, [APPLES3G00070918-APPLES3G00070935]	Invalidity	Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0404	U.S. Patent No. 7,330,587 B2; Drebin et al. 2/12/2008, [APPLES3G00070936-APPLES3G00070953]	Invalidity	Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0405	U.S. Patent No. 7,526,125 B2; Drebin et al. 4/28/2009 [APPLES3G02284752-APPLES3G02284768]	Invalidity	Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0406	Journal: The QuickTime Forum: A Multimedia Developer's Resource, Vol. 3 No. 4, May/June 1993, Multi-Facet Communications, Inc. [APPLES3G00497212-APPLES3G00497235]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward; Casanova, Frank	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0407	Gavin Miler et al., "The Virtual Museum: Interactive 3D Navigation of a Multimedia Database", Published in the Journal of Visualization and Computer Animation, Vol. 3, pp. 183-197, © 1992 [APPLES3G00062339-APPLES3G0062353]	Invalidity	Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0408	QuickTime disc created by Voyager, titled "To New Horizons: Ephemeral Films 1931-1945" [HOFFERT0000301]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0409	QuickTime disc created by Voyager, titled "poetry in motion" [HOFFERT0000302]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0410	QuickTime disc created by Voyager - "You Can't Get There from Here: Ephemeral Films 1946-1960" [HOFFERT0000303]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0411C	WITHDRAWN			WITHDRAWN
RX-0412	WITHDRAWN			WITHDRAWN
RX-0413	WITHDRAWN			WITHDRAWN
RX-0414	WITHDRAWN			WITHDRAWN
RX-0415	WITHDRAWN			WITHDRAWN
RX-0416C	WITHDRAWN			WITHDRAWN
RX-0417C	WITHDRAWN			WITHDRAWN
RX-0418	Declaration by Christopher Migdal of Prior Invention in the US to Overcome Cited Patent or Publication, for Patent Appl. 09/162,244; Drebin et al. filed 9/28/1998 12/21/1999, [APPLES3G00499222-APPLES3G00499239]	Invalidity	Drebin, Robert; Delp, Edward	Admitted 4/5/11
RX-0419C	Bali R Chip documents [SGI0000078-SGI0000135]	Invalidity	Peercy, Mark; Drebin, Robert; Delp, Edward	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering into Evidence	Sponsoring Witness	Status
RX-0419C-A	R Block Diagram, SGI0000078	Invalidity	Peercy, Mark; Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0419C-B	WITHDRAWN			WITHDRAWN
RX-0419C-C	WITHDRAWN			WITHDRAWN
RX-0419C-D	WITHDRAWN			WITHDRAWN
RX-0419C-E	WITHDRAWN			WITHDRAWN
RX-0419C-F	WITHDRAWN			WITHDRAWN
RX-0419C-G	WITHDRAWN			WITHDRAWN
RX-0419C-H	WITHDRAWN			WITHDRAWN
RX-0419C-I	WITHDRAWN			WITHDRAWN
RX-0419C-J	WITHDRAWN			WITHDRAWN
RX-0419C-K	WITHDRAWN			WITHDRAWN
RX-0419C-L	WITHDRAWN			WITHDRAWN
RX-0419C-M	WITHDRAWN			WITHDRAWN
RX-0419C-N	WITHDRAWN			WITHDRAWN
RX-0419C-O	WITHDRAWN			WITHDRAWN
RX-0419C-P	WITHDRAWN			WITHDRAWN
RX-0419C-Q	WITHDRAWN			WITHDRAWN
RX-0419C-R	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0419C-S	REDACTED SGI0000132-34	Invalidity	Peercy, Mark; Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0419C-T	WITHDRAWN			WITHDRAWN
RX-0420	U.S. Patent No. 7,518,615 B1; Airey et al. 4/14/2009	Invalidity	Peercy, Mark; Drebin, Robert	Admitted 4/4/2011
RX-0421	Declaration of John Airey under 37 CFR 1.132 for Patent Appl. 09/614,363; Airey et al. filed 7/12/2000, 5/01/2008, [APPLES3G00500413- APPLES3G00500419]	Invalidity	Peercy, Mark; Drebin, Robert; Delp, Edward	Admitted 4/5/11
RX-0422	Declaration of John Airey under 37 CFR 1.132 for Patent Appl. 09/614,363, Exhibit A; Airey et al. filed 7/12/2000 5/01/2008, [APPLES3G00500420- APPLES3G00500490]	Invalidity	Peercy, Mark; Drebin, Robert; Delp, Edward	Admitted 4/4/2011
RX-0423	WITHDRAWN			WITHDRAWN
RX-0424	WITHDRAWN			WITHDRAWN
RX-0425	WITHDRAWN			WITHDRAWN
RX-0426	MACWORLD magazine excerpt, September 1991 [HOFFERT0000023- HOFFERT0000029]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0427	Forbes, Smart TV magazine, October 14, 1991 [HOFFERT0000030- HOFFERT0000043]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0428	WITHDRAWN			WITHDRAWN
RX-0429	WITHDRAWN			WITHDRAWN
RX-0430	WITHDRAWN			WITHDRAWN
RX-0431	WITHDRAWN			WITHDRAWN
RX-0432	Byte Magazine excerpt, December 1991 [HOFFERT0000069-	Invalidity	Hoffert, Eric	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
	HOFFERT0000079]			
RX-0433	WITHDRAWN			WITHDRAWN
RX-0434	WITHDRAWN			WITHDRAWN
RX-0435	WITHDRAWN			WITHDRAWN
RX-0436	WITHDRAWN			WITHDRAWN
RX-0437	WITHDRAWN			WITHDRAWN
RX-0438	Apple Direct, July 1991 [HOFFERT0000139- HOFFERT0000151]	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RX-0439	WITHDRAWN			WITHDRAWN
RX-0440	WITHDRAWN			WITHDRAWN
RX-0441	WITHDRAWN			WITHDRAWN
RX-0442	WITHDRAWN			WITHDRAWN
RX-0443	WITHDRAWN			WITHDRAWN
RX-0444	WITHDRAWN			WITHDRAWN
RX-0445	WITHDRAWN			WITHDRAWN
RX-0446	WITHDRAWN			WITHDRAWN
RX-0447	WITHDRAWN			WITHDRAWN
RX-0448	WITHDRAWN			WITHDRAWN
RX-0449	WITHDRAWN			WITHDRAWN
RX-0450	WITHDRAWN			WITHDRAWN
RX-0451	WITHDRAWN			WITHDRAWN
RX-0452	WITHDRAWN			WITHDRAWN
RX-0453	WITHDRAWN			WITHDRAWN
RX-0454	WITHDRAWN			WITHDRAWN
RX-0455	WITHDRAWN			WITHDRAWN
RX-0456	WITHDRAWN			WITHDRAWN
RX-0457	WITHDRAWN			WITHDRAWN
RX-0458	WITHDRAWN			WITHDRAWN
RX-0459	WITHDRAWN			WITHDRAWN
RX-0460	WITHDRAWN			WITHDRAWN
RX-0461	WITHDRAWN			WITHDRAWN
RX-0462	WITHDRAWN			WITHDRAWN
RX-0463	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0464	WITHDRAWN			JX-10
RX-0465	WITHDRAWN			JX-8
RX-0466	WITHDRAWN			JX-7
RX-0467	WITHDRAWN			JX-6
RX-0468	WITHDRAWN			JX-5
RX-0469C	Lee Mighdoll, "Road Pizza: Cheap Video Compression" ATG Media Integration, Apple Computer, Inc. 9/17/1989, [APPLES3G00493588-APPLES3G00493630]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0470C	Eric Hoffert, "Colorcell++" Advanced Technology Group, Apple Computer, Inc. 8/20/1990, [APPLES3G00493737-APPLES3G00493764]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0471C	WITHDRAWN			WITHDRAWN
RX-0472	WITHDRAWN			WITHDRAWN
RX-0473C	WITHDRAWN			WITHDRAWN
RX-0474	Inside Macintosh: QuickTime, Addison-Wesley Publishing Company, dated 1993 [APPLES3G00497788-APPLES3G00498509]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0475C	Verne Engineering Reference Specification, Version 0.4, dated 10/19/1990 [APPLES3G00498641-APPLES3G00498690]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0476C	Krueger, Mark, "Image Compression Manager ERS," dated 08/02/1991 [APPLES3G00498691-APPLES3G00498737]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0477C	WITHDRAWN			WITHDRAWN
RX-0478	WITHDRAWN			WITHDRAWN
RX-0479	WITHDRAWN			WITHDRAWN
RX-0480	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0481	WITHDRAWN			WITHDRAWN
RX-0482	WITHDRAWN			WITHDRAWN
RX-0483	Carlson, W. - A Survey of Computer Graphics Image Encoding and Storage Formats [APPLES3G00061975-APPLES3G00061983]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0484	WITHDRAWN			WITHDRAWN
RX-0485	WITHDRAWN			WITHDRAWN
RX-0486	WITHDRAWN			WITHDRAWN
RX-0487	WITHDRAWN			WITHDRAWN
RX-0488	WITHDRAWN			WITHDRAWN
RX-0489	WITHDRAWN			WITHDRAWN
RX-0490	WITHDRAWN			WITHDRAWN
RX-0491	Knittel, G. - Hardware for Superior Texture Performance, 1995 [APPLES3G00062492-APPLES3G00062504]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0492	WITHDRAWN			WITHDRAWN
RX-0493	WITHDRAWN			WITHDRAWN
RX-0494	WITHDRAWN			WITHDRAWN
RX-0495	WITHDRAWN			WITHDRAWN
RX-0496	WITHDRAWN			WITHDRAWN
RX-0497	WITHDRAWN			WITHDRAWN
RX-0498	WITHDRAWN			WITHDRAWN
RX-0499	WITHDRAWN			WITHDRAWN
RX-0500	WITHDRAWN			WITHDRAWN
RX-0501	WITHDRAWN			WITHDRAWN
RX-0502	WITHDRAWN			WITHDRAWN
RX-0503	WITHDRAWN			WITHDRAWN
RX-0504	WITHDRAWN			WITHDRAWN
RX-0505	WITHDRAWN			JX-50
RX-0506	WITHDRAWN			WITHDRAWN
RX-0507	WITHDRAWN			WITHDRAWN
RX-0508	WITHDRAWN			WITHDRAWN
RX-0509	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0510	WITHDRAWN			WITHDRAWN
RX-0511	WITHDRAWN			WITHDRAWN
RX-0512	CL550 JPEG Image Compression Processor Preliminary Data Book [APPLES3G00063473-APPLES3G00063553]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0513	GIF89a specification, Graphics Interchange Format, Vers. 89a [APPLES3G00063705-APPLES3G00063746]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0514	WITHDRAWN			WITHDRAWN
RX-0515	Commodore: Amiga Hardware Manual [APPLES3G00064395-APPLES3G00064796]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0516	[WITHDRAWN]			WITHDRAWN
RX-0517	EP 0 831 424 A2 [APPLES3G00065106-APPLES3G00065135]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0518	WITHDRAWN			WITHDRAWN
RX-0519	WITHDRAWN			WITHDRAWN
RX-0520	WITHDRAWN			WITHDRAWN
RX-0521	WITHDRAWN			WITHDRAWN
RX-0522	WITHDRAWN			WITHDRAWN
RX-0523	WITHDRAWN			WITHDRAWN
RX-0524	WITHDRAWN			WITHDRAWN
RX-0525	WITHDRAWN			WITHDRAWN
RX-0526	WITHDRAWN			WITHDRAWN
RX-0527	WITHDRAWN			WITHDRAWN
RX-0528	WITHDRAWN			WITHDRAWN
RX-0529	Huang et al., U.S. 5,748,904, Method and System for Segment Encoded Graphic Data Compression, 5/5/1998 [APPLES3G00070648-	Invalidity	Delp, Edward	Admitted 4/7/11

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
	APPLES3G00070659]			
RX-0530	WITHDRAWN			WITHDRAWN
RX-0531	WITHDRAWN			WITHDRAWN
RX-0532	PNG Specification 1996 [APPLES3G00236919- APPLES3G00236999]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0533	WITHDRAWN			WITHDRAWN
RX-0534	WITHDRAWN			WITHDRAWN
RX-0535	Hoffert et al., U.S. 5,046,119, Method and Apparatus for Compressing and Decompressing Color Video Data With An Anti-Aliasing Mode, 9/3/1991 [APPLES3G00070159- APPLES3G00070175]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0536	WITHDRAWN			WITHDRAWN
RX-0537	Normile, et al., U.S. 5,822,465, Image Encoding By Vector Quantization of Regions of an Image and Codebook Updates, 10/13/1998 [APPLES3G00070702- APPLES3G00070733]	Invalidity	Delp, Edward	Admitted 4/7/11
RX-0538C	WITHDRAWN			WITHDRAWN
RX-0539C	WITHDRAWN			WITHDRAWN
RX-0540C	WITHDRAWN			WITHDRAWN
RX-0541C	WITHDRAWN			WITHDRAWN
RX-0542C	REDACTED source code [APPLES3GCODESV00979- APPLES3GCODESV00999]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0543C	REDACTED source code [APPLES3GCODESV01000-APPLES3GCODESV01023]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0544C	REDACTED source code [APPLES3GCODESV01028-APPLES3GCODESV01081]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0545C	REDACTED source code [APPLES3GCODESV01082-APPLES3GCODESV01112]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0546	QuickTime Starter Kit [APPLES3G00497125-APPLES3G00497207]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0547C	WITHDRAWN			WITHDRAWN
RX-0548	Certified File History of U.S. Patent No. 7,518,615 [APPLES3G02276057-APPLES3G02280603]	Invalidity	Drebin, Robert; Peercy, Mark; Delp, Edward	Admitted 4/7/11
RX-0549	Certified File History of U.S. Patent No. 7,058,218 [APPLES3G02275507-APPLES3G02276056]	Invalidity	Drebin, Robert; Delp, Edward	Admitted 4/7/11
RX-0550	WITHDRAWN			WITHDRAWN
RX-0551C	R Block Diagram [SGI0000078]	Invalidity	Drebin, Robert; Peercy, Mark; Delp, Edward	Admitted 4/4/2011
RX-0552C	WITHDRAWN			WITHDRAWN
RX-0553	WITHDRAWN			WITHDRAWN
RX-0554C	REDACTED [APPLES3GCODESV00975-APPLES3GCODESV00978]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0555C	REDACTED [APPLES3GCODESV00968-APPLES3GCODESV00974]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0556C	REDACTED [APPLES3GCODESV01024-APPLES3GCODESV01027]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0557C	REDACTED [APPLES3GCODESV01113-APPLES3GCODESV01116]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0558C	REDACTED [APPLES3GCODESV00964-APPLES3GCODESV00967]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RX-0559	WITHDRAWN			WITHDRAWN
RX-0560	WITHDRAWN			WITHDRAWN
RX-0561	WITHDRAWN			WITHDRAWN
RX-0562	WITHDRAWN			WITHDRAWN
RX-0563C	WITHDRAWN			WITHDRAWN
RX-0564C	WITHDRAWN			WITHDRAWN
RX-0565C	WITHDRAWN			WITHDRAWN
RX-0566C	WITHDRAWN			WITHDRAWN
RX-0567C	WITHDRAWN			WITHDRAWN
RX-0568C	WITHDRAWN			WITHDRAWN
RX-0569C	WITHDRAWN			WITHDRAWN
RX-0570C	WITHDRAWN			WITHDRAWN
RX-0571C	WITHDRAWN			WITHDRAWN
RX-0572C	WITHDRAWN			WITHDRAWN
RX-0573C	WITHDRAWN			WITHDRAWN
RX-0574C	WITHDRAWN			WITHDRAWN
RX-0575C	WITHDRAWN			WITHDRAWN
RX-0576C	WITHDRAWN			WITHDRAWN
RX-0577C	WITHDRAWN			WITHDRAWN
RX-0578C	WITHDRAWN			WITHDRAWN
RX-0579C	WITHDRAWN			WITHDRAWN
RX-0580C	WITHDRAWN			WITHDRAWN
RX-0581C	WITHDRAWN			WITHDRAWN
RX-0582C	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0583C	WITHDRAWN			WITHDRAWN
RX-0584C	WITHDRAWN			WITHDRAWN
RX-0585C	WITHDRAWN			WITHDRAWN
RX-0586	WITHDRAWN			WITHDRAWN
RX-0587	WITHDRAWN			JX-51C
RX-0588C	WITHDRAWN			WITHDRAWN
RX-0589C	WITHDRAWN			JX-52C
RX-0590C	WITHDRAWN			WITHDRAWN
RX-0591C	WITHDRAWN			WITHDRAWN
RX-0592C	WITHDRAWN			WITHDRAWN
RX-0593C	WITHDRAWN			WITHDRAWN
RX-0594C	WITHDRAWN			WITHDRAWN
RX-0595C	WITHDRAWN			WITHDRAWN
RX-0596C	WITHDRAWN			WITHDRAWN
RX-0597C	Email from Yanjun Zhang to Ken Weng, Subject: "RE: Texture Compression Patent License", 11/25/2008 [S3G00067400-67401	License; Patent Exhaustion; Remedy	Weng	Admitted 3/30/11
RX-0598C	WITHDRAWN			WITHDRAWN
RX-0599	WITHDRAWN			WITHDRAWN
RX-0600	WITHDRAWN			WITHDRAWN
RX-0601	WITHDRAWN			WITHDRAWN
RX-0602	WITHDRAWN			WITHDRAWN
RX-0603C	WITHDRAWN			JX-71
RX-0604C	WITHDRAWN			JX-72
RX-0605C	WITHDRAWN			WITHDRAWN
RX-0606C	WITHDRAWN			JX-62
RX-0607C	WITHDRAWN			JX-67
RX-0608C	WITHDRAWN			JX-73
RX-0609C	WITHDRAWN			JX-58
RX-0610C	WITHDRAWN			JX-60
RX-0611C	WITHDRAWN			JX-64
RX-0612C	WITHDRAWN			WITHDRAWN
RX-0613C	WITHDRAWN			JX-74
RX-0614C	WITHDRAWN			JX-75

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0615C	WITHDRAWN			WITHDRAWN
RX-0616C	WITHDRAWN			WITHDRAWN
RX-0617C	WITHDRAWN			WITHDRAWN
RX-0618C	WITHDRAWN			WITHDRAWN
RX-0619C	WITHDRAWN			WITHDRAWN
RX-0620C	WITHDRAWN			JX-1013C
RX-0621C	WITHDRAWN			JX-1016C
RX-0622C	WITHDRAWN			JX-1013a-C
RX-0623C	WITHDRAWN			JX-1019C
RX-0624C	WITHDRAWN			JX-1020C
RX-0625C	WITHDRAWN			JX-1017C
RX-0626C	WITHDRAWN			JX-1017a-C
RX-0627C	WITHDRAWN			WITHDRAWN
RX-0628C	WITHDRAWN			JX-1014C
RX-0629C	WITHDRAWN			JX-1014C
RX-0630C	WITHDRAWN			JX-1015C
RX-0631C	WITHDRAWN			JX-1018C
RX-0632C	WITHDRAWN			WITHDRAWN
RX-0633C	WITHDRAWN			JX-1002C
RX-0634C	WITHDRAWN			JX-1007C
RX-0635C	WITHDRAWN			JX-1012C
RX-0636C	WITHDRAWN			JX-1010C
RX-0637C	WITHDRAWN			JX-1003C
RX-0638C	WITHDRAWN			JX-1001C
RX-0639C	WITHDRAWN			JX-1004C
RX-0640C	WITHDRAWN			JX-1004a-C
RX-0641C	WITHDRAWN			JX-1006C
RX-0642C	WITHDRAWN			JX-1008C
RX-0643C	WITHDRAWN			JX-1009C
RX-0644C	WITHDRAWN			JX-1011C
RX-0645C	WITHDRAWN			JX-1021C
RX-0646C	WITHDRAWN			JX-1000C
RX-0647C	WITHDRAWN			JX-1005C

Exhibit No.	Brief Description/Title	Purpose for Offering into Evidence	Sponsoring Witness	Status
RX-0648C	WITHDRAWN			WITHDRAWN
RX-0649C	WITHDRAWN			WITHDRAWN
RX-0650C	WITHDRAWN			WITHDRAWN
RX-0651C	WITHDRAWN			WITHDRAWN
RX-0652C	WITHDRAWN			WITHDRAWN
RX-0653C	WITHDRAWN			WITHDRAWN
RX-0654C	WITHDRAWN			WITHDRAWN
RX-0655C	WITHDRAWN			WITHDRAWN
RX-0656C	WITHDRAWN			WITHDRAWN
RX-0657C	WITHDRAWN			WITHDRAWN
RX-0658C	WITHDRAWN			WITHDRAWN
RX-0659C	WITHDRAWN			WITHDRAWN
RX-0660C	WITHDRAWN			WITHDRAWN
RX-0661C	WITHDRAWN			WITHDRAWN
RX-0662	WITHDRAWN			WITHDRAWN
RX-0663	WITHDRAWN			WITHDRAWN
RX-0664	Apple Webpage - MacBook Pro, Technical Specifications [http://www.apple.com/macbookpro/specs-compare.html] [APPLES3G02284715-APPLES3G02284716]	Noninfringement	Haun, C.K.; Casanova, Frank; Smith, Doug; Sandmel, Jeremy; Drebin, Robert	Admitted 4/4/2011
RX-0665	WITHDRAWN			WITHDRAWN
RX-0666	WITHDRAWN			WITHDRAWN
RX-0667	WITHDRAWN			WITHDRAWN
RX-0668	WITHDRAWN			WITHDRAWN
RX-0669	WITHDRAWN			WITHDRAWN
RX-0670	WITHDRAWN			WITHDRAWN
RX-0671	WITHDRAWN			WITHDRAWN
RX-0672	WITHDRAWN			WITHDRAWN
RX-0673	WITHDRAWN			WITHDRAWN
RX-0674	WITHDRAWN			WITHDRAWN
RX-0675	WITHDRAWN			WITHDRAWN
RX-0676	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0677	WITHDRAWN			WITHDRAWN
RX-0678	WITHDRAWN			WITHDRAWN
RX-0679	WITHDRAWN			WITHDRAWN
RX-0680C	WITHDRAWN			JX-77C
RX-0681	WITHDRAWN			WITHDRAWN
RX-0682	WITHDRAWN			WITHDRAWN
RX-0683C	WITHDRAWN			WITHDRAWN
RX-0684	WITHDRAWN			WITHDRAWN
RX-0685	WITHDRAWN			WITHDRAWN
RX-0686	WITHDRAWN			WITHDRAWN
RX-0687	WITHDRAWN			WITHDRAWN
RX-0688	WITHDRAWN			WITHDRAWN
RX-0689C	WITHDRAWN			WITHDRAWN
RX-0690C	WITHDRAWN			WITHDRAWN
RX-0691C	WITHDRAWN			WITHDRAWN
RX-0692C	WITHDRAWN			WITHDRAWN
RX-0693C	WITHDRAWN			WITHDRAWN
RX-0694C	WITHDRAWN			WITHDRAWN
RX-0695C	WITHDRAWN			WITHDRAWN
RX-0696C	WITHDRAWN			WITHDRAWN
RX-0697C	WITHDRAWN			WITHDRAWN
RX-0698C	WITHDRAWN			WITHDRAWN
RX-0699C	WITHDRAWN			WITHDRAWN
RX-0700	Curriculum Vitae of E. Delp, III	Invalidity; Noninfringement	Delp, Edward	Admitted 4/7/11
RX-0701	WITHDRAWN			WITHDRAWN
RX-0702C	WITHDRAWN			JX-1021C
RX-0703C	WITHDRAWN			WITHDRAWN
RX-0704C	WITHDRAWN			JX-1010C
RX-0705C	WITHDRAWN			WITHDRAWN
RX-0706C	WITHDRAWN			WITHDRAWN
RX-0707C	WITHDRAWN			JX-61C
RX-0708C	WITHDRAWN			JX-55C
RX-0709C	WITHDRAWN			JX-54C

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RX-0710C	WITHDRAWN			JX-53C
RX-0711C	WITHDRAWN			JX-58C
RX-0712C	WITHDRAWN			JX-69C
RX-0713C	WITHDRAWN			JX-66C
RX-0714C	WITHDRAWN			JX-68C
RX-0715C	WITHDRAWN			JX-56C
RX-0716C	WITHDRAWN			JX-60C
RX-0717C	WITHDRAWN			JX-67C
RX-0718C	WITHDRAWN			JX-57C
RX-0719C	WITHDRAWN			JX-70C
RX-0720C	WITHDRAWN			JX-64C
RX-0721C	WITHDRAWN			JX-65C
RX-0722C	WITHDRAWN			JX-63C
RX-0723C	WITHDRAWN			JX-62C
RX-0724C	WITHDRAWN			JX-59C
RX-0725	WITHDRAWN			WITHDRAWN
RX-0726	Letter from Gillian Phillips to Louis Campbell re Source Code, 2/15/2011	Noninfringement	Richardson, Iain	Admitted 4/04/11
RX-0727	Email String from Paul Goulet to Bas de Blank, Qingyu Yin and Kecia Reynolds: "RE: 724 Inv. -- Intel and ATI driver code", 3/7/2011	Noninfringement	Richardson, Iain	Admitted 4/04/11
RX-0728	Declaration of Chris Bentley, 3/23/2011	Noninfringement	Richardson, Iain	Admitted 4/04/11
	Demonstrative Exhibits			
RDX-001	WITHDRAWN			WITHDRAWN
RDX-002	WITHDRAWN			WITHDRAWN
RDX-003	087 Patent, Claims 1 and 6	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-004	087 Patent, Claims 1 and 6	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-005	WITHDRAWN			WITHDRAWN
RDX-006	417 Patent, Claim 7	Noninfringement	Delp, Edward	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-007	417 Patent, Claim 12	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-008	417 Patent, Claim 12	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-009	417 Patent, Claim 15	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-010	417 Patent, Claim 15	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-011	417 Patent, Claim 23	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-012	417 Patent, Claim 23	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-013	WITHDRAWN			WITHDRAWN
RDX-014	978 Patent, Claim 11	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-015	WITHDRAWN			WITHDRAWN
RDX-016	978 Patent, Claim 14	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-017	WITHDRAWN			WITHDRAWN
RDX-018	978 Patent, Claim 16	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-019	WITHDRAWN			WITHDRAWN
RDX-020	WITHDRAWN			WITHDRAWN
RDX-021	WITHDRAWN			WITHDRAWN
RDX-022	146 Patent, Claim 4	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-023	WITHDRAWN			WITHDRAWN
RDX-024	WITHDRAWN			WITHDRAWN
RDX-025	WITHDRAWN			WITHDRAWN
RDX-026	146 Patent, Claims 13 and 16	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-027	WITHDRAWN			WITHDRAWN
RDX-028	WITHDRAWN			WITHDRAWN
RDX-029	WITHDRAWN			WITHDRAWN
RDX-030	WITHDRAWN			WITHDRAWN
RDX-031	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-032	WITHDRAWN			WITHDRAWN
RDX-033	WITHDRAWN			WITHDRAWN
RDX-034	WITHDRAWN			WITHDRAWN
RDX-035	WITHDRAWN			WITHDRAWN
RDX-036	WITHDRAWN			WITHDRAWN
RDX-037	WITHDRAWN			WITHDRAWN
RDX-038	WITHDRAWN			WITHDRAWN
RDX-039	12 Asserted Claims	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-040	WITHDRAWN			WITHDRAWN
RDX-041	The File Format Claims	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-042	Asserted Decoder Claims	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-043C	WITHDRAWN			WITHDRAWN
RDX-044C	WITHDRAWN			WITHDRAWN
RDX-045C	WITHDRAWN			WITHDRAWN
RDX-046	WITHDRAWN			WITHDRAWN
RDX-047	WITHDRAWN			WITHDRAWN
RDX-048	WITHDRAWN			WITHDRAWN
RDX-049	WITHDRAWN			WITHDRAWN
RDX-050	The ^{REDACTED} Codec Cannot Encode an Image with a Header	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-051C	The NVIDIA GPU Does Not Generate and Map Quantized Image Data Values	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-052C	WITHDRAWN			WITHDRAWN
RDX-053C	WITHDRAWN			WITHDRAWN
RDX-054C	The NVIDIA GPU Does Not Generate and Map Quantized Image Data Values	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-055C	WITHDRAWN			WITHDRAWN
RDX-056	The S3G Method: Encoding	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-057	The S3G Method: Decoding	Noninfringement	Delp, Edward	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Info Evidence	Sponsoring Witness	Status
RDX-058	The PVRTC Method: Encoding	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-059	The PVRTC Method: Decoding	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-060	Apple Remedy and Bond	Domestic Industry; Remedy	Hausman, Jerry	Admitted 4/6/11
RDX-061	WITHDRAWN			WITHDRAWN
RDX-062	WITHDRAWN			WITHDRAWN
RDX-063	Percentage Calculation	Domestic Industry; Remedy	Hausman, Jerry	Admitted 4/6/11
RDX-064	Exemplar Products - iOS Devices	Domestic Industry; Remedy	Hausman, Jerry	Admitted 4/6/11
RDX-065	Exemplar Products - Mac Computers	Domestic Industry; Remedy	Hausman, Jerry	Admitted 4/6/11
RDX-066	WITHDRAWN			WITHDRAWN
RDX-067	WITHDRAWN			WITHDRAWN
RDX-068	WITHDRAWN			WITHDRAWN
RDX-069	WITHDRAWN			WITHDRAWN
RDX-070	WITHDRAWN			WITHDRAWN
RDX-071	WITHDRAWN			WITHDRAWN
RDX-072	WITHDRAWN			WITHDRAWN
RDX-073	WITHDRAWN			WITHDRAWN
RDX-074	WITHDRAWN			WITHDRAWN
RDX-075	Table of Licenses	Domestic Industry; Remedy	Hausman, Jerry	Admitted 4/6/11
RDX-076	WITHDRAWN			WITHDRAWN
RDX-077	WITHDRAWN			WITHDRAWN
RDX-078	WITHDRAWN			WITHDRAWN
RDX-079	WITHDRAWN			WITHDRAWN
RDX-080	WITHDRAWN			WITHDRAWN
RDX-081	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-082	Apple's Hoffert Patent Issued 6 Years Before Filing of S3 Patents	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-083	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-084	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-085	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-086	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-087	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-088	Hoffert Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-089	Hoffert Patent Anticipates '417 Claim 7	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-090	Hoffert Patent Anticipates '417 Claim 15	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-091	Hoffert Patent Anticipates '146 Claim 4	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-092	Hoffert Patent Anticipates '978 Claim 16	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-093	Hoffert Patent Anticipates '417 Claim 12	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-094	Hoffert Patent Anticipates '417 Claim 23	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-095	Hoffert Patent Anticipates '087 Claim 1	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-096	Hoffert Patent Anticipates '087 Claim 6	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-097C	WITHDRAWN			WITHDRAWN
RDX-098C	WITHDRAWN			WITHDRAWN
RDX-099C	WITHDRAWN			WITHDRAWN
RDX-100C	QuickTime Anticipates '417 Claim 7	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-101	WITHDRAWN			WITHDRAWN
RDX-102	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-103	WITHDRAWN			WITHDRAWN
RDX-104	WITHDRAWN			WITHDRAWN
RDX-105	WITHDRAWN			WITHDRAWN
RDX-106	WITHDRAWN			WITHDRAWN
RDX-107	WITHDRAWN			WITHDRAWN
RDX-108	SGI's Drebin Patent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-109	Drebin Was First to Invent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-110	Drebin Patent Anticipates '417 Claim 7	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-111	Drebin Patent Anticipates '417 Claim 15	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-112	Drebin Patent Anticipates '146 Claim 4	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-113	Drebin Patent Anticipates '146 Claim 13	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-114	The S3G Patents Used Known Best Fit Line Technique to Approximate Colors	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-115	Drebin Patent Anticipates '146 Claim 16	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-116	Drebin Teaches Mapping an Alpha Value to a Predefined Index	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-117	Drebin Patent Anticipates '978 Claim 11	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-118	Drebin Patent Anticipates '978 Claim 14	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-119	Drebin Patent Anticipates '978 Claim 16	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-120	Drebin Patent Anticipates '417 Claim 12	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-121	Drebin Patent Anticipates '417 Claim 23	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-122	Drebin Patent Anticipates '087 Claim 1	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-123	Drebin Patent Anticipates '087	Invalidity	Delp, Edward	Admitted

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
	Claim 6			4/7/2011
RDX-124	Compressed Images with Headers Were Ubiquitous By 1997	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-125	WITHDRAWN			WITHDRAWN
RDX-126	WITHDRAWN			WITHDRAWN
RDX-127	WITHDRAWN			WITHDRAWN
RDX-128	WITHDRAWN			WITHDRAWN
RDX-129	"Header" Limitations	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-130	QuickTime Compressed Original Images with Headers	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-131	QuickTime Compressed Original Images with Headers	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-132C	QuickTime Decomposed the Header from the Original Image Data	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-133	WITHDRAWN			WITHDRAWN
RDX-134C	QuickTime Created Compressed Images with Headers	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-135	WITHDRAWN			WITHDRAWN
RDX-136C	QuickTime Modified the Compressed Image Header	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-137	WITHDRAWN			WITHDRAWN
RDX-138C	QuickTime Dccomposed the Header from the Compressed Image	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-139	WITHDRAWN			WITHDRAWN
RDX-140	WITHDRAWN			WITHDRAWN
RDX-141	WITHDRAWN			WITHDRAWN
RDX-142	WITHDRAWN			WITHDRAWN
RDX-143	Header Limitations Are Inherent in Drebin	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-144	WITHDRAWN			WITHDRAWN
RDX-145	"Block Type" Limitations	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-146	Plain Meaning of "Block Type"	Invalidity	Delp, Edward	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Info Evidence	Sponsoring Witness	Status
RDX-147	WITHDRAWN			WITHDRAWN
RDX-148	Hoffert Refers to Different Types of Blocks	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-149	Hoffert Identifies a "Block Type"	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-150	WITHDRAWN			WITHDRAWN
RDX-151	WITHDRAWN			WITHDRAWN
RDX-152C	WITHDRAWN			WITHDRAWN
RDX-153	WITHDRAWN			WITHDRAWN
RDX-154	Drebin Teaches Different Block Types	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-155	WITHDRAWN			WITHDRAWN
RDX-156	WITHDRAWN			WITHDRAWN
RDX-157	Hoffert Teaches a Fixed-Rate Codec	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-158	WITHDRAWN			WITHDRAWN
RDX-159C	WITHDRAWN			WITHDRAWN
RDX-160	WITHDRAWN			WITHDRAWN
RDX-161	Drebin Taught Fixed-Rate Compression	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-162	Disputed Features Are in the Prior Art	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-162a	WITHDRAWN			WITHDRAWN
RDX-163	WITHDRAWN			WITHDRAWN
RDX-164	WITHDRAWN			WITHDRAWN
RDX-165	WITHDRAWN			WITHDRAWN
RDX-166	Obvious Combinations for Headers	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-167	WITHDRAWN			WITHDRAWN
RDX-168	WITHDRAWN			WITHDRAWN
RDX-169	WITHDRAWN			WITHDRAWN
RDX-170	WITHDRAWN			WITHDRAWN
RDX-171	WITHDRAWN			WITHDRAWN
RDX-172	Normile Disclosed Headers	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-173	Hoffert and Normile Obviousness	Invalidity	Delp, Edward	Admitted

Exhibit No.	Brief Description/Title	Purpose For Offering Info Evidence	Sponsoring Witness	Status
				4/7/2011
RDX-174	The Examiner Found Normile Taught the "Header Portion" of Claim 16 of '978 Patent	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-175	WITHDRAWN			WITHDRAWN
RDX-176	Obvious Combinations for Best Fit Line	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-177	Knittel Disclosed Selecting Colors Using a Known Best Fit Line Technique	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-178	WITHDRAWN			WITHDRAWN
RDX-179	WITHDRAWN			WITHDRAWN
RDX-180	Knittel and Hoffert Each Taught Improvements to CCC	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-181	Knittel and Hoffert Each Taught Improvements to CCC	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-182	Obvious Combinations for Transparency	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-183	WITHDRAWN			WITHDRAWN
RDX-184	Hoffert + Knittel Renders '146 Claim 13 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-185	Hoffert + Knittel + GIF89a Renders '146 Claim 16 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-186	Hoffert + Knittel + Amiga Renders '146 Claim 16 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-187	Hoffert + Knittel + Adler Renders '146 Claim 16 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-188	WITHDRAWN			WITHDRAWN
RDX-189	WITHDRAWN			WITHDRAWN
RDX-190	WITHDRAWN			WITHDRAWN
RDX-191	WITHDRAWN			WITHDRAWN
RDX-192	WITHDRAWN			WITHDRAWN
RDX-193	Hoffert + GIF89a Renders '978 Claim 11 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-194	Hoffert + Amiga Renders '978 Claim 11 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-195	Hoffert + Adler Renders '978 Claim 11 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-196	Hoffert + Knittel Renders the '978 Claim 14 Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-197	WITHDRAWN			WITHDRAWN
RDX-198	WITHDRAWN			WITHDRAWN
RDX-199	Index to Transparency Identifier GIF89a	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-200	Index to Transparency Identifier Amiga	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-201	Index to Transparency Identifier Adler	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-202	WITHDRAWN			WITHDRAWN
RDX-203	WITHDRAWN			WITHDRAWN
RDX-204	WITHDRAWN			WITHDRAWN
RDX-205	WITHDRAWN			WITHDRAWN
RDX-206	WITHDRAWN			WITHDRAWN
RDX-207C	WITHDRAWN			WITHDRAWN
RDX-208C	WITHDRAWN			WITHDRAWN
RDX-209	WITHDRAWN			WITHDRAWN
RDX-210C	WITHDRAWN			WITHDRAWN
RDX-211C	WITHDRAWN			WITHDRAWN
RDX-212C	WITHDRAWN			WITHDRAWN
RDX-213C	WITHDRAWN			WITHDRAWN
RDX-214C	WITHDRAWN			WITHDRAWN
RDX-215C	WITHDRAWN			WITHDRAWN
RDX-216C	WITHDRAWN			WITHDRAWN
RDX-217C	WITHDRAWN			WITHDRAWN
RDX-218C	WITHDRAWN			WITHDRAWN
RDX-219C	WITHDRAWN			WITHDRAWN
RDX-220C	WITHDRAWN			WITHDRAWN
RDX-221C	WITHDRAWN			WITHDRAWN
RDX-222	WITHDRAWN			WITHDRAWN
RDX-223	WITHDRAWN			WITHDRAWN
RDX-224	Encoder Summary	Invalidity	Delp, Edward	Admitted

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
				4/7/2011
RDX-225	WITHDRAWN			WITHDRAWN
RDX-226C	Covenant Not to Sue NVIDIA Customers	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-227	WITHDRAWN			WITHDRAWN
RDX-228	087 Decoding Decoding Claims 1 & 6 NVIDIA GPU Infringement Analysis	Noninfringement	Richardson, Iain	Admitted 4/4/2011
RDX-229	WITHDRAWN			WITHDRAWN
RDX-230	WITHDRAWN			WITHDRAWN
RDX-231	WITHDRAWN			WITHDRAWN
RDX-232	WITHDRAWN			WITHDRAWN
RDX-233	WITHDRAWN			WITHDRAWN
RDX-234	WITHDRAWN			WITHDRAWN
RDX-235	WITHDRAWN			WITHDRAWN
RDX-236	WITHDRAWN			WITHDRAWN
RDX-237	978 Data Format Claims 11, 14, 16 NVIDIA GPU Infringement Analysis	Noninfringement	Richardson, Iain	Admitted 4/4/2011
RDX-238	WITHDRAWN			WITHDRAWN
RDX-239	WITHDRAWN			WITHDRAWN
RDX-240	WITHDRAWN			WITHDRAWN
RDX-241	WITHDRAWN			WITHDRAWN
RDX-242	WITHDRAWN			WITHDRAWN
RDX-243	NVIDIA Driver Source Code Timeline	Noninfringement	Richardson, Iain	Admitted 4/4/2011
RDX-244	WITHDRAWN			WITHDRAWN
RDX-245	WITHDRAWN			WITHDRAWN
RDX-250	Claims Anticipated by Hoffert	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-251	Claims Anticipated by QuickTime	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-252	Claims Anticipated by Drebin	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-253	Anticipation of Asserted Claims	Invalidity	Delp, Edward	Admitted

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
				4/7/2011
RDX-254	WITHDRAWN			WITHDRAWN
RDX-255C	Reference to Schedule 3.14(c)(ii)	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-256C	Reference to Schedule 3.14(c)(ii)	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-257C	Reference to Schedule 3.14(c)(ii)	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-258C	Reference to Schedule 3.14(c)(ii)	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-259	WITHDRAWN			WITHDRAWN
RDX-260	Asserted Claims Are Obvious	Invalidity	Delp, Edward	Admitted 4/7/2011
RDX-301	WITHDRAWN			WITHDRAWN
RDX-302	WITHDRAWN			WITHDRAWN
RDX-303	WITHDRAWN			WITHDRAWN
RDX-304	WITHDRAWN			WITHDRAWN
RDX-305	WITHDRAWN			WITHDRAWN
RDX-306	WITHDRAWN			WITHDRAWN
RDX-307	WITHDRAWN			WITHDRAWN
RDX-308	WITHDRAWN			WITHDRAWN
RDX-309	WITHDRAWN			WITHDRAWN
RDX-310	WITHDRAWN			WITHDRAWN
RDX-311	WITHDRAWN			WITHDRAWN
RDX-312	WITHDRAWN			WITHDRAWN
RDX-313	WITHDRAWN			WITHDRAWN
RDX-314	WITHDRAWN			WITHDRAWN
RDX-315	WITHDRAWN			WITHDRAWN
RDX-316	WITHDRAWN			WITHDRAWN
RDX-317	WITHDRAWN			WITHDRAWN
RDX-318	WITHDRAWN			WITHDRAWN
RDX-319	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-320	WITHDRAWN			WITHDRAWN
RDX-321	WITHDRAWN			WITHDRAWN
RDX-322	WITHDRAWN			WITHDRAWN
RDX-323	WITHDRAWN			WITHDRAWN
RDX-324	WITHDRAWN			WITHDRAWN
RDX-325	WITHDRAWN			WITHDRAWN
RDX-326	WITHDRAWN			WITHDRAWN
RDX-327	WITHDRAWN			WITHDRAWN
RDX-328	WITHDRAWN			WITHDRAWN
RDX-329	WITHDRAWN			WITHDRAWN
RDX-330	WITHDRAWN			WITHDRAWN
RDX-331	WITHDRAWN			WITHDRAWN
RDX-332	WITHDRAWN			WITHDRAWN
RDX-333	WITHDRAWN			WITHDRAWN
RDX-334	WITHDRAWN			WITHDRAWN
RDX-335	WITHDRAWN			WITHDRAWN
RDX-351	WITHDRAWN			WITHDRAWN
RDX-352	WITHDRAWN			WITHDRAWN
RDX-353	WITHDRAWN			WITHDRAWN
RDX-354	WITHDRAWN			WITHDRAWN
RDX-355	WITHDRAWN			WITHDRAWN
RDX-356	WITHDRAWN			WITHDRAWN
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RDX-359	WITHDRAWN			WITHDRAWN
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RDX-362	WITHDRAWN			WITHDRAWN
RDX-363	WITHDRAWN			WITHDRAWN
RDX-364	WITHDRAWN			WITHDRAWN
RDX-365	WITHDRAWN			WITHDRAWN
RDX-366	WITHDRAWN			WITHDRAWN
RDX-367	WITHDRAWN			WITHDRAWN
RDX-368	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-369	WITHDRAWN			WITHDRAWN
RDX-370	WITHDRAWN			WITHDRAWN
RDX-371	WITHDRAWN			WITHDRAWN
RDX-372	WITHDRAWN			WITHDRAWN
RDX-373	WITHDRAWN			WITHDRAWN
RDX-374	WITHDRAWN			WITHDRAWN
RDX-375	WITHDRAWN			WITHDRAWN
RDX-376	WITHDRAWN			WITHDRAWN
RDX-377	WITHDRAWN			WITHDRAWN
RDX-378	WITHDRAWN			WITHDRAWN
RDX-379	WITHDRAWN			WITHDRAWN
RDX-380	WITHDRAWN			WITHDRAWN
RDX-381	WITHDRAWN			WITHDRAWN
RDX-382	WITHDRAWN			WITHDRAWN
RDX-383C	S3-NVIDIA Term Sheet Re. Patent Cross-License	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-384C	S3G Benefited from NVIDIA Cross-License	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-385C	S3 Knows NVIDIA Has a License	Licensing, Patent Exhaustion	Weng, Ken	Admitted 3/30/11
RDX-386	WITHDRAWN			WITHDRAWN
RDX-387	WITHDRAWN			WITHDRAWN
RDX-388	WITHDRAWN			WITHDRAWN
RDX-389	WITHDRAWN			WITHDRAWN
RDX-390	WITHDRAWN			WITHDRAWN
RDX-391	WITHDRAWN			WITHDRAWN
RDX-401aC	S3G Patents Quantize or Reduce the Number of Colors	Invalidity	Delp, Edward	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-401C	S3G Patents Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-402C	PVRTC Does Not Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-403C	PVRTC Does Not Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-404C	WITHDRAWN			WITHDRAWN
RDX-405C	PVRTC Does Not Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-406C	WITHDRAWN			WITHDRAWN
RDX-408c	Not Original Image Values	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-409C	No Quantized Image Data Values	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-410C	Calculate Per Pixel	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-411C	Calculate Per Pixel	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-412C	PVRTC Does Not Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-413C	WITHDRAWN			WITHDRAWN
RDX-414C	PVRTC Does Not Quantize or Reduce the Number of Colors	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-415C	WITHDRAWN			WITHDRAWN
RDX-416C	Dr. Bystrom's Analysis is Flawed	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-417C	Dr. Bystrom's Analysis is Flawed	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-418C	Dr. Bystrom's Analysis is Flawed	Noninfringement	Delp, Edward	Admitted 4/7/2011
RDX-420C	WITHDRAWN			WITHDRAWN
RDX-421C	WITHDRAWN			WITHDRAWN
RDX-422	WITHDRAWN			WITHDRAWN


Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-423	WITHDRAWN			WITHDRAWN
RDX-424	WITHDRAWN			WITHDRAWN
RDX-425	WITHDRAWN			WITHDRAWN
RDX-426	WITHDRAWN			WITHDRAWN
RDX-427	WITHDRAWN			WITHDRAWN
RDX-428	WITHDRAWN			WITHDRAWN
RDX-429	WITHDRAWN			WITHDRAWN
RDX-430	WITHDRAWN			WITHDRAWN
RDX-431	WITHDRAWN			WITHDRAWN
RDX-432	WITHDRAWN			WITHDRAWN
RDX-432C	WITHDRAWN			WITHDRAWN
RDX-433C	WITHDRAWN			WITHDRAWN
RDX-434	Hoffert Patent Anticipates '417 Claim 7	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-435	Hoffert Patent Anticipates '417 Claim 15	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-436	Hoffert Patent Anticipates '146 Claim 4	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-437	Hoffert Patent Anticipates '978 Claim 16	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-438	Hoffert Patent Anticipates '417 Claim 12	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-439	Hoffert Patent Anticipates '417 Claim 23	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-440	Hoffert Patent Anticipates '087 Claim 1	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-441	Hoffert Patent Anticipates '087 Claim 6	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-442	S3G's Purported "Novelty" Over Hoffert	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-443	S3G's Purported "Novelty" Over Hoffert	Invalidity	Richardson, Iain	Admitted 4/7/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RDX-444	S3G's Purported "Novelty" Over Hoffert	Invalidity	Richardson, Iain	Admitted 4/7/2011
RDX-445	WITHDRAWN			WITHDRAWN
RDX-446	WITHDRAWN			WITHDRAWN
RDX-447	Intel CPU with Integrated Graphics	Licensing, Patent Exhaustion	Lippman, Andrew	Admitted 4/7/2011
RDX-448	WITHDRAWN			WITHDRAWN
RDX-450	Demonstrative created by A. Kan during testimony 4/6/2011	Noninfringement	Kan, Alex	Admitted 4/7/2011
RDX-451	WITHDRAWN			WITHDRAWN
	Physical Exhibits			
RPX-001	To New Horizons: Ephemeral Films 1931-1945 (CD) HOFFERT0000301	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RPX-002	Poetry in Motion, QuickTime (CD) HOFFERT0000302	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RPX-003	You Can't Get There From Here: Ephemeral Films 1946-1960 (CD) HOFFERT0000303	Invalidity	Hoffert, Eric	Admitted 4/4/2011
RPX-004	WITHDRAWN			WITHDRAWN
RPX-005	QuickTime 1.0 CD [APPLES3G02237294]	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Rejected (Order No. 43)
RPX-006	WITHDRAWN			WITHDRAWN
RPX-007	WITHDRAWN			WITHDRAWN
RPX-008	WITHDRAWN			WITHDRAWN
RPX-009	WITHDRAWN			WITHDRAWN
RPX-010	QuickTime Starter Kit	Invalidity	Batson, James; Hoffert, Eric; Delp, Edward	Admitted 4/4/2011
RPX-011	WITHDRAWN			WITHDRAWN

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
RPX-012	Quick Time – Apple WorldWide Developers Conference (Video), 1991 [APPLES3G001398550]	Invalidity	Casanova, Frank, Batson, James, Hoffert, Eric	Admitted 4/4/2011
RPX-013	WITHDRAWN			WITHDRAWN
RPX-014	WITHDRAWN			WITHDRAWN
RPX-015	WITHDRAWN			WITHDRAWN
RPX-016	WITHDRAWN			WITHDRAWN
RPX-017	WITHDRAWN			WITHDRAWN
RPX-018	WITHDRAWN			WITHDRAWN
RPX-019	WITHDRAWN			WITHDRAWN
RPX-020	WITHDRAWN			WITHDRAWN
RPX-021	WITHDRAWN			WITHDRAWN
RPX-022	WITHDRAWN			WITHDRAWN
RPX-023	MacBook Air 13-Inch	Noninfringement; License; Patent Exhaustion; Remedy	Casanova, Frank; Kan, Alex; Sandmel, Jeremy; Haun, C.K.; Hendry, Ian; Batson, James; Drebin, Robert	Admitted 4/4/2011
RPX-024	WITHDRAWN			WITHDRAWN
RPX-025	WITHDRAWN			WITHDRAWN
RPX-026	WITHDRAWN			WITHDRAWN
RPX-027	iPad 2	Noninfringement; License; Patent Exhaustion; Remedy	Casanova, Frank; Kan, Alex; Sandmel, Jeremy; Haun, C.K.; Hendry, Ian; Batson, James;	Admitted 4/4/2011

Exhibit No.	Brief Description/Title	Purpose For Offering Into Evidence	Sponsoring Witness	Status
			Drebin, Robert	
RPX-028	iPhone 4G	Noninfringement; License; Patent Exhaustion; Remedy	Casanova, Frank; Kan, Alex; Sandmel, Jeremy; Haun, C.K.; Hendry, Ian; Batson, James; Drebin, Robert	Admitted 4/4/2011
RPX-029	WITHDRAWN			WITHDRAWN
RPX-030	iPod Touch	Noninfringement; License; Patent Exhaustion; Remedy	Casanova, Frank; Kan, Alex; Sandmel, Jeremy; Haun, C.K.; Hendry, Ian; Batson, James; Drebin, Robert	Admitted 4/4/2011
RPX-031	WITHDRAWN			WITHDRAWN

Dated: April 8, 2011

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UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Administrative Law Judge
Hon. E. James Gildea

In the Matter of

CERTAIN ELECTRONIC DEVICES
WITH IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

Investigation No. 337-TA-724

PARTIES' JOINT FINAL EXHIBIT LIST

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-1	Certified Copy of U.S. Patent No. 7,043,087	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-2	Certified Copy of U.S. Patent No. 6,775,417	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-3	Certified Copy of U.S. Patent No. 6,683,978	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-4	Certified Copy of U.S. Patent No. 6,658,146	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-5	Certified Copy of U.S. Patent No. 7,043,087 Prosecution History	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-6	Certified Copy of U.S. Patent No. 6,775,417 Prosecution History	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-7	Certified Copy of U.S. Patent No. 6,683,978 Prosecution History	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-8	Certified Copy of U.S. Patent No. 6,658,146 Prosecution History	Bystrom Richardson Weng Delp	Infringement; Domestic Industry; Validity; Claim Construction; Noninfringement; Invalidity; License; Patent Exhaustion; Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-9	U.S. Patent No. 5,946,431	Richardson Delp	Validity; Invalidity	ADMITTED 3/31/2011
JX-10	U.S. Patent No. 5,946,431 Prosecution History	Richardson Delp	Validity; Invalidity; Claim Construction	ADMITTED 3/31/2011
JX-11	EXT_texture_compression_s3tc	Hendry Richardson Delp Domingo Hyman Sandmel Toksvig Ferraro Spangler	Infringement; Noninfringement; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-12	Apple website page entitled "iPod touch, Even more Ways to Play" dated 4/7/2009	Casanova Bystrom Richardson Haun	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-13	Screenshot from an Apple Developer's Connection	Casanova Bystrom Richardson Haun	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-14C	Term Sheet between NVIDIA and S3 Inc., 2/1/2000	Domingo S3G Weng Schoettelkotte	License; Patent Exhaustion; Rebut Affirmative Defenses	ADMITTED 3/30/2011
JX-15C	iTunes Connect Developer Guide dated 6/14/2010	Haun Bystrom	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-16	iPhone Developer Program License Agreement	Haun Bystrom	Infringement; Noninfringement	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-17C	Presentation: Firenze Flow re MacApps, from code to customer, 9/22/2010	Haun Bystrom	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-18	Apple, Inc, SEC Form 10-K Filing, for the fiscal year ended September 25, 2010	Schoettelkotte Smith Hausman	Domestic Industry Remedy	ADMITTED 3/31/2011
JX-19C	Patent Cross License Agreement Between S3 Incorporated and Intel Corporation dated 12/16/1998	Weng Schoettelkotte Simon Hausman	Remedy; License; Patent Exhaustion; Rebut Affirmative Defenses	ADMITTED 3/31/2011
JX-20	Apple Website "Which Mac is right for you?" dated 2/18/2011	Hendry Richardson Sandmel	Infringement; Noninfringement; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-21	Apple Website, "MacBook Pro" dated 2/18/2011	Hendry Richardson Sandmel	Infringement; Noninfringement; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-22	Apple Website, "MacBook Pro: How to set graphics performance"	Hendry Richardson Sandmel	Infringement; Noninfringement; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-23C	Change of Control Protection Proposal - Shareholding and Warrants"	Bystrom Metcalfe	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-24C	Subscription Agreement" between Apple and Imagination dated 12/18/2008	Bystrom Metcalfe	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-25C	Apple Financial Document, iTunes Store Sales in USA, subset of 17,400 items	Schoettelkotte Hausman Smith Haun	Remedy	ADMITTED 3/31/2011
JX-26C	Apple Financial Document, U.S. App Sales, Launch to 12, September 2010	Schoettelkotte Hausman Smith Haun	Remedy	ADMITTED 3/31/2011
JX-27C	Exhibit 17: Comparison of Revenue and Downloads for Apps and Music (Smith 15)	Schoettelkotte Hausman Smith	Remedy	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-28C	S3 2000/4 Book 1	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-29C	S3 2000/4 Book 2	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-30C	S3 2000/4 Book 3	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-31C	S3 Book 1	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/30/2011
JX-32C	S3 Book 2	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/30/2011
JX-33C	S3 Book 3	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/30/2011
JX-34C	S3 Book 4	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/30/2011
JX-35C	S3 Closing 1/4	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-36C	S3 Closing 2/4	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-37C	S3 Closing 3/4	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-38C	S3 Closing 4/4	Schoettelkotte Weng Hausman	Domestic Industry; License; Patent Exhaustion	ADMITTED 3/31/2011
JX-39C	Contract Services Agreement, VIA & S3G	Schoettelkotte Weng Hausman	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-40C	PowerVR Technology Notes on Changes to 2BPP PVR-TC	Fenney Bystrom Kan Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-41C	Document entitled Additional notes on PVRTC texture encoding	Fenney Bystrom Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-42	Article: Texture Compression Low-Frequency Signal Modulation	Bystrom Richardson Kan Fenney Iourcha Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-43C	Draft: Texture Compression using Low-Frequency Signal Modulation dated 2003	Fenney Bystrom Kan Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-44C	E-mail re Graphics hardware dated 5/20/2003	Fenney Bystrom Iourcha Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-45C	E-mail dated 5/23/2003	Fenney Bystrom Iourcha Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-46C	Texture Compression using Low-Frequency Signal Modulation (PVR-TC) dated 2003	Fenney Bystrom Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-47	UK Patent GB2 417 384 B (Fenney)	Fenney Sandmel Bystrom Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-48	OpenGL ES Programming Guide for iPhone OS, Graphics & Animation: 3D Drawing dated 1/20/2010	Kan Bystrom Sandmel Delp	Infringement; Noninfringement	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-49	U.S. Patent No. 7,385,611 to Toksvig, et al.	Richardson Toksvig Delp	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-50	Tororg, J. - Talisman: Commodity Realtime 3D Graphics for the PC	Richardson Delp	Validity; Invalidity	ADMITTED 3/31/2011
JX-51C	SGX535 - Technical Reference Manual dated 12/2010/2007	Bystrom Kan Delp Drebin Sandmel	Infringement; Noninfringement	ADMITTED 3/31/2011
JX-52C	S3 Graphics Co., Ltd. and S3 Graphics, Inc. License Agreement	Schoettelkotte Weng	Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-53C	Deposition Designations of John Rosasco, 2/16/2011	Richardson Rosasco	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-54C	Deposition Designations of Jeremy Sandmel, 2/17/2011	Richardson Sandmel	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-55C	Deposition Designations of Jeremy Sandmel, 12/2/2010	Richardson Bystrom Sandmel	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-56C	Deposition Designations of Ian Hendry, 2/18/2011	Hendry Richardson Bystrom	Infringement; License; Patent Exhaustion; Noninfringement	ADMITTED 4/7/2011
JX-57C	Deposition Designations of Steven Spangler, 12/3/2010	Spangler Richardson Bystrom	Infringement; Noninfringement	ADMITTED 4/7/2011
JX-58C	Deposition Designations of Michael J. Toksvig, 2/16/2011	Richardson Toksvig	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-59C	Deposition Designations of Frank Casanova dated 11/16/2010	Casanova Schoettelkotte Richardson	Remedy; Validity; Noninfringement	ADMITTED 4/7/2011
JX-60C	Deposition Designations of Richard Domingo (nVidia) dated 1/14/2011			WITHDRAWN

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-61C	Deposition Designations of Robert Drebin dated 11/19/2010	Bystrom Richardson Drebin	Infringement; Validity; Noninfringement; Invalidity	ADMITTED 4/4/2011
JX-62C	Deposition Designations of Simon Fenney dated 12/2/2010			WITHDRAWN
JX-63C	Deposition Designations of C.K. Haun dated 1/25/2011	Bystrom Richardson Haun	Infringement; Noninfringement; Remedy	ADMITTED 4/4/2011
JX-64C	Deposition Designations of Richard Hyman (nVidia) dated 1/13/2011	Bystrom Richardson Hyman	Infringement; License; Patent Exhaustion	ADMITTED 4/7/2011
JX-65C	Deposition Designations of Alex Kan dated 11/17/2010	Bystrom Richardson Kan	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-66C	Deposition Designations of Evan McMahon (Veiled Games) dated 12/28/2010	Bystrom Richardson McMahon	Infringement; Validity; Noninfringement; Invalidity	ADMITTED 4/4/2011
JX-67C	Deposition Designations of John Metcalfe (Imagination) dated 12/2/2010	Bystrom Richardson Schoettelkotte Metcalfe	Infringement; Remedy; Validity; Noninfringement; Invalidity	ADMITTED 4/7/2011
JX-68C	Deposition Designations of Todd Oseth (Intermap) dated 12/21/2010	Bystrom Richardson Oseth	Infringement; Validity; Noninfringement; Invalidity	ADMITTED 4/4/2011
JX-69C	Deposition Designations of Jeffrey Wright (Veiled Games) dated 12/28/2010	Bystrom Richardson Wright	Infringement; Validity; Noninfringement; Invalidity	ADMITTED 4/4/2011
JX-70C	Deposition Designations of Douglas Smith dated 2/16/2011			WITHDRAWN
JX-71C	Deposition Designations of Ken Weng, 11/19/2010	Weng Schoettelkotte Richardson	Counter to RX-0603C; Noninfringement; Invalidity; Domestic Industry; License; Patent Exhaustion; Remedy	ADMITTED 4/7/2011
JX-72C	Deposition Designations of Melody Chao, 11/30/2010			WITHDRAWN

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-73C	Deposition Designations of Mark Peercy, 11/29/2010			WITHDRAWN
JX-74C	Deposition Designations of David Simon, 12/28/2010			WITHDRAWN
JX-75C	Deposition Designations of Konstantine Iourcha, 10/28/2010	Iourcha Richardson	Counter to RX-0614C; Noninfringement; Invalidity	ADMITTED 4/7/2011
JX-77C	Deposition Designations of Eric Hoffert, 2/21/2010			WITHDRAWN
JX-78	S3G Website: "About S3Graphics"- http://www.s3graphics.com/en/company/index.aspx	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/30/2011
JX-79C	Excerpt from S3 Closing Binder 2/4, January 3, 2001	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-80C	Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.'s Objections and Responses to Apple Inc.'s First Set of Interrogatories (No. 28), July 30, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-81C	"S3TC Boosts Speed & Image Quality"	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-82C	Excerpt from S3 Closing Binder Book 2, Schedule 3.14(a)(i), "Additional IP Assets"	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-83C	Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.'s Objections and Supplemental Responses to Apple Inc.'s Contention Interrogatories (Nos. 33-40, 42-49)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-84C	Letter from K. Weng to Nintendo Co., Ltd., April 1, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-85C	License Agreement between S3 Graphics Co., Ltd. and Nintendo Co., Ltd., September 10, 2009	Pursuant to JX-158C Richardson Schoettelkotte Weng Hausman	Domestic Industry; Validity; Remedy; License	ADMITTED 3/30/2011
JX-86C	License Agreement between S3 Graphics Co., Ltd. and Creative Technology Ltd., January 2004, and Amendment, June 2004	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-87C	License Agreement between VIA Technologies, Inc., S3 Graphics, Inc., and S3 Graphics Co., Ltd., May 1, 2003	Pursuant to JX-158C Schoettelkotte Weng Hausman	Domestic Industry; Remedy; License	ADMITTED 3/30/2011
JX-88C	License Agreement between S3 Graphics Co., Ltd., S3 Graphic, Inc., and Sony Computer Entertainment America Inc., July 2004	Pursuant to JX-158C Schoettelkotte Weng Hausman	Domestic Industry; Remedy; License	ADMITTED 3/30/2011
JX-89C	License Agreement between S3 Graphics Co., Ltd., S3 Graphic, Inc., and Sony Computer Entertainment America Inc., July 2005	Pursuant to JX-158C Schoettelkotte Weng Hausman	Domestic Industry; Remedy	ADMITTED 3/30/2011
JX-90C	S3 Graphics, Inc. Fremont Lease	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-91C	First Amendment to S3 Graphics, Inc. Fremont Lease	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-92C	Extension to S3 Graphics, Inc. Fremont Lease	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-93C	Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.'s Objections and Second Supplemental Responses to Apple Inc.'s Contention Interrogatories (No. 33)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-94C	S3 Graphics, Inc. Fremont Tenant Ledger	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-95C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY05	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-96C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY06	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-97C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY07	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-98C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY08	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-99C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY09	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-100C	S3 Graphics, Inc. Balance Sheet & Income Statement, FY10	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-101C	S3 Graphics Inc. Salary & Benefits Spreadsheet, 2007	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-102C	S3 Graphics Inc. Salary & Benefits Spreadsheet, 2008	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-103C	S3 Graphics Inc. Salary & Benefits Spreadsheet, 2009	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-104C	S3 Graphics Inc. Salary & Benefits Spreadsheet, 2010	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-105C	S3 Graphics, Inc. Assets Acquired Information, January 2001-October 2010	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-106C	S3 Graphics, Inc. List of Leasehold Improvements	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-107C	Leasehold Improvement #191, A/C Unit	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-108C	Leasehold Improvement #195, Final Payment A/C Unit	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-109C	Leasehold Improvement #196, New Compressor & Fun Motor	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-110C	Leasehold Improvement #225, Server Rack Seismic Restrain	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-111C	Leasehold Improvement #233, Exhaust Fan in Lab	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-112C	Leasehold Improvement #292, Electrical Panel and Circuits for SQA lab	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-113C	S3 Graphics, Inc. Redmond Lease	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-114C	S3 Graphics, Inc. Redmond Lease, First Amendment	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-115C	S3 Graphics, Inc. Redmond Lease, Third Amendment	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-116C	S3 Graphics, Inc. Redmond Tenant Ledger	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-117C	License Agreement between S3 Incorporated and Microsoft Corporation, October 1, 1997	Pursuant to JX-158C Schoettelkotte Weng Hausman	Domestic Industry; Remedy; License	ADMITTED 3/30/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-118C	License Agreement between S3 Graphics, Inc. and STMicroelectronics, June 2001	Pursuant to JX-158C Schoettelkotte Weng Hausman	Domestic Industry; Remedy; License	ADMITTED 3/30/2011
JX-119C	Exemplary Support and Repair Documents	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-120C	Exemplary Research & Development Documents	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-121C	Exemplary Licensing Documents	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-122C	CD containing Aggregation of S3G Production Documents Demonstrating Domestic Industry Activities	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-123C	S3 Graphics Co., Ltd. Sales Analysis	Pursuant to JX-158C Schoettelkotte Weng	Domestic Industry	ADMITTED 3/31/2011
JX-124C	S3G Production Letter, October 13, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-125C	S3G Production Letter, October 20, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-126C	S3G Production Letter, November 3, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-127C	S3G Production Letter, November 10, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-128C	S3G Production Letter, November 16, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-129C	S3G Production Letter, November 24, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-130C	S3G Production Letter, November 29, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-131C	S3G Production Letter, November 30, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-132C	Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.'s Objections and Third Supplemental Responses to Apple Inc.'s First Set of Interrogatories (Nos 33, 35-40), November 30, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-133C	Respondent Apple Inc.'s Third Set of Interrogatories to Complainants S3 Graphics Co., Ltd., and S3 Graphics, Inc. (Nos. 75-92)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-134C	Joint Venture Agreement Between SONICblue and Via Technologies, Inc. Dated as of January 3, 2001	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-135	Exhibit 13 - Deposition of Melody Chao - S3G Website: http://www.s3graphics.com/en/products/class3.aspx?productId=13	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-136	S3G Website: "Product Overview"- http://www.s3graphics.com/en/products/index.aspx	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-137C	Email from Cox to de Blank Designating Topics dated November 15, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-138	S3G Website: "Contact S3 Graphics"- http://www.s3graphics.com/en/company/contact.aspx	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-139C	Complainants S3 Graphics Co., Ltd., and S3 Graphics, Inc.'s Objections and Supplemental Responses to Apple's Third Set of Interrogatories, (Nos. 75-92) November 30, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-140C	Complainants S3 Graphics Co., Ltd., and S3 Graphics, Inc.'s Objections and Responses to Apple's Fourth Set of Interrogatories (Nos. 93-103), November 29, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-141	Apple's Notice of Deposition of Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc., November 12, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-142	Apple's Notice of Deposition of Melody Chao, November 17, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-143	Apple's Notice of Deposition of Ken Weng, November 17, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-144	Apple's Notice Of Deposition of Chi Ouyang, November 17, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-145C	Email from Stanley Hua dated April 25, 2010	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-146C	Stock Purchase Agreement between S3 Graphics, WTI Investment International, Ltd. and VIABASE Co. Ltd.	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-147C	Page 1 to January 3, 2001 letter from Morris, Nichols, Arsht & Tunnell	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-148	S3G Website: http://www.s3graphics.com/en/products/class3.aspx?productId=9	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-149C	Contract Services Agreement between S3G Graphics, Inc. and VIA Technologies, Inc.	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-150C	Contract Services Agreement between S3G Graphics, Inc. and VIA Technologies, Inc.	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-151	VIA website: www.via.com.tw/en/company	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-152	Letter from J. Cox to B. de Blank re Executed Verifications of Discovery Responses, January 4, 2011	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-153C	Ken Weng Deposition Designations, November 19, 2010 (Domestic Industry)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-154C	Melody Chao Deposition Designations, November 30, 2010 (Domestic Industry)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-155C	Chi Ouyang Deposition Designations, November 30, 2010 (Domestic Industry)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-156C	Melody Chao Deposition Designations, December 29, 2010 (Domestic Industry)	Pursuant to JX-158C	Domestic Industry	ADMITTED 3/31/2011
JX-157C	Joint Stipulation on Importation (February 2, 2011)		Stipulation	ADMITTED 3/31/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-158C	Joint Stipulation Regarding Economic Prong Evidence in Light of Order No. 29 (March 18, 2011)		Stipulation	ADMITTED 3/31/2011
JX-159C	Joint Stipulation Regarding Asserted Claims and Accused Products (March 7, 2011)		Stipulation	ADMITTED 3/31/2011
JX-160C	REDACTED	Delp Bystrom Fenney	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-161C	REDACTED	Delp Bystrom Fenney	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-162C	REDACTED	Fenney Delp Bystrom	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-163C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-165C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-166C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	WITHDRAWN
JX-168C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	WITHDRAWN
JX-169C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	WITHDRAWN
JX-170C	REDACTED	Fenney Bystrom Delp	Infringement; Noninfringement	WITHDRAWN
JX-171C	REDACTED	Delp Bystrom Kan	Infringement; Noninfringement	ADMITTED 4/4/2011

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-172C	REDACTED	Kan Bystrom Delp	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-173C	REDACTED	Kan Bystrom Delp	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-174C	Apple Source Code - REDACTED	Kan Bystrom Delp	Infringement; Noninfringement	WITHDRAWN
JX-175C	REDACTED	Bystrom Delp	Infringement; Noninfringement	ADMITTED 4/4/2011
JX-176	Joint Stipulation Regarding Technology at Issue (November 1, 2010)		Stipulation	ADMITTED 3/31/2011
JX-1000	Expert Report of W. Todd Schoettelkotte (December 9, 2010)			WITHDRAWN
JX-1001C	Expert Report of Iain Richardson (December 9, 2010)			WITHDRAWN
JX-1002C	Initial Expert Report of Dr. Maja E. Bystrom Regarding Infringement of Asserted Claims in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 (December 9, 2010)			WITHDRAWN
JX-1003C	Expert Report of Dr. Andrew B. Lippman in Rebuttal of Expert Report of Jerry A. Hausman Regarding Licensing and Patent Exhaustion (December 29, 2010)			WITHDRAWN
JX-1004C	Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			WITHDRAWN
JX-1004a-C	Errata to Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			WITHDRAWN
JX-1005C	Rebuttal Expert Report of W. Todd Schoettelkotte (December 29, 2010)			WITHDRAWN

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-1006C	Supplemental Expert Report of Iain Richardson Regarding Domestic Industry Pursuant to Order No. 19 (February 18, 2011)			WITHDRAWN
JX-1007C	Supplemental Expert Report of Dr. Maja E. Bystrom Regarding Infringement of Asserted Claims in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 Pursuant to Order No. 19 (February 18, 2011)			WITHDRAWN
JX-1008C	Supplemental Expert Report of Iain Richardson in Rebuttal to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 18, 2011)			WITHDRAWN
JX-1009C	Expert Report of Iain Richardson Regarding Infringement of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Based on Use of S3TC/DXT Pursuant to Order No. 15 (February 22, 2011)			WITHDRAWN
JX-1010C	Second Supplemental Expert Report of Dr. Maja E. Bystrom (February 25, 2011)			WITHDRAWN
JX-1011C	Expert Report of Iain Richardson in Rebuttal to Supplemental Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 25, 2011)			WITHDRAWN
JX-1012C	Rebuttal Expert Report of Dr. Maja E. Bystrom Pursuant to Order No. 19 (February 25, 2011)			WITHDRAWN
JX-1013C	Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 9, 2010)			WITHDRAWN
JX-1013a-C	Errata to Expert Report of Edward J. Delp III, Ph.D. Regarding Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 9, 2010)			WITHDRAWN

Exhibit No.	Description	Sponsoring Witness	Purpose of Exhibit	Status
JX-1014C	Expert Report of Jerry A. Hausman Regarding Licensing and Patent Exhaustion (December 9, 2010)			WITHDRAWN
JX-1015C	Expert Report of Jerry A. Hausman Regarding Remedy (December 9, 2010)			WITHDRAWN
JX-1016C	Rebuttal Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 (December 29, 2010)			WITHDRAWN
JX-1017C	Rebuttal Expert Report of Richard Ferraro Regarding Domestic Industry (December 29, 2010)			WITHDRAWN
JX-1017a-C	Errata to Rebuttal Expert Report of Richard Ferraro Regarding Domestic Industry (December 29, 2010)			WITHDRAWN
JX-1018C	Rebuttal Expert Report of Jerry A. Hausman Regarding Domestic Industry (December 29, 2010)			WITHDRAWN
JX-1019C	Supplemental Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement and Invalidity of U.S. Patent Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 19 (February 18, 2011)			WITHDRAWN
JX-1020C	Supplemental Rebuttal Expert Report of Edward J. Delp III, Ph.D. Regarding Non-Infringement of U.S. Patents Nos. 7,043,087; 6,775,417; 6,658,146; and 6,683,978 Pursuant to Order No. 15 (February 28, 2011)			WITHDRAWN

Dated: April 8, 2011

Respectfully submitted,



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**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Hon. E. James Gildea
Administrative Law Judge**

In the Matter of

**CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE**

Investigation No. 337-TA-724

Final Complainants' *Markman* Exhibit List

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
CXM-05	Excerpts – "IEEE Standard Dictionary of Electrical and Electronic Term." 6th ed. (1996) (S3G00067747 - S3G00067751)	Claim Construction	Bystrom	CXM-05
CXM-06	Excerpts – Christopher Clapham, "The Concise Oxford dictionary of Mathematics," 2nd ed. (1996) (S3G00067752 - S3G00067755)	Claim Construction	Bystrom	CXM-06
CXM-07	Excerpts – Hugh Young & Roger Freedman, "University Physics" (S3G00067756 - S3G00067758)	Claim Construction	Bystrom	CXM-07
CXM-08	Expert Report of Dr. Maja E. Bystrom Regarding Construction of Disputed Terms in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 (S3G00067759 - S3G00067790)	Claim Construction	Bystrom	CXM-08

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
CXM-09	Fenney, Simon, <i>Texture Compression Using Low-Frequency Signal Modulation</i> , Graphics Hardware (2003) (S3G00005476 - S3G00005484)	Claim Construction	Bystrom	CXM-09
CXM-10	Rebuttal Expert Report of Dr. Maja E. Bystrom Regarding Construction of Disputed Terms in US Patent Nos. 6,658,146, 6,683,978, 6,775,417, and 7,043,087 (S3G00067973 - S3G00067996)	Claim Construction	Bystrom	CXM-10
CXM-11	Excerpts – U.S. Patent No. 6,683,987 Prosecution History, Amendment and Response C, March 4, 2003, at 8-9 (S3G00004105 - S3G00004119)	Claim Construction	Bystrom	CXM-11
CXM-12	Curriculum vitae of Maja E. Bystrom (S3G00067792 - S3G00067804)	Claim Construction	Bystrom	CXM-12
CXM-13	Excerpts Richardson, <i>Digital Video Communications</i> , 1997 (S3G00067925 - S3G00067937)	Claim Construction	Bystrom	CXM-13
CXM-14	Excerpts I. Richardson, <i>H.264 and MPEG-4 Video Compression</i> , 2003 (S3G00067939 - S3G00067948)	Claim Construction	Bystrom	CXM-14

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
CXM-15	E. Delp, <i>Image Compression Using Block Truncation Coding</i> , IEEE Transactions on Communications, Vol. COM-27, No. 9, September 1979 (S3G00067961 - S3G00067968)	Claim Construction	Bystrom	CXM-15
CXM-16	Excerpts from A.K. Jain, <i>Fundamentals of Digital Image Processing</i> , Prentice-Hall 1989 (S3G00067998 - S3G00068028)	Claim Construction	Bystrom	CXM-16
CXM-17	H.S. Malvar, <i>Lapped Transforms for Efficient Transform/Subband Coding</i> , IEEE Transactions on Acoustic Speech and Signal Processing, Vol. 38, No. 6, June 1990 (S3G00068030 - S3G00068039)	Claim Construction	Bystrom	CXM-17
CXM-18	M.Y. Shen et al., <i>Review of Postprocessing Techniques for Compression Artifact Removal</i> , Vol. 9, No. 1, March 1998 (S3G00068041 - S3G00068053)	Claim Construction	Bystrom	CXM-18

EXHIBIT 2

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Hon. E. James Gildea
Administrative Law Judge

In the Matter of

CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

Investigation No. 337-TA-724

Final Complainants' Demonstrative *Markman* Exhibit List

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
CDXM-51 - 137	Complainants' Demonstrative Exhibits	Claim Construction Argument		

**CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE**

Inv. No. 337-TA-724

CERTIFICATE OF SERVICE

I, Marisa Roman, hereby certify that on November 18, 2010, copies of the
"COMPLAINANTS' FINAL MARKMAN HEARING EXHIBIT LIST" were filed and
served upon the following parties as indicated:

Marilyn R. Abbott Secretary U.S. International Trade Commission 500 E Street, S.W., Room 112-F Washington, DC 20436 (Original and 6 Copies)	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via Email
The Honorable E. James Gildea Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W. Room 317-F Washington, DC 20436 sarah.zimmerman@usitc.gov (2 Copies)	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email
Kecia J. Reynolds, Esq. Investigative Attorney Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Room 401-A Washington, DC 20436 (202) 205-2585 kecia.reynolds@usitc.gov	<input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C. 20436**

**Before the Honorable E. James Gildea
Administrative Law Judge**

In the Matter of

CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

Investigation No. 337-TA-724

**RESPONDENT APPLE INC.'S
SUPPLEMENTAL FINAL MARKMAN EXHIBIT LIST**

Pursuant to Order No. 5: Setting Markman Hearing; and Ordering Revised Procedural Schedule, Respondent Apple Inc. ("Apple") respectfully submits its final exhibit list attached hereto as Exhibit A.

Dated: November 12, 2010



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APPLE703610-7

Exhibit A

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RXM-1	U.S. Patent No. 6,658,146 (S3G00065264-291)	Claim Construction	Delp/ Ferraro	JXM-1 Admitted 11/09/10
RXM-2	U.S. Patent No. 6,683,978 (S3G00065292-319)	Claim Construction	Delp/ Ferraro	JXM-2 Admitted 11/09/10
RXM-3	U.S. Patent No. 6,775,417 (S3G00065320-347)	Claim Construction	Delp/ Ferraro	JXM-3 Admitted 11/09/10
RXM-4	U.S. Patent No. 7,043,087 (S3G00065398-424)	Claim Construction	Delp/ Ferraro	JXM-4 Admitted 11/09/10
RXM-5	Prosecution History of U.S. Patent No. 6,658,146 (S3GPH-002217 – S3GPH-002431)	Claim Construction	Delp/ Ferraro	JXM-5 Admitted 11/09/10
RXM-6	Prosecution History of U.S. Patent No. 6,683,978 (S3GPH-000001 – S3GPH-000493)	Claim Construction	Delp/ Ferraro	JXM-6 Admitted 11/09/10
RXM-7	Prosecution History of U.S. Patent No. 6,775,417 (S3GPH-000581 - S3GPH-001167)	Claim Construction	Delp/ Ferraro	JXM-7 Admitted 11/09/10
RXM-8	Prosecution History of U.S. Patent No. 7,043,087 (S3GPH-001437 - S3GPH-001580)	Claim Construction	Delp/ Ferraro	JXM-8 Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RXM-9	Edward J. Delp, "Image Compression Using Block Truncation Coding", EEE Transactions on Communications, Vol. COM-27, No. 9 (Sept. 1979) (APPLE3G00062076 - APPLE3G00062084)	Claim Construction	Delp/ Ferraro	Admitted 11/09/10
RXM-10	Graham Campbell et al., "Two Bit/Pixel Full Color Encoding," Computer Graphics (Proceedings Siggraph '86) Dallas, TX; Vol. 20, No. 4 (Aug. 18-22, 1986) (APPLE3G00061966 - APPLE3G00061974)	Claim Construction	Delp/ Ferraro	Admitted 11/09/10
RXM-11	R. Ferraro's Curriculum Vitae	Claim Construction	Ferraro	Admitted 11/09/10
RXM-12	Declaration of Richard F. Ferraro In Support of Respondent Apple Inc.'s Opening Claim Construction Brief	Claim Construction	Ferraro	Admitted 11/09/10
RXM-13	E. Delp's Curriculum Vitae	Claim Construction	Delp	Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RXM-14	S. Fenney, "Texture Compression using Low-Frequency Signal Modulation," Graphics Hardware 2003, Iourcha Deposition Exhibit 12	Claim Construction	Delp/ Ferraro	Admitted 11/09/10
RXM-15C	S. Fenney, "Texture Compression using Low-Frequency Signal Modulation," Iourcha Deposition Exhibit 13 (IMG 0000001-0000009)	Claim Construction	Delp/ Ferraro	Rejected/ Offer of Proof Tendered by Respondents
RXM-16C	May 20, 2003 Email from A. Schilling to S. Fenney regarding Graphics Hardware 2003 article, Iourcha Deposition Exhibit 14 (IMG_0000030-IMG 0000035)	Claim Construction	Delp/ Ferraro	Rejected/ Offer of Proof Tendered by Respondents
RXM-17C	Designations of October 28, 2010 Deposition Transcript of Konstantine I. Iourcha	Claim Construction	Delp/ Ferraro	Rejected/ Offer of Proof Tendered by Respondents
RDXM-1	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-2	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-3	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-4	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-5	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-6	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-7	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-8	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-9	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-10	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-11	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-12	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-13	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-14	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-15	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-16	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-17	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-18	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-19	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-20	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-21	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-22	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-23	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-24	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-25	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-26	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-27	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-28	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-29	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-30	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-31	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-32	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-33	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-34	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-35	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-36	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-37	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-38	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-39	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-40	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-41	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-42	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-43	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-44	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-45	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-46	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-47	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-48	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-49	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-50	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-51	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-52	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-53	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-54	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-55	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-56	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-57	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-58	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-59	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-60	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-61	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-62	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-63	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-64	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-65	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-66	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-67	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-68	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-69	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-70	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-71	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-72	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-73	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-74	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-75	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-76	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-77	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-78	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-79	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-80	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-81	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-82	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-83	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-84	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-85	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
Thereof, and Associated Software
Inv. 337-TA-724**

Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-86	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-87	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-88	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-89	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-90	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-91	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-92	Respondent's Demonstrative Exhibit	Claim Construction		Rejected/ Offer of Proof Tendered by Respondents
RDXM-93	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-94	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-95	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-96	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

**In the Matter of Certain Electronic Devices with Image Processing Systems, Components
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Apple Inc.'s Supplemental Final Markman Exhibit List

Exhibit No.	Brief Description/Title	Purpose	Sponsoring Witness	Status
RDXM-97	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-98	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-99	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-100	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-101	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-102	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-103	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-104	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10
RDXM-105	Respondent's Demonstrative Exhibit	Claim Construction		Admitted 11/09/10

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **RESPONDENT APPLE INC.'S SUPPLEMENTAL FINAL MARKMAN EXHIBIT LIST (PUBLIC)** was served to the parties, in the manner indicated below, this 12th day of November 2010:


The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 112A
Washington, DC 20436
(VIA ELECTRONIC FILING)

The Honorable E. James Gildea
Administrative Law Judge
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 317E
Washington, DC 20436
(VIA HAND DELIVERY – 2 copies)

Kecia J. Reynolds, Esq.
Office of Unfair Import Investigations
U.S. INTERNATIONAL TRADE COMMISSION
500 E Street, S.W., Room 401F
Washington, DC 20436
(VIA HAND DELIVERY)

COUNSEL FOR COMPLAINANTS

Thomas L. Jarvis
Thomas W. Winland
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
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1200 Seventeenth St., N.W., Fifth Floor
Washington, DC 20036

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Hon. E. James Gildea
Administrative Law Judge

In the Matter of

CERTAIN ELECTRONIC DEVICES
WITH IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE

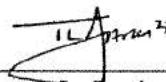
Investigation No. 337-TA-724

FINAL JOINT *MARKMAN* EXHIBIT LIST

Pursuant to Order No. 5, Complainants S3 Graphics Co., Ltd. and S3 Graphics, Inc.
respectfully submit the Final Joint *Markman* Exhibit List attached hereto as Exhibit 1.

Dated: November 10, 2010

Respectfully submitted,



Thomas L. Jarvis
Thomas W. Winland
John R. Alison
Paul C. Goulet
John M. Williamson
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*Attorneys for Complainants
S3 Graphics Co., Ltd. and
S3 Graphics, Inc.*

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Hon. E. James Gildea
Administrative Law Judge**

<p>In the Matter of</p> <p>CERTAIN ELECTRONIC DEVICES WITH IMAGE PROCESSING SYSTEMS, COMPONENTS THEREOF, AND ASSOCIATED SOFTWARE</p>
--

Investigation No. 337-TA-724

Final Joint *Markman* Exhibit List

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
JXM-01	U.S. Patent No. 6,658,146 (S3G00005606 - S3G00005634)	Claim Construction	RXM-1	11/9/2010
JXM-02	U.S. Patent No. 6,638,978 (S3G00005635 - S3G00005663)	Claim Construction	RXM-2	11/9/2010
JXM-03	U.S. Patent No. 6,775,417 (S3G00005664 - S3G00005692)	Claim Construction	RXM-3	11/9/2010
JXM-04	U.S. Patent No. 7,043,087(S3G00005693 - S3G00005720)	Claim Construction	RXM-4	11/9/2010
JXM-05	U.S. Patent No. 6,658,146 Patent Prosecution History (S3G00003030 - S3G00003559)	Claim Construction	RXM-5	11/9/2010
JXM-06	U.S. Patent No. 6,638,978 Patent Prosecution History (Part I - S3G00003855 - S3G00004140 and Part II - S3G00003560 - S3G00003854)	Claim Construction	RXM-6	11/9/2010

Complainant Exhibit No.	Description/Title	Purpose of Exhibit	Sponsoring Witness	Received
JXM-07	U.S. Patent No. 6,775,417 Patent Prosecution History (S3G0000414 - S3G00004727)	Claim Construction	RXM-7	11/9/2010
JXM-08	U.S. Patent No. 7,043,087 Patent Prosecution History (S3G00004728 - S3G00004871)	Claim Construction	RXM-8	11/9/2010

**CERTAIN ELECTRONIC DEVICES WITH
IMAGE PROCESSING SYSTEMS,
COMPONENTS THEREOF, AND
ASSOCIATED SOFTWARE**

Inv. No. 337-TA-724

CERTIFICATE OF SERVICE

I, Marisa Roman, hereby certify that on November 10, 2010, copies of the "FINAL JOINT *MARKMAN* EXHIBIT LIST" were **filed and served** upon the following parties as indicated:


<p>Marilyn R. Abbott Secretary U.S. International Trade Commission 500 E Street, S.W., Room 112-F Washington, DC 20436 (Original and 6 Copies)</p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via Email</p>
<p>The Honorable E. James Gildea Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W. Room 317-F Washington, DC 20436 sarah.zimmerman@usitc.gov (2 Copies)</p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email</p>
<p>Kecia J. Reynolds, Esq. Investigative Attorney Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Room 401-A Washington, DC 20436 (202) 205-2585 kecia.reynolds@usitc.gov</p>	<p><input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Courier (FedEx) <input checked="" type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email</p>

**IN THE MATTER OF CERTAIN ELECTRONIC
DEVICES WITH IMAGE PROCESSING
SYSTEMS, COMPONENTS THEREOF, AND
ASSORTED SOFTWARE**

337-TA-724

PUBLIC CERTIFICATE OF SERVICE

I, James R. Holbein, hereby certify that the attached **FINAL DETERMINATION** has been served by hand upon the Commission Investigative Attorney, **Kecia J. Reynolds, Esq.**, and the following parties as indicated on **AUG 02 2011**,


James R. Holbein
Secretary to the Commission
U.S. International Trade Commission
500 E Street, SW, Room 112A
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FOR COMPLAINANTS S3 GRAPHICS CO., LTD. AND S3 GRAPHICS, INC.:

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FOR RESPONDENT APPLE INC.:

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**IN THE MATTER OF CERTAIN ELECTRONIC
DEVICES WITH IMAGE PROCESSING
SYSTEMS, COMPONENTS THEREOF, AND
ASSORTED SOFTWARE**

337-TA-724

CERTIFICATE OF SERVICE – PAGE TWO

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