

IMAGINEAR, INC. and IMAGINE AR,
INC.,

Plaintiffs,

v.

NIANTIC, INC.

Defendant.

DEFINITIONS

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Niantic, Inc. v. ImagineAR, Inc. and Imagine AR, Inc.

or having investment relationships with Niantic and others acting in cooperation with or on behalf of Niantic.

3. The terms “document” and “documents” are used herein in the broadest sense permissible under Rule 34 of the Federal Rules of Civil Procedure, and include, but are not limited to, any things, any written, recorded or tangible graphic matter, or any other means of preserving data, expression, facts, opinions, thought, images, or other information of any kind, including without limitation all non-identical copies, drafts, out takes, subsequent versions, worksheets and proofs, however created or recorded, including without limitation audio tapes, annotations, calendars, correspondence, data or information of any kind recorded on compact disks, digital video diskettes, or any other type or form of diskettes for use with computers or other electronic devices, or any hard drive, diary entries, electronic recordings of any kind, e-mail, memoranda, notes, photographs, reports, telephone slips and logs, video cartridges and videotapes, and sites, databases, or other means of information storage or retrieval on the Internet or the World Wide Web. These terms are to be interpreted broadly to include documents stored in any medium and specifically includes electronically stored information (“ESI”) such as e-mail and documents maintained in electronic form on Niantic’s websites, servers, and stand alone computers and hard drives.¹

4. “All” shall be construed to include “any” and “each,” “any” shall be construed to include “all” and “each,” and “each” shall be construed to include “all” and “any,” in each case as

¹ ESI includes, but is not be limited to, all text files (including word processing documents), spread sheets, e-mail files and information concerning e-mail (including all metadata fields, logs of e-mail history and usage, header information and “deleted” files including all potentially relevant data contained in free or slack space), Internet history files and preferences, graphical image format (“GIF”), tagged image file format (“TIFF”), portable document format (“PDF”) files, databases, contacts, tasks, calendar and scheduling information, computer system activity logs, all file fragments, and backup files containing Electronic Data.

is necessary to bring within the scope of these Requests documents and things that might otherwise be construed as outside their scope.

5. The singular form of a word should be interpreted in the plural as well. Any pronoun shall be construed to refer to the masculine, feminine, or neuter gender, whichever in each case is broadest. The words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

6. “Person” or “persons” means any individual or firm, association, organization, joint venture, trust, partnership, corporation, or other collective organization or entity.

7. “Entity” means any person.

8. “Including” means including but not limited to.

9. “You” and “your” refer to Niantic.

10. “Patents-in-Suit” means United States Patent Nos. U.S. 8,777,746 (“the ’746 patent”); U.S. 8,668,592 (“the ’592 patent”); U.S. 8,579,710 (“the ’710 patent”); U.S. 10,946,284 (“the ’284 patent”); U.S. 11,484,797 (“the ’797 patent”); U.S. 11,666,827 (“the ’827 patent”); U.S. 12,070,691 (“the ’691 patent”); and/or any other patent asserted in any amended complaint.

11. “Accused Products” means any Niantic products that ImagineAR identified in its First Amended Complaint (including any amendment thereto), infringement contentions, and any additional products that are not colorably different from those products, including but not limited to the following products, services, and components thereof: Pokémon GO, Pikmin Bloom, Peridot, Skatrix, Monster Hunter Now, and Harry Potter: Wizards Unite, and any accused structures, functionality, and/or features included in, or related to, such products, services, and components.

12. “Prior Art” includes any documents, event, thing, or subject matter of the type set forth in or relevant under 35 U.S.C. § 102 and/or 35 U.S.C. § 103.

13. “Related Litigations” means any litigation, administrative proceeding, arbitration, mediation, lawsuit, International Trade Commission action, settlement, or other legal action involving any of the Patents-in-Suit or the Accused Products and any appeal.

14. The term “relating” includes but is not limited to the following meanings: pertaining, concerning, referring, discussing, mentioning, containing, reflecting, evidencing, constituting, describing, showing, identifying, proving, disproving, consisting of, supporting, contradicting, in any way legally, logically, or factually connected with the matters referenced.

15. “The Litigation” means the above-referenced civil action filed by ImagineAR against Niantic, C.A. No. 24-01252- JDW, D. Del.

16. “The Asserted Claims” means the patent claims identified in ImagineAR’s the First Amended Complaint and ImagineAR’s infringement contentions, including any amendments thereto.

17. “Nintendo” means Nintendo Co., Ltd. and Nintendo of America Inc., including without limitation all of their corporate locations, and all predecessors, successors, subsidiaries, parents, assignees, assignors, and affiliates, and all past or present directors, officers, shareholders, agents, representatives, employees, consultants, attorneys, accountants, entities acting in joint venture or partnership with or having investment relationships with Nintendo and others acting in cooperation with or on behalf of Nintendo.

INSTRUCTIONS

These requests shall apply to all items (e.g., documents or things) in your possession, custody, or control at the present time, as well as all items that come into your possession, custody,

or control. If you know of the existence, past or present, of any items requested below, but are unable to produce such items because they are not presently in your possession, custody or control, you shall so state and shall provide a written statement setting forth:

- a) the identity of the item;
- b) the nature of the item (e.g., letter, memorandum, or chart);
- c) the identity of the person(s) who created (e.g., authored) the item;
- d) the identity of any person who received a copy of the item;
- e) the date of the item;
- f) a brief description of the subject matter of the item; and
- g) the identity of any person who has possession, custody, or control of the item.

1. If no documents are responsive to a particular request, state that no responsive documents exist.

2. For any responsive items (e.g., documents or things) that have been lost, destroyed, withheld from production, or redacted, for any reason, you shall provide a written statement setting forth:

- a) the identity of the item;
- b) the nature of the item (e.g., letter, memorandum, or chart);
- c) the identity of the persons(s) who created (e.g., authored) the item;
- d) the identity of any person who received a copy of the item;
- e) the date of the item;
- f) a brief description of the subject matter of the item; and

g) the circumstances of the loss or destruction of the item or any fact, statute, rule, or decision upon which you rely in withholding or redacting the item.

3. If you decline to produce any document or part thereof based on a claim of privilege or any other claim, describe the nature and basis of your claim and the information withheld in a manner sufficient:

- a) to disclose the facts upon which you rely in asserting your claim;
- b) to permit the grounds and reasons for withholding the information to be unambiguously identified; and
- c) to permit the information withheld to be unambiguously identified.

4. All documents requested are to be produced in the same file or other organizational environment in which they are maintained. For example, a document that is part of a file, docket, or other grouping should be physically produced together with all other documents from said file, docket or grouping, in the same order or manner of arrangement as in the original.

5. You shall keep and produce a record of the source of each document produced. This shall include the name and location of the file where each document was located and the name of the person, group, or department having possession, custody, or control of each document.

DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 120: All documents exchanged between Niantic and any patent brokers, patent acquisition entities, or patent licensing entities relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 121: All documents relating to any offer to Niantic to purchase, acquire, or license any of the Patents-in-Suit, either alone or as part of a portfolio.

DOCUMENT REQUEST NO. 122: All offers to purchase, acquire, or license any of the Patents-in-Suit.

DOCUMENT REQUEST NO. 123: All documents exchanged between Niantic and Inflexion Point Strategies relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 124: All documents exchanged between Niantic and Ron Laurie relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 125: All documents sent from the email address ronlaurie@ip-strategy.com to Niantic and relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 126: All documents exchanged between Niantic and Extreme Venture Partners relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 127: All documents exchanged between Niantic and Shaun McDonald relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 128: All documents sent from the email address shaun@extremevp.com to Niantic and relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 129: All documents exchanged between Niantic and WiLAN, Inc. relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 130: All documents exchanged between Niantic and James (Jim) Skippen relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 131: All documents sent from the email address jskippen@wilan.com to Niantic and relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 132: All documents sent from Niantic to the email addresses ronlaurie@ip-strategy.com, shaun@extremevp.com, or jskippen@wilan.com, and relating to ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 133: All documents relating to any meetings between Niantic and Inflexion Point Strategies, Ron Laurie, Extreme Venture Partners, Shaun McDonald, WiLAN, Inc., or James (Jim) Skippen concerning ImagineAR, XMG Studio, Inc., 2343127 Ontario,

Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

DOCUMENT REQUEST NO. 134: All presentations provided or made to Niantic by Inflexion Point Strategies, Ron Laurie, Extreme Venture Partners, Shaun McDonald, WiLAN, Inc., or James (Jim) Skippen concerning ImagineAR, XMG Studio, Inc., 2343127 Ontario, Imagination Park Technologies, the Patents-in-Suit, the Related Patents, the Accused Products, or the Named Inventors.

Dated: June 5, 2025

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that all counsel of record are being served with a copy of this document via email delivery on June 5, 2025.

/s/ James J. Lukas, Jr.