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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91210559
Party	Plaintiff NetCloud, LLC
Correspondence Address	MORRIS E TUREK YOURTRADEMARKATTORNEY.COM 167 LAMP AND LANTERN VILLAGE #220 CHESTERFIELD, MO 63017-8208 UNITED STATES morris@yourtrademarkattorney.com
Submission	Testimony For Plaintiff
Filer's Name	Morris E. Turek
Filer's e-mail	morris@yourtrademarkattorney.com
Signature	/met20/
Date	04/29/2014
Attachments	Raj Viradia Deposition and Exhibits.pdf(3367984 bytes)

1 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

2

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4 NetCloud, LLC)
)

5 Opposer,) Opposition No. 91210559
)

6 v.)
)

7 East Coast Network)
Services, LLC,)

8)
Applicant.)

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10

11

12 TESTIMONY DEPOSITION OF WITNESS, RAJ VIRADIA,
13 produced, sworn and examined on the 16th day of April,
14 2014, commencing at approximately 10:30 A.M., at 400
15 Chesterfield Center, Chesterfield, Missouri, before BETH
16 O. ZINK, a Registered Professional Reporter, Missouri
17 Certified Court Reporter, Illinois Certified Shorthand
18 Reporter and Notary Public, in a certain cause now pending
19 in the United States Patent and Trademark Office, before
20 the Trademark Trial and Appeal Board, wherein NETCLOUD,
21 LLC is Opposer and EAST COAST NETWORK SERVICES, LLC is
22 Applicant.

23

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25

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1 A P P E A R A N C E S

2

3 For the Opposer:

4 YOUR TRADEMARK ATTORNEY, LLC
 167 Lamp and Lantern Village, Suite 220
5 Chesterfield, Missouri 63017
 By: Mr. Morris E. Turek
6 (314) 749-4059
 e-mail: morris@yourtrademarkattorney.com

7

8

9 For the Applicant:

10 RUSSELL LOGAN
 Attorney at Law
11 2735 Westminster Road
 Ellicott City, Maryland 21043
12 e-mail: russell.logan@gmail.com

13

14 Also Present: Chad Nash

15

16

17 Reported By:

18 Beth O. Zink, RPR
 MO-CCR#799, IL-CSR084.004477
19 Midwest Litigation Services
 711 North 11th Street
20 St. Louis, Missouri 63101
 (314) 644-2191

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22

23

24

25

1 IT IS HEREBY STIPULATED AND AGREED, by and
2 between counsel for the Opposer and counsel for the
3 Applicant, that this deposition may be taken in shorthand
4 by Beth O. Zink, a notary public and shorthand reporter,
5 and afterwards transcribed into typewriting; and the
6 signature of the witness is expressly waived by agreement
7 of the parties.

8 * * * * *

9 MR. TUREK: We're here for the deposition of
10 Raj Viradia. Mr. Viradia is testifying on behalf of the
11 Opposer, NetCloud, LLC.

12 Just some basic instructions for you. If you
13 don't hear a question that I ask you, please ask to me
14 repeat it. If you don't understand a question that I ask
15 you, please ask me to rephrase it.

16 Please speak as clearly, slowly and loudly as
17 possible so that everyone can hear you, especially our
18 court reporter, because she has to take everything down
19 that you say. Do you have any questions for me before we
20 begin?

21 MR. VIRADIA: No.

22 (Whereupon, the witness was sworn.)

23 * * * * *

24 RAJ VIRADIA,

25 produced, sworn and examined on behalf of the Opposer,

1 deposes and says:

2 DIRECT EXAMINATION,

3 QUESTIONS BY MR. TUREK:

4 Q. Can you state your full name for the record.

5 A. Raj Viradia.

6 Q. And can you just spell that slowly for our
7 court reporter?

8 A. R-a-j, last name V-i-r-a-d-i-a.

9 Q. And how old are you?

10 A. Thirty-five.

11 Q. And what is your current occupation?

12 A. Construction.

13 Q. And what do you do in the construction
14 industry?

15 A. I keep the books for a construction company
16 that I'm part owner in.

17 Q. Part owner in?

18 A. Yeah.

19 Q. And who employs you?

20 A. RBA Construction.

21 Q. And where are they located?

22 A. Lawrenceville, Georgia.

23 Q. And are you a college graduate?

24 A. Some college.

25 Q. Some college, okay. And do you know Mehul

1 **Satasia?**

2 A. Yes.

3 **Q. And how do you know him?**

4 A. Through a family friend.

5 **Q. And how long have you known him?**

6 A. A few years, like two to three years.

7 **Q. Mehul testified that you sold a business to**
8 **him. Is that accurate?**

9 A. That's correct.

10 **Q. And can you tell me about the business that**
11 **you sold to him?**

12 A. It was a web hosting company, along with
13 domain and, you know, customers, good will, trademarks,
14 service marks, everything.

15 **Q. And what kind of services did you provide**
16 **through the business?**

17 A. Just general web hosting services, backups,
18 support, that kind of thing.

19 **Q. And what trade name or trademark did you use**
20 **to advertise and sell those services?**

21 A. NetCloud.

22 **Q. And did you always offer services under the**
23 **NetCloud name from the state that you started the**
24 **business, or did you use a different name first and then**
25 **change it, or how did that work?**

1 A. So I sold a company called AmeriHosting in
2 2008, and I had some clients that were left over from
3 that. So for about two years I just hosted them as, you
4 know, as a personal hobby. And then in, I think it was
5 November 2009, I started using the service NetCloud, the
6 name as a service name.

7 **Q. So NetCloud was not always the name of your**
8 **business; is that correct?**

9 A. That's correct.

10 **Q. And where was your business located?**

11 A. Atlanta, Georgia.

12 **Q. Atlanta, Georgia?**

13 A. Uh-huh.

14 **Q. And was that business your primary source of**
15 **income at the time you owned and operated it?**

16 A. No.

17 **Q. What were you doing at that time?**

18 A. Still construction.

19 **Q. Same business you're in?**

20 A. Correct, yeah, same business.

21 **Q. Okay. I'm putting in front of you the**
22 **application filed by the applicant in this case for**
23 **NetCloud, and the applicant is East Coast Network. Can**
24 **you take a minute to review the trademark application,**
25 **please.**

1 A. Okay.

2 Q. Do you see where it says goods and services?

3 A. Uh-huh. Yes.

4 Q. How do those services compare to the services
5 that you used to provide under the NetCloud name?

6 A. They're identical. Yeah, I mean, identical.

7 Q. Okay. Are you currently associated in any way
8 with NetCloud, LLC?

9 A. No.

10 Q. You're not an employee?

11 A. No.

12 Q. You're not a contractor?

13 A. No.

14 Q. You're not an owner?

15 A. No.

16 Q. Are you familiar, though, with NetCloud, LLC?

17 A. The company, yeah.

18 Q. And do you know -- do you have personal
19 knowledge of the types of services that NetCloud provides?

20 A. Yes.

21 Q. And what are those services that NetCloud
22 provides?

23 A. The same ones that I sold him, which was cloud
24 hosting, backup, e-mail service/support, web hosting
25 services basically.

1 Q. Okay. And when you operated your business
2 under the NetCloud name, what kind of customers did you
3 serve?

4 A. Individuals, small businesses.

5 Q. And where were they primarily located?

6 A. Georgia and Tennessee.

7 Q. At the time you sold the business to Mehul,
8 how many customers did you have, approximately?

9 A. I believe it was four.

10 Q. And when you did own the business, did you --
11 were you a sole proprietor, were you an LLC, were you a
12 corporation?

13 A. Sole proprietor.

14 Q. And how did you advertise your services?

15 A. Primarily word of mouth, fliers, business
16 cards, that kind of thing.

17 Q. Did you have a web site?

18 A. No.

19 Q. And how did people generally order your
20 services?

21 A. They would call me.

22 Q. And how would people generally pay for your
23 services?

24 A. Cash, check.

25 Q. When did you first start publicly using the

1 **name NetCloud in association with your business?**

2 A. When you say using, like as a product name or
3 a company name?

4 **Q. Whatever. Whenever you first started using**
5 **the name --**

6 A. As a product name, November of 2009.

7 **Q. And that was as a product or a service name?**

8 A. Yeah, yeah.

9 **Q. And when did you -- I'm sorry. Did you ever**
10 **start using the name NetCloud in a different manner?**

11 A. Yeah. I changed it to the company name in --
12 two years later, I think around, you know,
13 November/December of 2011.

14 **Q. And why did you transition from calling a**
15 **particular service NetCloud to calling your business**
16 **NetCloud?**

17 A. Basically I was getting more serious about
18 starting another company as my third company, you could
19 call it, because the first one I sold, the second one I
20 sold, and so I was getting a little bit bored with what I
21 was doing just keeping books, so starting another company
22 and started negotiations to purchase the domain.

23 **Q. And which domain is that?**

24 A. NetCloud.com.

25 **Q. And did you acquire the NetCloud.com domain?**

1 A. I did, yes.

2 Q. And how much did you pay for the NetCloud.com
3 domain?

4 A. \$25,000.

5 Q. And do you remember who you purchased the
6 NetCloud.com domain from?

7 A. It was a company that sold domains, like -- I
8 can't recall the name of the company.

9 Q. Do you remember the month and year that you
10 purchased the NetCloud.com domain?

11 A. I believe it was January 2012 is when we
12 closed it, but we had been negotiating several months
13 prior to that.

14 Q. And did you, in fact, pay the \$25,000 to the
15 previous owner of the NetCloud.com domain?

16 A. Yes.

17 Q. I'm going to start putting some documents in
18 front of you to identify.

19 A. Okay.

20 Q. I've put in front you of a document that was
21 previously labeled NC000030. Raj, can you identify this
22 document for us?

23 A. Yeah, it's a flier I had made to advertise
24 services.

25 Q. And who created the flier?

1 A. Webprosys.

2 **Q. Who is Webprosys?**

3 A. Webprosys is a web designer I've been using
4 for a while now.

5 **Q. And Mehul testified that Webprosys designed**
6 **his web site and his logo and some branding, and he**
7 **testified that you had referred Webprosys to him. Is that**
8 **correct?**

9 A. That's correct.

10 **Q. And how was this flier used?**

11 A. Basically to hand out to people. We have --
12 the Indian community has a lot of social functions, so,
13 you know, handed it out to people and let them know that
14 we are offering that service.

15 **Q. And when was this flier created?**

16 A. I believe it was around the same time I
17 decided to use the NetCloud product name, which was
18 November 2009.

19 **Q. Okay. And what is this flier offering?**

20 A. Web hosting plan, shared web hosting plans.

21 **Q. How did you come up with the name NetCloud?**

22 A. In 2009 I was hearing a lot of the word cloud
23 thrown around in terms of technology, the internet, and
24 that's kind of like the phrase that all the media was
25 hyping, and so I did a lot of research and that kind of

1 clinged with me because my first two companies were also
2 name-centric. The first one was Global Hosting, which is
3 very self-descriptive. The second one was AmeriHosting,
4 which is self-descriptive. So the third one, NetCloud,
5 again, self-descriptive.

6 **Q. At the time you adopted the name NetCloud for**
7 **your hosting service, did you have the domain name**
8 **NetCloud.com?**

9 A. I did not.

10 **Q. Did you look into acquiring the NetCloud.com**
11 **domain at the time you adopted the name NetCloud for your**
12 **service?**

13 A. I did.

14 **Q. And what happened?**

15 A. It was priced out of my reach.

16 **Q. And was this hosting -- scratch that. I'm**
17 **sorry. Describe what kind of hosting you provided at this**
18 **time that the flier was handed out.**

19 A. Basically it was shared web hosting, which
20 included support and backup and e-mail on C-Panel hosted
21 servers, you could say.

22 **Q. Is it considered web hosting?**

23 A. Yes.

24 **Q. And is this a true, authentic and accurate**
25 **copy of the flier?**

1 A. Yes.

2 MR. TUREK: I would like to admit this into
3 evidence as Exhibit No. 1.

4 MR. LOGAN: Objection, relevance.

5 (Whereupon, Opposer Deposition Exhibit No. 1
6 was marked for identification.)

7 Q. Raj, I have put in front of you a document
8 that was previously labeled NC000016. Can you identify
9 this document for us?

10 A. It's a business card I created.

11 Q. And is it showing the front of the business
12 card or the back of the business card or both?

13 A. Both. Both the front and the back.

14 Q. Okay. And did you hand out this business
15 card?

16 A. Yes.

17 Q. Do you remember when this business card was
18 created?

19 A. I created it the same time that I decided to
20 use the company name as NetCloud, which was November of
21 2011.

22 Q. And did you personally design the business
23 card?

24 A. I did.

25 Q. And what does the business card advertise?

1 A. Again, web hosting, shared web hosting
2 services.

3 **Q. And where did you give out the business cards?**

4 A. Again, to, you know, at social events more,
5 and to people that I thought needed a web presence.

6 **Q. And is this a true, authentic and accurate
7 depiction of your business card?**

8 A. Yes.

9 MR. TUREK: All right. I would like to admit
10 this into evidence as Exhibit No. 2.

11 MR. LOGAN: Objection, relevance.

12 (Whereupon, Opposer Deposition Exhibit No. 2
13 was marked for identification.)

14 **Q. I have put in front of you a document that was
15 previously labeled NC000017. Can you identify this
16 document for us?**

17 A. It's a flier I created at the same time I
18 created the business card you previously showed me.

19 **Q. And what is this flier advertising?**

20 A. Web hosting services.

21 **Q. And do you remember when this flier was
22 created?**

23 A. Same time, November 2011.

24 **Q. And did you ever distribute this flier?**

25 A. Yes.

1 **Q. Did you distribute it in the same way that you**
2 **distributed your business card?**

3 A. Yes.

4 **Q. Do you remember if you acquired any business**
5 **through the distribution of your business card or flier?**

6 A. I believe I did.

7 **Q. And is this a true, authentic and accurate**
8 **copy of your flier?**

9 A. Yes.

10 MR. TUREK: Okay. I would like to admit it
11 into evidence as Exhibit No. 3.

12 MR. LOGAN: Objection, relevance.

13 (Whereupon, Opposer Deposition Exhibit No. 3
14 was marked for identification.)

15 **Q. I have put in front of you a document that was**
16 **previously labeled NC000031. Raj, can you identify this**
17 **document for us?**

18 A. It's an invoice I created.

19 **Q. And what is the date of the invoice?**

20 A. December 1st, 2011.

21 **Q. And who did you send this invoice to?**

22 A. Hilltop Hospitality.

23 **Q. And what was this invoice for?**

24 A. Web hosting service.

25 **Q. And what were those web hosting services**

1 **called?**

2 A. NetCloud Hosting.

3 **Q. And did this invoice actually get paid?**

4 A. Yes.

5 **Q. Do you remember how you acquired Hilltop**
6 **Hospitality as a client?**

7 A. I believe it's been a client from the old
8 hosting company I had.

9 **Q. And is this a true, authentic and accurate**
10 **copy of the invoice?**

11 A. Yes.

12 MR. TUREK: I would like to admit it into
13 evidence as Exhibit No. 4.

14 MR. LOGAN: Objection, relevance.

15 (Whereupon, Opposer Deposition Exhibit No. 4
16 was marked for identification.)

17 **Q. I have put in front of you a document that was**
18 **previously labeled NC000032. Raj, can you identify this**
19 **document for us?**

20 A. It's another invoice to Hilltop Hospitality.

21 **Q. And what was the date of the invoice?**

22 A. March 1st, 2010.

23 **Q. And what kinds of services were you invoicing**
24 **for?**

25 A. Web hosting.

1 **Q. And what was the name of that web hosting**
2 **service?**

3 A. NetCloud Hosting.

4 **Q. And was this invoice actually paid?**

5 A. Yes.

6 **Q. And who was it paid by?**

7 A. Hilltop Hospitality.

8 **Q. And is this a true, authentic and accurate**
9 **copy of the invoice?**

10 A. Yes.

11 MR. TUREK: I would like to admit it into
12 evidence as Exhibit No. 5.

13 MR. LOGAN: Objection, relevance.

14 (Whereupon, Opposer Deposition Exhibit No. 5
15 was marked for identification.)

16 **Q. I have put in front of you a document that was**
17 **previously labeled NC000033. Raj, can you identify this**
18 **document for us?**

19 A. It's another invoice for Hilltop Hospitality.

20 **Q. And what was the date of the invoice?**

21 A. September 1st, 2010.

22 **Q. And who did you invoice?**

23 A. Hilltop Hospitality.

24 **Q. And what was this invoice for?**

25 A. Web hosting.

1 **Q. And what was the name of the hosting that you**
2 **provided?**

3 A. NetCloud Hosting.

4 **Q. And was this invoice actually paid?**

5 A. Yes.

6 **Q. And is this a true, authentic and accurate**
7 **copy of the invoice?**

8 A. Yes.

9 MR. TUREK: Okay. I would like to admit it
10 into evidence as Exhibit No. 6.

11 MR. LOGAN: Objection, relevance.

12 (Whereupon, Opposer Deposition Exhibit No. 6
13 was marked for identification.)

14 **Q. I have put in front of you a document that was**
15 **previously labeled NC000034. Can you identify this**
16 **document for us?**

17 A. It's another invoice for Hilltop Hospitality.

18 **Q. And what's the date of the invoice?**

19 A. March 1st, 2011.

20 **Q. And who did you invoice?**

21 A. Hilltop Hospitality.

22 **Q. And for what kinds of services?**

23 A. Web hosting.

24 **Q. And what was the name of those web hosting**
25 **services?**

1 A. NetCloud Hosting.

2 Q. And did Hilltop Hospitality actually pay this
3 invoice?

4 A. Yes.

5 Q. And is this a true, authentic and accurate
6 copy of the invoice?

7 A. Yes.

8 MR. TUREK: I would like to admit this into
9 evidence as Exhibit No. 7.

10 MR. LOGAN: Objection, relevance.

11 (Whereupon, Opposer Deposition Exhibit No. 7
12 was marked for identification.)

13 Q. I have put in front of you a document labeled
14 NC000035. Raj, can you identify this document for us?

15 A. It's another invoice for Hilltop Hospitality.

16 Q. And what's the date of the invoice?

17 A. September 1st, 2011.

18 Q. And who did you invoice?

19 A. Hilltop Hospitality.

20 Q. And for what kinds of services?

21 A. Web hosting.

22 Q. And what was the name of those web hosting
23 services?

24 A. NetCloud Hosting.

25 Q. And was this invoice actually paid?

1 A. Yes.

2 Q. And is this a true, authentic and accurate
3 copy of the invoice?

4 A. Yes.

5 Q. And for all of the invoices -- for this
6 invoice and for all of the other invoices I just showed
7 you for Hilltop Hospitality, did you actually render the
8 web hosting services to Hilltop Hospitality?

9 A. Yes.

10 MR. TUREK: Okay. I would like to admit this
11 into evidence as Exhibit No. 8.

12 MR. LOGAN: Objection, relevance.

13 (Whereupon, Opposer Deposition Exhibit No. 8
14 was marked for identification.)

15 Q. I have put in front of you a document
16 previously labeled NC000037. Can you identify this
17 document for us?

18 A. It's an invoice for web hosting services.

19 Q. And what was the date of the invoice?

20 A. September 1st, 2010.

21 Q. And who did you invoice?

22 A. Ohmshiv Construction, LLC.

23 Q. And what kind of service were you providing to
24 Ohmshiv Construction, LLC?

25 A. Web hosting.

1 **Q. And what was the name of that service that you**
2 **provided?**

3 A. NetCloud Hosting.

4 **Q. And was this invoice actually paid?**

5 A. Yes.

6 **Q. And did you actually provide the hosting**
7 **service?**

8 A. Yes.

9 **Q. And is this a true, authentic and accurate**
10 **copy of the invoice?**

11 A. Yes.

12 MR. TUREK: I would like to admit it into
13 evidence as Exhibit No. 9.

14 MR. LOGAN: Objection, relevance.

15 (Whereupon, Opposer Deposition Exhibit No. 9
16 was marked for identification.)

17 **Q. I have put in front of you a document**
18 **previously labeled NC000038. Can you identify this**
19 **document for us?**

20 A. It's another invoice for web hosting services.

21 **Q. And what is the date of the invoice?**

22 A. September 1st, 2011.

23 **Q. And who did you invoice?**

24 A. Ohmshiv Construction, LLC.

25 **Q. And for what kinds of services?**

1 A. Web hosting.

2 **Q. And what was the name of those services?**

3 A. NetCloud Hosting.

4 **Q. And did you actually render those services?**

5 A. Yes.

6 **Q. And were you paid for those services?**

7 A. Yes.

8 **Q. And is this a true, authentic and accurate**
9 **copy of the invoice?**

10 A. Yes.

11 MR. TUREK: I would like to admit it into
12 evidence as Exhibit No. 10.

13 MR. LOGAN: Objection, relevance.

14 (Whereupon, Opposer Deposition Exhibit No. 10
15 was marked for identification.)

16 **Q. Okay. I have put in front of you a document**
17 **previously labeled NC000036. Raj, can you identify this**
18 **document for us?**

19 A. It's an invoice to Schematic Design.

20 **Q. And what's the date of the invoice?**

21 A. November 16, 2009.

22 **Q. And who did you invoice?**

23 A. Schematic Design.

24 **Q. And what kinds of services did you invoice**
25 **for?**

1 A. Web hosting.

2 Q. And what was the name of those web hosting
3 services?

4 A. NetCloud Hosting.

5 Q. And did you actually render the service?

6 A. Yes.

7 Q. And were you actually paid for the service?

8 A. Yes.

9 Q. And who is Schematic Design?

10 A. It's a civil engineering firm in Tennessee.

11 Q. In Tennessee?

12 A. Yeah.

13 Q. And is this a true, authentic and accurate
14 copy of the invoice?

15 A. Yes.

16 MR. TUREK: All right. I would like to admit
17 this document into evidence as Exhibit No. 11.

18 MR. LOGAN: Objection, relevance.

19 (Whereupon, Opposer Deposition Exhibit No. 11
20 was marked for identification.)

21 Q. I have put in front of you a document labeled
22 NC000006. Can you identify this document for us?

23 A. It's an invoice to Schematic Design.

24 Q. And what is the date of the invoice?

25 A. November 15th, 2011.

1 Q. And what kind of services are on the invoice?

2 A. Web hosting.

3 Q. Did you actually provide the web hosting
4 service?

5 A. Yes.

6 Q. And were you actually paid?

7 A. Yes.

8 Q. And who was invoiced?

9 A. Schematic Design.

10 Q. Why does it have NetCloud on the top of the
11 invoice whereas all the other invoices that you identified
12 did not have NetCloud on top?

13 A. That's when I decided to start using the
14 company name as NetCloud and get serious about launching a
15 brand.

16 Q. And why doesn't NetCloud appear in the
17 description of services like it did on all the other
18 invoices?

19 A. Basically NetCloud was the brand and it
20 provided hosting services, so it no longer needed to have
21 a service name for the plan.

22 Q. Do you remember if this is the first invoice
23 that you ever used NetCloud as a business name on?

24 A. I believe it is. Yes.

25 Q. And is this a true, authentic and accurate

1 **copy of the invoice?**

2 A. Yes.

3 MR. TUREK: All right. I would like to admit
4 this invoice into evidence as Exhibit No. 12.

5 MR. LOGAN: Objection, relevance.

6 (Whereupon, Opposer Deposition Exhibit No. 12
7 was marked for identification.)

8 MR. TUREK: Off the record.

9 (Off the record briefly.)

10 **Q. Raj, I'm going to be putting in front of you a**
11 **document that was previously labeled NC000018. It is also**
12 **Exhibit 6 of Mehul Satasia's testimony, so it has already**
13 **been introduced into evidence. Can you identify this**
14 **document for us?**

15 A. This is the asset purchase agreement that was
16 between myself and Mehul.

17 **Q. And is this a true, authentic and accurate**
18 **copy of the asset purchase agreement?**

19 A. Yes.

20 **Q. Can you look at the last page of the asset**
21 **purchase agreement, please -- I'm sorry -- the second to**
22 **last page. Is that your signature under the seller?**

23 A. Yes.

24 **Q. And what was the effective date of that asset**
25 **purchase agreement?**

1 A. February 9th, 2012.

2 Q. Can you please look at Paragraph 1 of the
3 asset purchase agreement.

4 A. Okay.

5 Q. And can you just give us an overview of what
6 you sold or transferred to Mehul?

7 A. I basically sold him the business, including
8 all the accounts, good wills, domain, any service marks
9 related, trademarks, everything.

10 Q. Was one of those service marks NetCloud?

11 A. Yes.

12 Q. How much did you sell the business for?

13 A. \$26,656.50.

14 Q. Why did you sell the business?

15 A. When I told my business partners in the
16 construction company what I was up to, they weren't really
17 happy about it because I was going to be taking away time
18 from that business and doing my own, so they gave me a
19 choice either to fully exit the construction company or,
20 you know, stay fully involved in the construction company.

21 So I thought about it and decided since I had
22 revenue coming in already, that I would take the first --
23 the second option and stay in the construction company,
24 and they basically told me I had to, you know, divest of
25 my interest in NetCloud.

1 Q. You testified earlier that you purchased the
2 NetCloud.com domain --

3 A. Uh-huh.

4 Q. -- at the end of 20 --

5 A. No, it was the beginning of 2012.

6 Q. I'm sorry. The beginning of 2012.

7 A. Uh-huh.

8 Q. For \$25,000?

9 A. Uh-huh. Yes.

10 Q. Does your purchase price as listed on the
11 asset purchase agreement take into account the cost of
12 that domain?

13 A. Yes.

14 Q. So is it fair to say that the majority of the
15 payment that -- or the majority of the sale price was
16 recouping the cost of the NetCloud.com domain?

17 A. Yes.

18 Q. Do you remember how you came to that figure?
19 Obviously part of it was the domain name. Do you remember
20 how you came to sort of the rest of that figure?

21 A. I had costs involved, so I had prepaid some
22 expenses. I had prepaid some server expenses. I had
23 escrow fees in the domain that I paid, and then I kind of
24 factored in the good will of the business and whatever
25 time I had done setting up, you know, to that date.

1 **Q. Were you attempting to make a profit off of**
2 **the sale of the business?**

3 A. No.

4 **Q. Was it fair to say that your primary goal was**
5 **to just divest yourself of the business because you needed**
6 **to become fully involved in your other construction job?**

7 A. That's correct.

8 **Q. Were you paid the purchase price by Mehul?**

9 A. Yes.

10 **Q. Do you remember when you were paid the**
11 **purchase price from Mehul?**

12 A. Initially I was paid a dollar, and then he
13 didn't have the money right away, so I told him that I
14 would accept payment by the end of the year of 12/31/2012.

15 **Q. And why did you agree to wait approximately**
16 **nine/ten months to take payment?**

17 A. I didn't have any other choice. He didn't
18 have the money and I didn't have another buyer, so I
19 agreed to -- and, you know, knowing him through a family
20 friend, vouched for him, so I agreed to it.

21 **Q. And looking at Paragraph 1, did you, in fact,**
22 **transfer all of those assets listed in Paragraph 1?**

23 A. Yes.

24 **Q. Can you look at the last page of the document.**
25 **Did you, in fact, transfer all of those things listed on**

1 **Schedule A to Mehul?**

2 A. Yes.

3 **Q. Did you intend to transfer the NetCloud name**
4 **and its associated good will to Mehul?**

5 A. Yes.

6 **Q. And did you, in fact, transfer the NetCloud**
7 **name and its associated good will to Mehul?**

8 A. Yes.

9 **Q. Did you retain any rights whatsoever in the**
10 **name NetCloud after this agreement was signed?**

11 A. No.

12 **Q. And do you believe you currently have any**
13 **rights to use the NetCloud name?**

14 A. No.

15 **Q. Do you currently use the NetCloud name for**
16 **anything?**

17 A. No.

18 **Q. Let me just see the document. Did you notify**
19 **your customers that you were selling your business?**

20 A. Yes.

21 **Q. And do you know -- if you have personal**
22 **knowledge, do you know if those customers stayed with**
23 **Mehul?**

24 A. To my knowledge, yes.

25 **Q. Did you transfer the NetCloud.com domain to**

1 Mehul?

2 A. Yes.

3 Q. Did you do that upon receiving payment or did
4 you do that upon the signing of the agreement?

5 A. I don't recall.

6 Q. And did you sell or transfer the HostRocket
7 hosting account to Mehul?

8 A. Yes.

9 Q. So in your opinion, you believe -- strike
10 that. Do you believe you divested yourself through this
11 agreement of all assets of your business?

12 A. Yes.

13 MR. TUREK: Okay. I would like to -- well,
14 it's already admitted into evidence, but in case it isn't,
15 I would like to admit this into evidence as Exhibit No.
16 13.

17 MR. LOGAN: Objection, relevance.

18 MR. TUREK: I think that's all I have at this
19 time. Did you want to do a cross?

20 MR. LOGAN: Yes.

21 * * * * *

22 CROSS EXAMINATION,

23 QUESTIONS BY MR. LOGAN:

24 Q. So I just have a few questions. So this
25 current -- or not current business, but when you were

1 **doing business, the NetCloud business endeavor, that was**
2 **started in 2009 and you described it as like holdover**
3 **clients from when you sold your previous hosting business?**

4 A. Yeah, basically they were, you know, clients
5 that had expected to call me directly and receive support
6 directly from me.

7 **Q. And you said earlier there were four**
8 **customers?**

9 A. I believe it was, yeah, three or four
10 customers.

11 **Q. And are you able to name those four customers?**

12 A. I believe they're on the sheets; Schematic
13 Design, Hilltop Hospitality, and I think one of them maybe
14 left. I can't remember. One of them left, but -- so it
15 was --

16 **Q. So we have Hilltop Hospitality?**

17 A. Hilltop Hospitality, Schematic Design, and I
18 can't remember if Ohmshiv Construction was before or
19 after. I would have to look. I don't have that in front
20 of me.

21 MR. TUREK: You can review your documents if
22 that will help.

23 A. Okay. Yeah. So that was one of them as well.

24 MR. TUREK: Which one?

25 A. Ohmshiv Construction.

1 Q. (By Mr. Logan) Okay. And then -- so then are
2 those the same four customers that you then sold in 2012
3 in this asset purchase agreement?

4 A. That's correct.

5 Q. Okay. Which was Exhibit 13. So when you
6 distributed -- I'm going back to this flier, which was
7 Exhibit No. 3. Can you name any clients that you acquired
8 as a result of distributing that flier?

9 A. This one?

10 Q. Yes.

11 A. I would have to look at my papers, because
12 we've had some clients that sign up and then don't need it
13 anymore and canceled, so, you know, we have -- as hosting
14 companies go, you have customer attrition. Some stay,
15 some go.

16 Q. But so are you able to name any companies
17 under that scenario?

18 A. I would have to look at my papers. I don't
19 have it in front of me.

20 Q. Okay. And then you were doing business in
21 Norcross, Georgia?

22 A. Yes.

23 Q. And can you tell me, did you ever obtain -- or
24 sorry. Can you tell me what county that's in?

25 A. Gwinnett County.

1 **Q. And did you ever obtain a business license to**
2 **do business in Gwinnett County?**

3 A. As a product name, no, because it's not
4 required. And service name, I don't remember.

5 **Q. So do you know, did you ever obtain a**
6 **Fictitious Name Registration anywhere in Georgia for the**
7 **name NetCloud?**

8 A. I don't believe so.

9 MR. LOGAN: Okay. That's all I have.

10 MR. TUREK: And I don't have any redirect. On
11 the record, Russell, are you willing to waive the formal
12 requirement that the witness read and sign the deposition
13 in the presence of an officer authorized to administer
14 oaths?

15 MR. LOGAN: Yes.

16 MR. TUREK: And are you willing to waive the
17 formal requirement that the officer seal all of the
18 evidence and exhibits in an envelope for forwarding to the
19 Board so that everything can easily be filed
20 electronically?

21 MR. LOGAN: Yes.

22 MR. TUREK: That's all I have. Thank you very
23 much.

24 (Whereupon, the deposition concluded at 11:15 A.M.)

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CERTIFICATE OF REPORTER

I, BETH O. ZINK, a Registered Professional Reporter, Missouri CCR, Illinois CSR and Notary Public, do hereby certify that on April 16, 2014, commencing at 10:30 A.M., RAJ VIRADIA appeared at 400 Chesterfield Center, Chesterfield, Missouri, and was duly sworn by me; that counsel for Applicant appeared;

That I have not been disqualified under Rule 28 of the Federal Rules of Civil Procedure; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction;

That I am neither employed by any of the parties to the action in which this deposition was taken, nor financially or otherwise interested in the outcome of the action;

That signature by the witness was waived by agreement of counsel, and that the requirement of the officer to seal all evidence and exhibits was likewise waived by agreement of the parties.

Beth O. Zink

Notary Public within and for the
State of Illinois, ILCSR#084-004477
MOCCR#799

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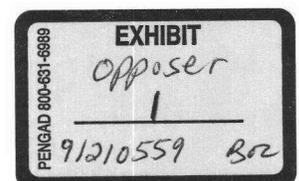
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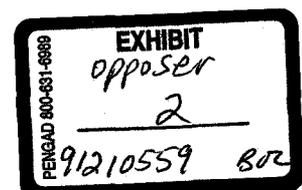
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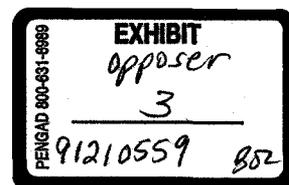
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Hilltop Hospitality, Inc.
5990 Western Hills Dr.
Norcross, GA 30071

Description	Amount
Netcloud hosting II for daysinnatlanta.com / daysinn-atlanta.com from 12/01/2009 to 03/01/2010	\$ 30.00
Total	\$ 30.00



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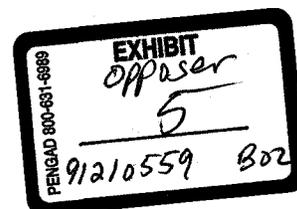
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Total	\$ 50.00





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Total	€ 50.00



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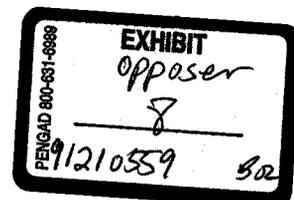
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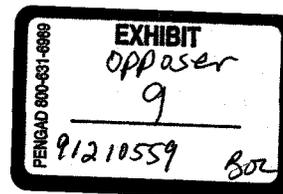
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Norcross, GA 30092
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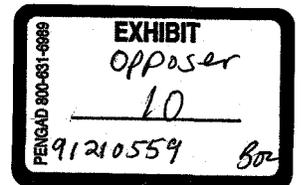
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770-884-1524

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Ohmshiv Construction, LLC
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Lawrenceville, GA 30043

Description	Amount
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Total	\$ 100.00

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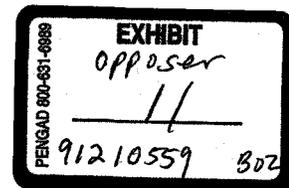
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770-884-1524

Bill to:
Girish Thakkar
Schematic Design, Inc.
6500 Papermill Drive
Knoxville, TN 37919

Description	Amount
Netcloud hosting service - sdiengineers.com / schematicdesigninc.com from 11/16/09 to 11/15/11	\$ 100.00
Total	\$ 100.00





NetCloud

Raj Viradia dba NetCloud
3462 Lockmed Drive
Norcross, GA 30092

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DATE: 11/15/2011

BILL TO

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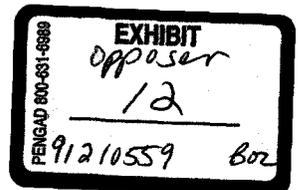
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Subtotal \$ 100.00

OTHER COMMENTS

TOTAL Due \$ 100.00

Thank You For Your Business!



ASSET PURCHASE AGREEMENT

THIS Agreement is made as of February 9, 2012 (the "Effective Date"), by and between Raj Viradia d/b/a NetCloud with an address of 3462 Lockmed Drive, Norcross, GA 30092, hereinafter referred to as "Seller", and Mehul Satasia with an address of 8813 Glen Canyon Drive, Round Rock, TX 78681, hereinafter referred to as "Buyer"

WHEREAS, Buyer desires to purchase the Business (as hereinafter defined) and substantially all of the assets of the Business owned by Seller; and

WHEREAS, Seller desires to sell the Business and substantially all of the assets of the Business to Buyer; and

WHEREAS, Seller and Buyer are desirous of reducing to writing the terms of their understanding with regard to the purchase and sale of the Business and substantially all of the assets of the Business.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF BUSINESS.** Subject to the terms and conditions provided herein, Seller shall transfer, assign, sell and convey to Buyer, except as described below, all of its rights, title and interest, tangible or intangible, in and to the web hosting business currently conducted by NetCloud and the assets used in the operation of the business (the "Business"), including but not limited to, those assets set forth on Schedule A attached hereto and made a part hereof (the "Transferred Assets") relating to NetCloud property (the "Property"), including all accounts, goodwill, trade names including the trade name "NetCloud" and domain names, service marks, customer lists, customer records and related customer information in whatever form contained or maintained, contract rights, lease rights, and other assets used in the business by Seller. **THE FOLLOWING ASSETS AND LIABILITIES WILL BE RETAINED BY SELLER:** (a) cash and bank accounts; (b) payments received for goods and services rendered through February 9, 2012; (c) accounts payable and accrued liabilities for goods and services rendered through February 9, 2012.

2. **PURCHASE TERMS/CLOSING.** Subject to the terms hereof, Buyer will pay Seller \$26,656.50 USD, which shall be paid in two installments:

(1) \$1 upon the execution of this Agreement.

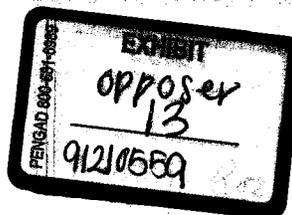
(2) Remaining balance of \$26,655.50 to be paid by 12/31/2012.

Upon execution of this of agreement, Buyer will assume responsibility for operating the Business.

3. **TRANSFER OF ASSETS.** Seller shall deliver to Buyer at closing conveyance documents as are necessary or appropriate to transfer the assets of the Business to Buyer, free and clear of any liens or encumbrances of any nature whatsoever except as specifically set forth in this Agreement.

4. **TAXES.** Seller shall be liable and responsible for all taxes arising from Seller's operation of the Business up to and including the day of closing.

5. **PRORATION.** Seller and the Buyer hereby acknowledge and agree that any and all taxes, insurance, rents, payroll, deposits and other expenses which are unbilled but have accrued as of the Closing Date shall be prorated between the parties outside of closing as of the end of business on the date of closing.



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6. DEFERRED REVENUE FROM SERVICE. Buyer shall assume all of Seller's liabilities relating to services that have been paid for but not yet rendered as of closing. Buyer will honor all existing customer contracts in effect at the time of closing.

7. LIABILITIES OF SELLER. It is expressly agreed and understood between Seller and Buyer that Buyer is acquiring the assets of the Business, and that Buyer is not assuming any debts or liabilities of Seller.

8. NOTICE. All notices, requests, demands and other communications hereunder shall be delivered to the respective parties either personally, by registered or certified mail, return receipt requested, first class postage prepaid, at the addresses set forth herein or by recognized overnight courier (FedEx, UPS).

If to Seller: Raj Viradia
3462 Lockmed Drive
Norcross, GA 30092

If to Buyer: Mehul Satasia
8813 Glen Canyon Drive
Round Rock, TX 78681

9. CONSTRUCTION AND SURVIVAL. This Agreement is the complete agreement between the parties and any contracts previously executed between the parties, along with such other written or verbal representations or warranties as may have been made by either party, their broker, agents, or assigns, are merged into this Agreement and are extinguished, except as set forth herein. The warranties, representations, covenants and provisions contained in this Agreement shall survive the closing and shall continue in full force and effect.

10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and legal representatives.

11. BREACH. In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, or collateral documents, the other party shall have the right to invoke any remedy allowed at law or in equity; reference to any particular remedy shall not preclude the exercise of any other remedies, all of which being cumulative, and the failure of a party to exercise any power hereunder or to insist upon strict compliance for the other party with any obligations hereunder, shall not constitute a waiver of any rights to demand compliance with the terms thereof.

12. ATTORNEY'S FEES. The prevailing party in any action or procedure in court or mutually agreed arbitration proceeding to enforce terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expense from the non-prevailing party.

13. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Texas.

14. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be enforceable and valid under applicable law, but if any provision of this Agreement, or any word, phrase, clause, sentence or other portion thereof shall be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

15. RELIANCE. The parties do agree and affirm that no representations, warranties, or inducements are relied upon by either party except those set forth herein in the execution of this Agreement.

16. ENTIRE AGREEMENT. This Agreement and the other agreements or instruments expressly referred to herein and executed concurrently with this Agreement, supersede and cancel all prior negotiations, agreements, representations, warranties and communications, whether oral or written, between the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

17. FURTHER ASSURANCES. At any time and from time to time after the closing, at Buyer's request and without further consideration, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Buyer may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the assets transferred, to put Buyer in actual possession and operating control thereof, and to assist Buyer in exercising all rights with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER
Raj Viradia d/b/a NetCloud

By:  02/09/2012
Raj Viradia

BUYER
Mehul Satasia

By:  02/09/2012
Mehul Satasia

Schedule A
Assets

1. Customer list: sdiengineers.com, schematicdesigninc.com, ohmshiv.com, daysinn-aflanta.com
2. Domain names: netcloud.com, netcloud.us
3. Web Hosting Reseller Account: HostRocket RocketOrbit

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