

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

**INTELLECTUAL VENTURES I, LLC AND
INTELLECTUAL VENTURES II, LLC,**

Plaintiff,

vs.

AMERICAN AIRLINES, INC.,

Defendant.

Civil Action No. 4:24-cv-00980

JURY TRIAL

**DEFENDANT AMERICAN AIRLINES, INC.'S FIRST SET OF INTERROGATORIES
TO INTELLECTUAL VENTURES I, LLC AND INTELLECTUAL VENTURES II, LLC
(NOS. 1-18)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules of the U.S. District Court for the Eastern District of Texas, Defendant American Airlines, Inc. (“Defendant” or “American Airlines”) hereby propounds its First Set of Interrogatories (Nos. 1-18) to Plaintiffs Intellectual Ventures I, LLC and Intellectual Ventures II, LLC (“Plaintiffs” or “Intellectual Ventures”). Unless otherwise agreed by the parties, these interrogatories must be answered in writing and under oath by Plaintiffs within thirty (30) days after service hereof.

DEFINITIONS

For the purposes of these interrogatories, the following definitions shall apply:

1. “Accused Products” refers to the functionality identified in Your Complaint or P.R. 3-1 disclosures.
2. “Action” refers to the above-captioned action, *Intellectual Ventures I, LLC, et al. v. American Airlines, Inc.*, No. 4:24-cv-00980 (E.D. Texas).

INTERROGATORIES

INTERROGATORY NO 1:

For each Patent-in-Suit, identify and describe in detail all agreements (including, but not limited to, licenses, assignments, and covenants not to sue) or offers to make an agreement between You (or any of Your predecessors in interest to the Patents-in-Suit) and any third party relating to any Patent-in-Suit, and for each agreement or offer to make an agreement, identify and describe in detail all related facts and circumstances, including but not limited to: dates on which negotiations began and ended; all Persons involved with negotiations or the decision to negotiate; all Documents exchanged during negotiations; all proposed financial terms, whether accepted or not; all final financial terms; any terms or bases on which such proposed or final terms were calculated; any other consideration or value to be paid or given in the agreement; any payments made or received; the terms or basis on which such proposed royalty or royalty rate was calculated; any royalty or royalty rate offered; any apportionment of a portfolio-wide rate down to the Patent-in-Suit; and any supporting or associated Documentation or agreement(s).

INTERROGATORY NO 2:

Identify each valuation of a Patent-in-Suit, or any claim therein, including any valuation of groups or portfolios of patents that include one or more Patent-in-Suit, including any monetary valuation of any Patent-in-Suit (or group or portfolio containing such Patent(s)-in-Suit) and an identification of the date of such valuation, all persons involved in such valuation, and all documents relating to such valuation.

INTERROGATORY NO 3:

Describe in complete detail all direct or indirect ownership and other financial interests in any Patent-in-Suit or this action, including a designation of whether any such interest is a financial,