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

Proceeding	92056509
Party	Plaintiff Autodesk, Inc.
Correspondence Address	JOHN L SLAFSKY WILSON SONSINI GOODRICH ROSATI 650 PAGE MILL RD PALO ALTO, CA 94304 1050 UNITED STATES jslafsky@wsgr.com, trademarks@wsgr.com
Submission	Motion to Compel Discovery
Filer's Name	John L. Slafsky
Filer's e-mail	jslafsky@wsgr.com, trademarks@wsgr.com
Signature	/John L. Slafsky/
Date	08/07/2014
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## INTRODUCTION

Petitioner has filed a petition to cancel Registration No. 4,125,612 (the “Registration”) on the basis that it is likely to cause consumer confusion with respect to Petitioner’s 3DS MAX mark, which it has been using since at least as early as 2001 and for which it holds a prior federal registration (Registration No. 2,733,869). The approaching discovery cut-off is August 27, 2014, and Petitioner needs a meaningful document production, complete interrogatory responses, and a privilege log from Respondent before it proceeds with depositions of Respondent and possibly others. Petitioner intends then promptly to move forward to the parties’ trial testimony periods.

### **I. BACKGROUND**

Petitioner has asserted that the Registration is likely to cause confusion. Accordingly, any information bearing on the *du Pont* likelihood of confusion analysis is essential to this proceeding. *See generally In re E. I. du Pont de Nemours and Co.*, 476 F.2d 1357, 177 USPQ 563 (CCPA 1973). This information includes, but is not limited to, information and documents relating to: (1) the similarity or dissimilarity of the marks in their entirety as to appearance, sound, connotation and commercial impressions; (2) the scope and nature of the parties’ goods or services; (3) the similarity of the parties’ trade channels; (4) purchasing conditions; (5) the variety of goods on which the disputed mark is used; and (6) any other established fact probative of the effect of use.

Respondent’s Registration consists of the literal element “3DS” together with a cube design element.<sup>1</sup> Because of the prominent “3DS” element, the mark that is the subject of the Registration bears a strong similarity to Petitioner’s previously registered 3DS MAX mark; indeed, the key feature of both marks is the literal element “3DS.” For that reason, Respondent’s general use of “3DS” is highly relevant to this proceeding; it sheds light on key factors in the likelihood of confusion analysis.

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<sup>1</sup> Respondent has disclaimed “3D” but not “3DS.”

By way of background, Petitioner is the world's leading design software and services provider for the building, manufacturing, infrastructure, and media and entertainment industries. *See* Brannen Decl., Ex.1 at ¶ 1. Petitioner's 3DS MAX software provides three-dimensional ("3D") modeling, animation and rendering solutions that enable game developers, design visualization professionals and visual effects artists to digitally create realistic images, animations and complex scenes and to digitally communicate abstract or complex mechanical, architectural, engineering and construction concepts. Brannen Decl., Ex. 2 at 7. The 3DS MAX software has long been identified as a core, "flagship" product line for Petitioner. The 3DS MAX software is also a key component of Petitioner's various software suites (collections of different software offerings). *Id.* at 13.

Significantly, Petitioner also develops products and services in the area of so-called "3D printing," the focus of Respondent's business. Brannen Decl., Ex. 3. Petitioner has identified Respondent as a direct competitor. Brannen Decl., Ex. 4. According to Respondent's website:

[Respondent] is a leading provider of 3D printing centric design-to-manufacturing solutions . . . . The company also provides integrated 3D scan-based design, freeform modeling and inspection tools and an integrated 3D planning and printing digital thread . . . . Its products and services replace and complement traditional methods and reduce the time and cost of designing new products by printing real parts directly from digital input. These solutions are used to rapidly design, create, communicate, prototype or produce functional parts and assemblies, empowering customers to manufacture the future.

Brannen Decl., Ex. 5.

The Registration at issue covers, among other things, "computer software for use in designing three-dimensional objects." The mark that is the subject of the Registration is apparently used by Respondent as a house mark, to promote many, if not all, of Respondent's products generally. For example, the registered mark is prominently displayed at the top of Respondent's website. *Id.* Thus, the Registration is presumably intended to cover the breadth of Respondent's business and consumers are likely to associate the mark that is the subject of the Registration with Respondent generally, not just with a particular product or piece of Respondent's business.

## II. PROCEDURAL POSTURE

The parties have each propounded and responded to discovery, including, but not limited to, Petitioner's Requests for Production (Brannen Decl., Ex. 6), and Petitioner's Interrogatories (Brannen Decl., Ex. 7) (together, "Petitioner's Discovery Requests"), which form the basis for this motion.

Respondent has made a single production of 507 documents. Such production appears non-responsive to the majority of Petitioner's document requests, appears to include only a few internal business documents, and appears generally to be attorney-generated, rather than a genuine and thorough production based on a collection of documents from Respondent itself. Review of these documents strongly suggests that Respondent has failed to undertake a diligent search for all responsive records as required under the TBMP.

On March 28, 2014, Petitioner sent a detailed letter to Respondent identifying numerous areas of deficiency in Respondent's responses to Petitioner's Discovery Requests. Brannen Decl., Ex. 8. The parties met and conferred about these and other discovery issues on May 2, 2014 and May 5, 2014. On June 18, 2014, Petitioner sent to Respondent a follow-up letter, identifying outstanding deficiencies with respect to Respondent's discovery responses, including the following:

- Respondent has drastically and unilaterally limited Petitioner's discovery by improperly objecting to key definitions contained in Petitioner's Discovery Requests. Specifically, Respondent's Objection Nos. 8 and 9—which purport to limit discovery to only the 3DS & Design mark that is the subject of the Registration—have severely curtailed Petitioner's discovery to date.
- Respondent has adopted the position that business plans—including specifically "plans to promote or expand awareness of the mark 3DS" and "marketing plans [or] projections . . . relating to the sale, proposed sale, rendering or proposed rendering of any 3DS Product or Service"—are not relevant to this dispute, and has accordingly refused to produce any documents relating to business or marketing plans that have not been implemented. This affects Interrogatory No. 14 and Requests for Production Nos. 9 and 12.
- Respondent has refused to answer Interrogatory No. 17, which seeks information concerning studies, tests, ratings, or surveys related to the quality of 3DS Products or Services. Respondent claims that the issue of quality is not relevant to a likelihood of confusion claim.

- Respondent has refused to provide key, highly relevant information regarding when and how it first became aware of Petitioner and its use of the 3DS MAX mark. Respondent essentially provided no answer to Respondent’s Interrogatory No. 27, which requests this information (stating merely that “Respondent generally has been aware of Petitioner for many years”), and has categorically refused to supplement such answer.
- Respondent has refused to provide information or produce documents relating to a key aspect of its decision to adopt the mark that is the subject of the Registration. Namely, Respondent has refused to respond fully to Interrogatory No. 15 by declining to identify marks considered as possible alternatives in the process of selecting the mark 3DS, and has refused to respond fully to Request for Production No. 22 by refusing to produce documents pertaining to such marks.
- Respondent has refused to produce any documents whatsoever in response to Petitioner’s Request for Production No. 25, which requests all documents relating to internal communications, other than with Respondent’s legal counsel, concerning the mark 3DS.

Brannen Decl., Ex. 9.

### **III. PETITIONER HAS ENGAGED IN MEET-AND-CONFER EFFORTS**

Petitioner has sent Respondent extremely detailed letters—the first on March 28, 2014 and the second on June 18, 2014—that highlight the deficiencies of Respondent’s responses and objections and the impermissibility of the limitations on discovery unilaterally imposed by Respondent. *See* Brannen Decl., Ex. 8 and Ex. 9. The parties also met and conferred via telephone to discuss this discovery on May 2 and May 5, 2014. Such efforts notwithstanding, the parties have not been able to resolve these issues and Respondent has not provided the requested information and documents.<sup>2</sup>

In sum, the discovery cutoff looms (August 27, 2014), and therefore Petitioner cannot continue to wait for a response to its latest letter or wait for Respondent to provide additional documents and amended discovery responses.<sup>3</sup> This motion should thus be granted in its entirety.

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<sup>2</sup> Petitioner did not previously raise the absence of a privilege log but is, in the interest of judicial economy, incorporating this issue in this motion as well.

<sup>3</sup> The Board indicated in its latest order dated April 12, 2014 that “As a final matter, the Board finds that it has provided the parties ample time to complete discovery in this matter, including the extension of time provided by this order. Accordingly, the Board will not entertain any further requests to extend the close of discovery whether consented to or not.” Petitioner

## ARGUMENT

### IV. RESPONDENT'S UNILATERAL LIMITATION ON DISCOVERY IS IMPROPER AND INEQUITABLE

With respect to discovery as a general matter, it is a fundamental tenet under the TBMP and Federal Rules of Civil Procedure that “[p]arties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense . . . .” TBMP § 402.01, (citing Fed. R. Civ. Pro. 26(b)(1)). While it is true that in certain circumstances, discovery may be limited to the specific marks or goods at issue, such limitation does *not* apply where “the information that a party sells the same goods or services as the propounding party, even if under a different mark, is relevant to the issue of likelihood of confusion for purposes of establishing the relationship between the goods or services of the parties.” TBMP § 414(11); *see also TBC Corp. v. Grand Prix Ltd.*, 16 USPQ2d 1399, 1400 (TTAB 1990) (“[W]here the goods of the parties differ, information from which it may be learned whether the parties market some goods of the same type is relevant to establishing the relationship between the goods of the parties. This information may lead to the discovery and introduction of admissible evidence concerning likelihood of confusion.”). The issue here is whether Respondent’s use of other 3DS-related marks is relevant such that it should be discoverable, as Respondent has refused to provide such documents or information.

As an initial matter, there is no question that Respondent uses other 3DS-related marks. For example, prominently displayed at the top of Respondent’s website is the following mark:



The “3DS” combination is emphasized in bold by Respondent. Similarly, it appears that in many marketing materials, Respondent uses the following:

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respectfully suggests that Registrant’s unwillingness to honor its discovery obligations is good cause for the brief extension requested by Petitioner below.



Again, the “3DS” combination is emphasized in bold by Respondent. Such marks clearly reflect an emphasis on the character grouping “3DS” in particular, even while Respondent is formally named 3D Systems. Additionally, it appears that Respondent elsewhere makes use of the 3DS word mark, with no design elements such as the one in the Registration.

The relevance of such 3DS-related marks to this dispute is further evidenced by Respondent’s own discovery requests. Respondent itself has demanded discovery of marks of Petitioner that are not even alleged in the Petition. For example, in interrogatories propounded by Respondent on Petitioner, it demanded information pertaining to the earliest date that Petitioner commenced use of “any mark containing the term ‘3DS’ in commerce . . . .”

Similarly, it has requested:

- “Any and all documents and things reflecting or referring, in whole or in part, to [Petitioner’s] decision to adopt a trademark, trade name and/or service mark containing (a) the term ‘3DS’ . . . .”
- “All documents and things referring or relating to any applications by Autodesk to register trademarks containing the term ‘3DS’ . . . .”
- “All documents and things referring or relating to the application for, issuance, use or licensing or enforcement of, or challenges to, any trademark registrations containing the term ‘3DS’ . . . .”
- “All documents and things referring or relating to any use of trademarks or trade names containing the term ‘3DS’ by any person or entity other than Petitioner and Respondent.”
- “Any and all documents and things dated prior to January 22, 2001 concerning, in whole or in part, the advertisement, promotion, offering for sale, or marketing of products or services by or on behalf of Autodesk and its Licensees, in connection with which any mark containing the term ‘3DS’ was used.”

- “All documents and things referring or relating to any agreement, either written or oral, concerning any use or non-use of . . . any trademark, trade name or other designation containing the term ‘3DS.’”

Brannen Decl., Ex.10.

Strikingly, at the same time, Respondent has unilaterally limited Petitioner’s discovery to only the specific 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612.<sup>4</sup> For ease of reference, we excerpt Petitioner’s definitions and Respondent’s objections below, pursuant to which Respondent refuses to produce the very same kinds of documents that it demands from Petitioner:

Petitioner’s Definitions:

The term “3DS,” “the mark 3DS,” or “the 3DS mark” means any word, name, symbol or device or other designation of origin incorporating the letter string 3DS, or its phonetic equivalent as well as any domain name incorporating the letter string 3DS. This definition includes but is not limited to the trademark in United States Patent and Trademark Office . . . Registration No. 4,125,612 for the mark 3DS AND DESIGN.

The term “3DS Product or Service” means any product or service offered for sale, offered for distribution, sold, distributed, advertised, marketed, or promoted in the U.S.—by you or by your licensees—in connection with the mark 3DS.

Respondent’s Objection Nos. 8 and 9:

When answering Petitioner’s interrogatories, and unless otherwise noted, Respondent will respond only with respect to the mark subject to this proceeding, namely 3DS & Design mark shown below:



Similarly, Petitioner’s definition of the terms “3DS,” “the mark 3DS,” and “the 3DS mark” to include marks other than the mark subject to this proceeding is overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

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<sup>4</sup> As Petitioner has pointed out to Respondent, “to the extent Respondent has concerns regarding trade secrets or confidential information, such concerns are addressed by the operative Protective Order and provide no basis for refusing to produce these highly relevant documents.” Brannen Decl., Ex. 8 at 3.

Respondent similarly objects to the definition of the term “3DS Product or Services” as overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, by referring: (a) to products and services offered and sold in conjunction with “the mark 3DS,” and (b) to the extent the interrogatory calls for the provision of information or the production of materials in the possession, custody or control by those other than Respondent, such as “licensees.”

Brannen Decl., Ex. 11 at Objections 8-9. As a result of these objections, Respondent has refused to respond (or respond completely) to numerous Interrogatories and Requests for Production.

*This fundamental disagreement infects nearly every single Discovery Request propounded by Petitioner.*<sup>5</sup> As explained below, Respondent’s position is misplaced for at least two fundamental reasons.

*First*, discovery of Respondent’s use of “3DS” beyond the specific mark in the Registration is key to understanding the likelihood of confusion because it will shed important light on the full scope of goods and services promoted by Respondent under its 3DS-related marks generally. *See* TBMP § 414(11) (where parties sell similar goods and services, discovery of other marks informs understanding of range of business and thus is relevant to likelihood of confusion); *see also* Brannen Decl., Ex. 1 at ¶¶ 20-21. Indeed, as set forth above, Respondent has sought such information in its own discovery demands served on Petitioner.

*Second*, Respondent has explicitly refused to limit its own defense of this matter to the design mark that is the subject of the Registration. Brannen Decl., Ex. 9 at 4. Specifically, this means that while on the one hand Respondent refuses to provide any information or documents pertaining to its other 3DS marks, on the other hand it reserves its rights to raise such other marks in connection with its defenses, such as waiver, estoppel, unclean hands and/or acquiescence. Brannen Decl., Ex. 12. Respondent, for example, reserves its right to argue that “3DS” is an abbreviation of its business name that it has used for years, allegedly without

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<sup>5</sup> Although Respondent asserts several grounds in these objections, the primary disagreement between the parties distills down to the issue of relevancy. However, it should be noted that Petitioner’s definitions are obviously not “vague and ambiguous,” as Respondent clearly understood when so objecting that they are intended to encompass *all* 3DS marks, beyond just the specific mark that is the direct subject of this proceeding. Brannen Decl., Ex. 11 at Objections 8-9.

confusion. *See* Brannen Decl., Ex. 9. This alone renders such marks relevant to discovery of Respondent’s affirmative defenses.

In sum, Respondent’s refusal to provide Petitioner with any discovery pertaining to 3DS-related marks generally is improper. Absent intervention by the Board, Petitioner stands to receive discovery of only a small fraction of the documents that are relevant to this case. Accordingly, Respondent should be ordered to: (1) produce all documents responsive to Petitioner’s definitions for all affected document requests; and (2) revise its interrogatory responses to encompass the clear and unambiguous definitions provided to it by Petitioner.

#### **V. RESPONDENT’S DOCUMENT PRODUCTION IS INSUFFICIENT**

Even putting aside Respondent’s express limitations on discovery, its production to date has been insufficient. Respondent has made a single production of 507 documents in response to Petitioner’s 49 document requests. Of those documents, the majority appear to be attorney-generated printouts from the Internet or other public domain sources. For example, it appears that less than 20 documents consist of emails of Respondent. And within even those emails, almost all appear to reflect relatively non-substantive communications within *very* limited timeframes.<sup>6</sup> Indeed, the timeframe for production of emails appears to be limited to 2011 – 2013, even while Respondent claims to have invented 3D printing and commercialized it in 1989, and has ostensibly been in business since at least that time. Brannen Decl., Ex. 13. Petitioner’s registered mark was first used in 2001.

The lack of relevant responsive documents produced by Respondent calls into question the reasonableness of its search for responsive documents in general. *See* TBMP § 408.02 (“A party served with a request for discovery has a duty to thoroughly search its records for all information properly sought in the request . . . .”); *see also* *Bison Corp. v. Perfecta Chemie B.V.*, 4 USPQ2d 1718, 1720 (TTAB 1987) (noting that “[e]ach party has an obligation to thoroughly

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<sup>6</sup> For example, it appears that approximately four emails date to 2012, and one email to 2011.

check its records in order to provide the requested discovery . . .” and excluding responsive documents not produced in discovery where no thorough investigation was made to find them).

Given the paucity of responsive documents produced by Respondent, Petitioner can only conclude that Respondent has not conducted a thorough search or collection of its records for responsive documents. At a minimum, Respondent should be required to certify that it has produced all responsive documents, and any responsive documents not included in its production should be excluded from this proceeding.

## **VI. OTHER DISPUTED DISCOVERY ISSUES**

Respondent’s refusal to provide specific information and documents in several relevant categories is similarly unfounded. In particular:

1. Respondent’s position that its plans regarding the 3DS mark—namely, promotional, marketing, or business plans—are not relevant to this proceeding is wholly without merit. A party’s business plans shed light on the proximity or overlap of the parties’ businesses and the potential for commercial conflict. *See* TBMP § 414(8) (“A party’s plans for expansion may be discoverable under protective order.”); *see also Johnston Pump/Gen. Valve Inc. v. Chromalloy American Corp.*, 10 USPQ2d 1671, 1675 (TTAB 1988) (opposer’s intent to expand business to include manufactured products similar to applicant’s is relevant). This is true irrespective of whether the plans later come to fruition.

2. Respondent’s refusal to supply key information and documents pertaining to its selection of the mark in the Registration is baseless. Its selection of the mark that is the subject of the Registration, including what other marks it considered in that process, speaks to Respondent’s intent in selecting the mark. It is well-accepted that Respondent’s intent is a relevant factor in the likelihood of confusion analysis. *E.g., L.C. Licensing Inc. v. Berman*, 86 USPQ2d 1883, 1890-91 (TTAB 2008) (noting that applicant’s bad faith is strong evidence of likelihood of confusion); *Lever Bros. Co. v. Riodela Chem. Co.*, 41 F.2d 408, 5 USPQ 152, 154-155 (CCPA 1930); 4 J. THOMAS MCCARTHY, MCCARTHY ON TRADEMARKS AND UNFAIR COMPETITION § 23:110 (“It is well established that an intent of the alleged infringer to gain

through confusing customers or others is relevant to the issue of likelihood of confusion.”); *see also In re E. I. du Pont de Nemours and Co.*, 476 F.2d 1357, 177 USPQ 563, 568 (CCPA 1973) (any fact probative of the effect of use is relevant to determining likelihood of confusion). It is often stated by courts that a party has a multitude of possible marks available for adoption and use, and therefore there is no excuse for a party adopting a mark likely to cause confusion with those already in use by others; evidence that Respondent has done so weighs in favor of likelihood of confusion. *E.g.*, *Planters Nut & Chocolate Co. v. Crown Nut Co.*, 305 F.2d 916, 924-25, 134 USPQ 504, 511 (CCPA 1979); *Carlisle Chem. Works, Inc. v. Hardman & Holden Ltd.*, 434 F.2d 1403, 1406-07, 168 USPQ 110, 113 (CCPA 1970); *Skelly Oil Co. v. Powerine Co.*, 86 F.2d 752, 754, 24 CCPA 790, 794 (CCPA 1936) (“A vast field of words, phrases and symbols is open to one who wishes to select a trade-mark to distinguish his product from that of another. . . . As between a newcomer and one who by honest dealing has won favor with the public, doubts are always resolved against the former.”).

3. Respondent’s claim that the quality of the goods or services offered under the 3DS mark is irrelevant is meritless. Among other things, the quality of the goods and services offered under the 3DS mark sheds light on the relationship between the parties’ goods and businesses and how consumers perceive Respondent and the goods and services it offers under the 3DS mark; therefore it unquestionably is a “fact probative of the effect of use.” *Cf. In re E. I. du Pont de Nemours and Co.*, 476 F.2d 1357, 1361, 177 USPQ 563, 567 (CCPA 1973).

4. Respondent’s refusal to provide information regarding how and when it first became aware of Petitioner and its use of the 3DS mark is also highly relevant to this proceeding. As with information regarding the mark selection process, it goes to Respondent’s intent in selecting the mark that is the subject of the Registration, which, as discussed above, is highly relevant to the likelihood of confusion analysis. *See, e.g., Dan Robbins & Assocs., Inc. v. Questcor Corp.*, 599 F.2d 1009, 1013, 202 USPQ 100, 104-05 (CCPA 1979).

5. Respondent’s refusal to produce documents relating to internal communications concerning the mark 3DS is tantamount to a statement that it will not produce anything that is

not publicly available or public-facing concerning the mark at issue. Such documents could include documents relating to concerns about confusion with Petitioner, Respondent's awareness of Petitioner's superior rights and knowledge that it was infringing on such rights by using and registering the mark at issue, and so on.

Accordingly, Respondent should be ordered to: (1) provide substantive interrogatory responses, in full, to Interrogatory Nos. 14, 15, 17, and 27; and (2) produce all documents responsive to Request Nos. 9, 12, 22, and 25.

#### **VII. RESPONDENT MUST SUPPLEMENT ITS DISCOVERY RESPONSES**

As a result of the parties' meet-and-confer efforts in early May, Respondent agreed that several of its responses to Petitioner's Discovery Requests were incomplete and required supplementation or amendment. *See* TBMP § 408.03 (party must supplement its responses to interrogatories and requests for production if it learns that such responses were incomplete or incorrect in some material respect, and if such information has not otherwise been made known to the other parties during the discovery process or in writing). Accordingly, Respondent agreed to provide amended responses to certain requests and interrogatories in order to clarify or supplement its original responses, including with respect to Interrogatory Nos. 1, 3, 4, 5, 9, 12, 22, and 24 and Requests for Production Nos. 1, 15, 18, 23-24, and 27-32.

To date, Respondent has not provided any amended responses or otherwise complied with this commitment. Accordingly, Respondent should be ordered to provide amended written responses to Petitioner's Discovery requests in order to provide the agreed-upon supplemental information and clarifications.

#### **VIII. RESPONDENT SHOULD PROVIDE A PRIVILEGE LOG**

Finally, although Respondent objected to all requests for production to the extent they "seek[] documents protected by the attorney client privilege or the attorney work product doctrine," and specifically objected to numerous document requests (Nos. 22, 23, 27, 28-30, 33-49) on such grounds, Brannen Decl., Ex. 14, Respondent has not produced a privilege log to petitioner, in violation of its duties under the Federal Rules of Civil Procedure. Fed. R. Civ. P.

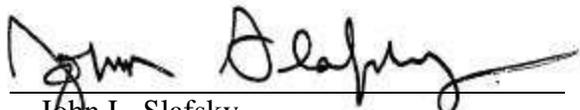
26(b)(5)(A); *Red Wing Co. v. J.M. Smucker Co.*, 59 USPQ2d 1861, 1864 n.5 (TTAB 2001) (“[A]s provided for in Fed. R. Civ. P. 26(b)(5), a party making a claim of privilege must do so expressly and otherwise describe the nature of the documents, communications, or things not produced or disclosed in a manner enabling the other party to assess the applicability of the claim of privilege . . . .”). Petitioner requires a privilege log to assess Respondent’s numerous assertions of privilege, in particular given the lack of responsive documents produced in general to date. Respondent should be ordered to provide a privilege log; if not provided, privilege should be deemed waived and all documents so withheld ordered produced.

### CONCLUSION

For the reasons stated above, Petitioner respectfully requests that the Board grant this Motion in entirety. Pursuant to TBMP 510.03(a), Petitioner submits that this proceeding should be suspended pending the disposition of this Motion. Finally, Petitioner further requests that upon disposition of this Motion, the Board reset and extend pre-trial deadlines by 60 days from the date of its Order so that Respondent can promptly make a supplemental document production and supplement its interrogatory responses and so that Petitioner may then conduct depositions with the benefit of such discovery.

Dated: August 7, 2014

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By: 

John L. Slafsky  
Luke A. Liss  
Stephanie S. Brannen  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, California 94304-1050  
Tel: (650) 493-9300  
Fax: (650) 493-6811  
trademarks@wsgr.com

Attorneys for Petitioner



5. Attached hereto as Exhibit 4 is a true and correct copy of excerpts from Autodesk's Form 10-K filed with the United States Securities and Exchange Commission for the fiscal year ended January 31, 2014.

6. Attached hereto as Exhibit 5 is a true and correct copy of a screen shot from 3D Systems' webpage located at <http://www.3dsystems.com/>.

7. Attached hereto as Exhibit 6 is a true and correct copy of PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT dated September 6, 2013.

8. Attached hereto as Exhibit 7 is a true and correct copy of PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION TO REGISTRANT dated September 6, 2013.

9. Attached hereto as Exhibit 8 is a true and correct copy of a letter correspondence sent to Jason M. Sneed from John L. Slafsky dated March 28, 2014.

10. Attached hereto as Exhibit 9 is a true and correct copy of a letter correspondence sent to Jason M. Sneed from John L. Slafsky dated June 18, 2014.

11. Attached hereto as Exhibit 10 is a true and correct copy of RESPONDENT 3D SYSTEMS, INC.'S FIRST SET OF INTERROGATORIES TO PETITIONER dated November 11, 2013.

12. Attached hereto as Exhibit 11 is a true and correct copy of RESPONDENT'S RESPONSES AND OBJECTIONS TO PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT dated January 17, 2014.

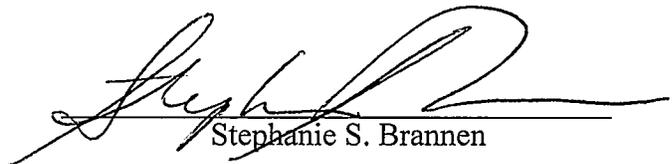
13. Attached hereto as Exhibit 12 is a true and correct copy of Respondent's ANSWER TO PETITION FOR CANCELLATION dated April 23, 2013.

14. Attached hereto as Exhibit 13 is a true and correct copy of a screen shot from 3D Systems' webpage located at <http://www.3dsystems.com/about-us>.

15. Attached hereto as Exhibit 14 is a true and correct copy of RESPONDENT'S RESPONSES AND OBJECTIONS TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION TO REGISTRANT dated January 17, 2014.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Palo Alto, California, on August 7, 2014.

Date: August 7, 2014

  
Stephanie S. Brannen

# Exhibit 1

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

AUTODESK, INC.,  
Petitioner,  
v.  
3D SYSTEMS, INC.,  
Respondent.

Cancellation No:  
PETITION FOR CANCELLATION

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Re: Mark: 3DS AND DESIGN  
Registration No.: 4,125,612  
International Classes: 1, 7, 9 and 40  
Filed: September 21, 2011  
Registered: April 10, 2012

Autodesk, Inc. ("Petitioner"), a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 111 McInnis Parkway, San Rafael, California 94903, believes that it has been and will be damaged by the registration of the mark shown in Registration No. 4,125,612, and thus hereby petitions to cancel the registration.

As grounds for this Petition, Petitioner alleges that:

1. Petitioner is the world's leading design software and services provider for the building, manufacturing, infrastructure, and media and entertainment industries. Its stock is publicly traded in the United States on the NASDAQ exchange. Petitioner does business in approximately 160 countries.
2. Petitioner develops and distributes software to over six million users. Petitioner's customers include 100 percent of *Fortune 100* companies and approximately 98 percent of *Fortune 500* companies.

3. Petitioner is the well-known leader in the field of software for computer-aided design (“CAD”). CAD software is used in design applications by architects, engineers, manufacturers and others.

4. 3DS MAX is Petitioner’s name for its industry-leading computer graphics software for making animations, models and images. This software is used by architects, video and television producers, game developers and movie special-effects experts, among others.

5. Petitioner has been using the 3DS MAX mark in connection with its CAD software products since at least as early as 2001.

6. Petitioner has sold or licensed in commerce tens of millions of dollars of software products using the 3DS MAX mark.

7. Petitioner has distributed promotional materials, instruction manuals, and other documents featuring the 3DS MAX mark. Petitioner has included the 3DS MAX mark in the user interface of its software products. Petitioner has also promoted the 3DS MAX mark on its <autodesk.com> website.

8. Petitioner’s 3DS MAX mark has received considerable publicity. Upon information and belief, thousands of press reports have associated the 3DS MAX mark with Petitioner.

9. As a result of the significant sales and success of Petitioner’s products over a decade, users of CAD software have come to associate the 3DS MAX mark closely with Petitioner.

10. Petitioner’s 3DS MAX mark is symbolic of extensive goodwill and customer recognition built up by Petitioner.

11. Petitioner’s 3DS MAX mark is famous within the CAD software field. This fame pre-dates Respondent’s first use of 3DS as a trademark and Respondent’s application to register a trademark based on 3DS.

12. Petitioner owns the following federal trademark registration: Registration No. 2733869 for 3DS MAX for “computer programs for animating, modeling and rendering

images, for use in computer-aided design, animation, graphics, game design and design modeling applications” in International Class 9.

13. The first and predominant element of Petitioner’s 3DS MAX mark is 3DS.

14. Users of CAD software and related goods and services are likely to associate 3DS with Petitioner’s 3DS MAX mark or with Petitioner.

15. Petitioner is informed and believes, and therefore alleges, that Respondent nonetheless filed an application on September 21, 2011 to register 3DS as a trademark with the U.S. Patent and Trademark Office (“USPTO”), and this application matured into Registration No. 4,125,612.

16. According to public records of the USPTO, the current information concerning Registration No. 4,125,612 is as follows:

Registrant:	3D Systems, Inc.
Mark:	3DS AND DESIGN
Registration date:	April 10, 2012
International Classes:	1, 7, 9 and 40
Goods:	Solid imaging materials, namely, plastic, metal, wax, silicone, urethane, ceramic or composite materials, used to create three-dimensional embodiments of computer generated designs (International Class 1); computer driven machine for making three-dimensional embodiments of computer generated designs (International Class 7); computer software for use in designing three-dimensional objects and controlling machines for making three-dimensional embodiments of the objects (International Class 9); and manufacture of three-dimensional objects, namely, prototypes, models, patterns, molds, medical devices or finished goods, to the order and specification of others (International Class 40).

17. The predominant element of Registrant’s 3DS AND DESIGN mark is 3DS.

18. Respondent has registered the trademark 3DS AND DESIGN in connection with Class 9 goods that are substantially similar or identical to Petitioner’s Class 9 goods.

19. Respondent has registered the mark 3DS AND DESIGN in connection with goods and services in Classes 1, 7 and 40 that are directly related, or complementary with, to Petitioner’s goods and services.

20. In view of the substantially similar marks and goods and services of the parties, Respondent's 3DS AND DESIGN mark so resembles Petitioner's 3DS MAX mark as to be likely to cause confusion, to cause mistake, or to deceive.

21. As a result of the registration of 3DS AND DESIGN, confusion in the trade and in the public is likely to result. Confusion caused by Respondent will damage Petitioner and injure its reputation in the trade and with the public. That confusion will also injure the public, in that consumers, upon seeing Respondent's mark used in connection with Respondent's goods and services, are likely to believe that Respondent's goods and services are somehow associated with or approved by Petitioner.

22. As a result of Respondent's registration of 3DS AND DESIGN, the distinctiveness of Petitioner's 3DS MAX mark will be diluted.

23. Petitioner has been and will be damaged by the Respondent's registration of 3DS AND DESIGN because, among other reasons, the continued registration of this mark by Respondent may adversely affect the scope of Petitioner's rights to its 3DS MAX mark.

WHEREFORE, Petitioner prays that Registration No. 4,125,612 be cancelled and that this petition be sustained in favor of Petitioner.

Petitioner authorizes payment of the required filing fee of \$300.00 from its counsel's USPTO Deposit Account. Please charge the fee to Deposit Account No. 23-2415 ATTN: 5477.569.

Please address all U.S.P.T.O. communications concerning this Petition to Petitioner's

attorneys:

John L. Slafsky  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, California 94304-1050  
Tel: (650) 493-9300  
Fax: (650) 493-6811  
trademarks@wsgr.com

Dated: November 29, 2012

Respectfully submitted,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation



By: John L. Slafsky

Attorneys for Petitioner  
AUTODESK, INC.

**CERTIFICATE OF SERVICE BY NEXT-DAY DELIVERY**

I, Elvira Minjarez, declare:

I am employed in Santa Clara County. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304-1050. I am readily familiar with Wilson Sonsini Goodrich & Rosati's practice for collection and processing of correspondence for next-day delivery by an express mail service. In the ordinary course of business, correspondence would be consigned to an express mail service on this date.

On this date, I served **PETITION FOR CANCELLATION** on the person(s) listed below by placing the document(s) described above in an envelope addressed as indicated below, which I sealed. I consigned the envelope(s) to an express mail service by placing it/them for collection and processing on this day, following ordinary business practices at Wilson Sonsini Goodrich & Rosati.

Keith Roberson  
3D Systems, Inc.  
333 Three D Systems Circle  
Rock Hill, South Carolina 29730-7811

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on November 29, 2012.

  
Elvira Minjarez

# Exhibit 2

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 31, 2013

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 0-14338

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**AUTODESK, INC.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation or organization)

111 McInnis Parkway,  
San Rafael, California

(Address of principal executive offices)

94-2819853

(I.R.S. employer  
Identification No.)

94903

(Zip Code)

Registrant's telephone number, including area code: (415) 507-5000

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 Par Value	The NASDAQ Stock Market LLC (NASDAQ Global Select Market)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 ("Exchange Act"). Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes  No

As of July 31, 2012, the last business day of the registrant's most recently completed second fiscal quarter, there were approximately 225.8 million shares of the registrant's common stock outstanding that were held by non-affiliates, and the aggregate market value of such shares held by non-affiliates of the registrant (based on the closing sale price of such shares on the NASDAQ Global Select Market on July 31, 2012, the last trading day of our second fiscal quarter) was approximately \$7.7 billion. Shares of the registrant's common stock held by each executive officer and director have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 28, 2013, registrant had outstanding approximately 223.8 million shares of common stock.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Proxy Statement for registrant's Annual Meeting of Stockholders (the "Proxy Statement"), are incorporated by reference in Part III of this Form 10-K to the extent stated herein. The Proxy Statement will be filed within 120 days of the registrant's fiscal year ended January 31, 2013.

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products and services to customers who design, build, manage or own building, manufacturing and infrastructure projects. In addition to software products, the PSEB, AEC and MFG segments offer a range of services, including consulting, support and training, largely dedicated to enhancing our ability to sell licenses and maintenance subscriptions to our software products. Our M&E segment derives revenue from the sale of licenses of software products to creative professionals, post-production facilities, and broadcasters for a variety of applications, including feature films, television programs, commercials, music and corporate videos, interactive game production, web design and interactive web streaming. In addition, our animation products produced by our M&E segment are often used by customers of products from our other segments for the visualization of their designs.

The principal products and services of these segments include the following:

- Flagship products, which accounted for approximately 56% of our net revenue in fiscal 2013, are our core standalone horizontal, vertical and model-based design products including AutoCAD, AutoCAD LT, AutoCAD Mechanical, AutoCAD Civil 3D, AutoCAD Map, AutoCAD Architecture, Maya and 3ds Max.
- Suites, which accounted for approximately 30% of our net revenue in fiscal 2013, are a combination of products that target a specific user objective (product design, building design, etc.) and support a set of workflows for that objective, including Autodesk Product Design Suites, Autodesk Building Design Suites, Autodesk Educational/academic Suites, Autodesk Infrastructure Design Suites and AutoCAD Design Suites.
- New and Adjacent products, which accounted for approximately 15% of our net revenue in fiscal 2013, are new product offerings as well as products that are not considered flagship or suites including Autodesk Creative Finishing products, Autodesk Moldflow products and Autodesk Vault.

### **Corporate Information**

We were incorporated in California in April 1982 and were reincorporated in Delaware in May 1994. Our principal executive office is located at 111 McInnis Parkway, San Rafael, California 94903, and the telephone number at that address is (415) 507-5000. Our internet address is [www.autodesk.com](http://www.autodesk.com). The information posted on our website is not incorporated into this Annual Report on Form 10-K. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge on the Investor Relations portion of our web site at [www.autodesk.com](http://www.autodesk.com) as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The public may also read and copy any material we file with the SEC at the SEC's Public Reference Room at 100 F Street N.E. Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1 (800) SEC-0330.

### **PRODUCTS**

The principal product offerings from Autodesk's different segments are as follows:

#### PSEB

Our PSEB segment includes our design product, AutoCAD. Our AutoCAD product is a platform product that underpins our design product offerings for all the industries we serve. For example, our AEC and MFG segments offer tailored versions of AutoCAD software for the industries they serve. Our AutoCAD product also provides a platform for our developer partners to build custom solutions for a range of diverse design-oriented markets. PSEB's revenue primarily includes revenue from sales of licenses of our design products, AutoCAD and AutoCAD LT, as well as the Autodesk Design Suite and many other design and consumer products. The segment's principal product offerings included the following during fiscal 2013:

- *AutoCAD*

AutoCAD software, which is our largest revenue-generating product, is a customizable and extensible computer-aided design (CAD) application for professional design, drafting, detailing and visualization. AutoCAD software provides digital tools that can be used independently and in conjunction with other specific applications in fields ranging from construction to manufacturing, civil engineering and process plant design.

- *AutoCAD LT*

AutoCAD LT software is purpose built for professional drafting and detailing. AutoCAD LT includes document sharing

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capability without the need for software customization or certain advanced functionality found in our AutoCAD product. Users can share all design data with team members who use our AutoCAD product or other Autodesk products built on AutoCAD. AutoCAD LT software is our second largest revenue-generating product.

### AEC

Our AEC software products help to improve the way building, civil infrastructure, process plant and construction projects are designed, built and managed. A broad portfolio of solutions enables greater efficiency, accuracy and sustainability across the entire project lifecycle. Our AEC solutions include advanced technology for building information modeling ("BIM"), AutoCAD-based design and documentation productivity software, sustainable design analysis applications, collaboration and project management solutions. BIM, an integrated process for building and infrastructure design, analysis, documentation and construction, uses consistent, coordinated information to improve communication and collaboration between the extended project team. AEC provides a comprehensive portfolio of BIM solutions that help customers deliver projects faster and more economically, while minimizing environmental impact. The segment's principal product offerings included the following during fiscal 2013:

- *Autodesk Building Design Suites*

Autodesk Building Design Suites ("BDS") give the power of BIM or CAD, with tools for modeling, visualization, and documentation. With a comprehensive set of tools, BDS gives customers the ability to manage all phases of design and construction. Three editions of BDS are available to meet each customer's particular business needs and offers the depth and breadth of the Autodesk portfolio.

- *Autodesk Revit*

Purpose-built for BIM, the Autodesk Revit products collect information about a building project and allow this information to be coordinated across all other representations of the project, so that every drawing sheet, 2D and 3D view and schedule is based on internally consistent and complete information from the same underlying building database. The Autodesk Revit products, including AutoCAD Revit Architecture Suite, AutoCAD Revit MEP Suite and AutoCAD Revit Structure Suite, provide an intuitive, sophisticated, model-based design and documentation system for architects; mechanical, electrical and plumbing ("MEP") engineers; structural engineers; design-build teams; and other design and building industry professionals.

- *AutoCAD Civil 3D*

AutoCAD Civil 3D products provide a surveying, design, analysis, and documentation solution for civil engineering, including land development, transportation, and environmental projects. Using a model-centric approach that automatically updates documentation as design changes are made, AutoCAD Civil 3D products enable civil engineers, designers, drafters, and surveyors to significantly boost productivity and deliver higher-quality designs and construction documentation faster. With AutoCAD Civil 3D products, the entire project team works from the same consistent, up-to-date model so they stay coordinated throughout all project phases.

- *AutoCAD Map 3D*

AutoCAD Map 3D software provides direct access to data needed for infrastructure planning, design and management activities. AutoCAD Map 3D software helps professionals working on transportation, land development, water and power projects to more easily create, manage and analyze design geographic information system and asset data.

### MFG

Our MFG segment provides manufacturers in automotive and transportation, industrial machinery, consumer products and building products with comprehensive digital prototyping solutions that bring together product data from all phases of the product development through production process to develop a single digital model created in Autodesk Inventor software. Our solutions for digital prototyping are scalable, attainable, cost-effective and allow for real-world simulation, enabling a broad group of manufacturers to realize benefits with minimal disruption to existing workflows. MFG's principal product offerings included the following during fiscal 2013:

- *Autodesk Product Design Suites*

Autodesk Product Design Suites ("PDS") is a comprehensive solution for digital prototyping, delivering 3D design,

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visualization and simulation tools to complete the entire engineering process. The digital prototyping capabilities of PDS can help customers design better products, reduce development costs and get to market faster. Three editions of PDS are available to meet each customer's particular business needs and offers the depth and breadth of the Autodesk portfolio.

- *AutoCAD Mechanical*

AutoCAD Mechanical software is purpose-built to accelerate the mechanical design process. AutoCAD Mechanical software offers users significant productivity gains and helps save hours of design time by including all the functionality of AutoCAD software, in addition to comprehensive libraries of standards-based parts and tools for automating common design tasks.

- *Autodesk Inventor*

Autodesk Inventor allows manufacturers to go beyond 3D design to digital prototyping by giving engineers a comprehensive and flexible set of tools for 3D mechanical design, simulation, analysis, tooling, visualization and documentation. With Autodesk Inventor, engineers can integrate AutoCAD drawings and model-based design data into a single digital model, creating a virtual representation of a final product that enables them to validate the form, fit and function of the product before it is ever built.

- *Autodesk Moldflow*

The Autodesk Moldflow family of injection molding simulation software provides tools that help manufacturers optimize the design of plastic parts and injection molds, and study the injection molding process.

## M&E

Our M&E segment is comprised of two product groups: Animation and Creative Finishing. Animation products are sold as software only and provide tools for digital sculpting, modeling, animation, effects, rendering, and compositing for design visualization, visual effects and games production. Creative Finishing products are primarily sold as turnkey solutions for editing, finishing and visual effects design and color grading. Principal product offerings in our M&E segment's Animation and Creative Finishing product groups included the following during fiscal 2013:

### *Animation*

- *Autodesk Maya*

Autodesk Maya software provides 3D modeling, animation, effects, rendering and compositing solutions that enable film and video artists, game developers and design visualization professionals to digitally create engaging, lifelike images, realistic animations and simulations, and extraordinary visual effects.

- *Autodesk 3ds Max*

Autodesk 3ds Max software provides 3D modeling, animation and rendering solutions that enable game developers, design visualization professionals and visual effects artists to digitally create realistic images, animations and complex scenes and to digitally communicate abstract or complex mechanical, architectural, engineering and construction concepts.

### *Creative Finishing*

- *Autodesk Flame, Autodesk Smoke, Autodesk Lustre and Autodesk Flare*

Autodesk Flame software is an interactive real-time design, finishing, grading and visual effects solution for supervised post-production. Autodesk Smoke software is a non-linear and non-compressed online editing, effects and finishing software application and is used in commercials, music videos, corporate video, film as well as broadcast design projects. Autodesk Lustre software is a high-performance color grading solution used by artists for creative look development and final color and lighting effects for both film and television. Autodesk Flare software is a software solution that offers the compositing capabilities of Flame contributing to faster project completion.

## GLOSSARY OF TERMS

**BIM (Building Information Modeling)**-BIM describes a model-based technology linked with a database of project information, and is the process of generating and managing information throughout the life cycle of a building. BIM is used as a digital representation of the building process to facilitate exchange and interoperability of information in digital formats.

**Constant currency growth rates**-We attempt to represent the changes in the underlying business operations by eliminating fluctuations caused by changes in foreign currency exchange rates as well as eliminating hedge gains or losses recorded within the current and comparative period. Our constant currency methodology removes all hedging gains and losses from the calculation.

**Digital prototyping**-Digital prototyping allows designers, architects and engineers to analyze, simulate and visualize a design using a digital or virtual model rather than a physical model.

**Flagship**-Autodesk flagship products are our core design products. Flagship includes the following products: 3ds Max, AutoCAD, AutoCAD LT, AutoCAD vertical products (such as AutoCAD Architecture, AutoCAD Map and AutoCAD Mechanical), Civil 3D, Maya, Plant 3D, and Revit products (standalone).

**New and Adjacent**-Autodesk new and adjacent products include Autodesk's new product offerings as well as products that are not included in flagship or suites. New and adjacent includes the following services and products: Autodesk Alias Design products, Autodesk Consulting, Autodesk Buzzsaw, Autodesk Constructware, Autodesk consumer products, Autodesk Creative Finishing products, Autodesk Moldflow products, Autodesk Navisworks, Autodesk Simulation, Autodesk Vault products, Autodesk 360 and all other products.

**Suites**-Autodesk design suites are a combination of products that target a specific user objective (product design, building design, etc.) and support a set of workflows for that objective. Our new design and creation suites include: Autodesk Design Suite, Autodesk Building Design Suite, Autodesk Educational/academic Suites, Autodesk Entertainment Creation Suite, Autodesk Factory Design Suite, Autodesk Infrastructure Design Suite, Autodesk Plant Design Suite, and Autodesk Product Design Suite. Our previously established suites include: Autodesk Inventor family suites, Autodesk Revit family suites, and education solutions suites.

**Upgrade**-Upgrades allow customers to pay an incremental fee at currently available prices toward the purchase of the latest version of the same product. Upgrades are available only for licenses of software that are up to three versions prior to the latest version available; an upgrade terminates the license to the previous version of the product. A similar exchange and termination of a previous version of a product that is four versions prior to the latest version available is recorded as commercial new revenue. Upgrades also includes crossgrades where a customer pays an incremental fee at currently available prices toward the purchase of a different product. The license to the previous product is terminated.

## ITEM 1A. RISK FACTORS

We operate in a rapidly changing environment that involves significant risks, a number of which are beyond our control. In addition to the other information contained in this Form 10-K, the following discussion highlights some of these risks and the possible impact of these factors on our business, financial condition and future results of operations. If any of the following risks actually occur, our business, financial condition or results of operations may be adversely impacted, causing the trading price of our common stock to decline. In addition, these risks and uncertainties may impact the “forward-looking” statements described elsewhere in this Form 10-K and in the documents incorporated herein by reference. They could affect our actual results of operations, causing them to differ materially from those expressed in “forward-looking” statements.

*Global economic conditions may further impact our business, financial results and financial condition.*

As our business has expanded globally, we have increasingly become subject to risks arising from adverse changes in global economic and political conditions. The past several years have been characterized by weak global economic conditions, a tightening in the credit markets, relatively high unemployment, a low level of liquidity in many financial markets, increased government deficit spending and debt levels, uncertainty about certain governments' abilities to repay such debt or to address certain fiscal issues (such as the “fiscal cliff” and “sequestration” in the United States), and volatility in many financial instrument markets. There are a number of mixed indicators and it is not yet clear whether a sustainable recovery is occurring or a renewed slow-down is taking place.

# Exhibit 3

# In the Fold

Autodesk news and opinions

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05/14/2014

## Accelerating the Future of 3D Printing

*By Carl Bass, Autodesk President and Chief Executive Officer*

For years, I've been fascinated by the promise and frustrated by the reality of 3D printing. Today, Autodesk is announcing two contributions to help make things better. First is an open software platform for 3D printing called Spark, which will make it more reliable yet simpler to print 3D models, and easier to control how that model is actually printed. Second, we will be introducing our own 3D printer that will serve as a reference implementation for Spark. It will demonstrate the power of the Spark platform and set a new benchmark for the 3D printing user experience. Together, these will provide the building blocks that product designers, hardware manufacturers, software developers and materials scientists can use to continue to explore the limits of 3D printing technology.



Spark will be open and freely licensable to hardware manufacturers and others who are interested. Same for our 3D printer – the design of the printer will be made publicly available to allow for further development and experimentation. The printer will be able to use a broad range of materials, made by us and by others, and we look forward to lots of exploration into new materials.

The world is just beginning to realize the potential of additive manufacturing and with Spark, we hope to make it possible for many more people to incorporate 3D printing into their design and manufacturing process. Over the coming months we'll be working with hardware manufacturers to integrate the Spark platform with current and future 3D printers. Both Spark and our 3D printer will be available later this year.

3D printing will make it possible for us to create all sorts of things we

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create today, better, and to create all sorts of new things that we haven't even imagined yet. If you are interested in working with us, sign up at [www.autodesk.com/spark](http://www.autodesk.com/spark).

Posted at 11:15 AM in [Consumer](#), [Corporate](#), [Manufacturing](#), [Product News](#) | [Permalink](#)

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## Comments

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i want it ...!!!! just take my money now!

Posted by: [Freddy Avendano](#) | 05/14/2014 at 11:24 AM



My 2015 Revit book will feature 3D printing. Published by Pearson > Peach Pit, it is due Fall 2014

Posted by: [H. Edward Goldberg](#) | 05/14/2014 at 12:08 PM



Hi Carl,  
As you may know, Gilman Louie purchased our B9Creator open source HD printer back in January.

I would be very interested in working closely to be compatible with Spark.

Please let me know who to talk to about this?

Thanks

Mike

Posted by: [Michael Joyce](#) | 05/14/2014 at 12:55 PM



Autodesk has really been impressive in this area. From the 123D line of apps to the purchasing of instructables.com and now an open soft/hard ware platform for 3D printing.

Next up, I'd love to see Autodesk lead the charge into the Linux platform for some of their flagship titles.

Posted by: [Owen Iverson](#) | 05/14/2014 at 01:18 PM



I look forward to hear more about this project from Autodesk. I know one way they could put themselves above others currently is to have a piece of software that is easy to model in but allows for complex shapes/forms to be drawn for the power users. The software would also have a slicing engine build in along with the computer/printer interface. Maybe start to use voxel modeling and have the voxel size match the printer z-height so essentially the model is sliced up when drawn. I also think the printers electronics will have to move away from the current standard of 8-bit controllers to allow for more complex algorithms for controlling movement. It would be beneficial to separate out the G-code interpreter and movement monitor/task assigner to 2 different micro-controllers. These are just to name a few things that Autodesk could do to make a name for themselves in the currently growing 3D

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printing market.

Posted by: Nate Chapman | 05/14/2014 at 01:50 PM



I am so ready to drop coin if this is priced accordingly, aka, at \$3K, or, comparable to Formlabs Form 1.

Posted by: Steve Talkowski | 05/14/2014 at 03:58 PM



Autodesk is offering something OPEN SOURCE and FREELY LICENSABLE? Did I just wake up in a parallel universe where everything is its opposite?

I'll believe it when I see it.

Posted by: Robert~ | 05/14/2014 at 04:03 PM



Waiting with bated breath

Posted by: Igor D | 05/14/2014 at 06:17 PM



U of O undergrad here!

Can we please talk about getting one of these for the PD program?!?!?

email me, ah?

ngaskill@uoregon.edu

Posted by: Makerzgonnamake | 05/14/2014 at 08:49 PM



Hope this will lower the costs of the 3D printers a little bit. The design is lovely. For the top 3D printers list and prices, visit:

<http://3-ddd.com/en/top10.php>

Posted by: Roni Roni | 05/14/2014 at 11:15 PM



Great news - it is awesome to see Autodesk going even further to drive the adoption of 3D printing.

Posted by: Dalia Lasaite | 05/14/2014 at 11:28 PM



Hi Carl,

I see that Mike Joyce, the creator of the B9Creator has already offered to make the B9 an your Spark compatible with each other (Comment #3) ...

You should definitely consider touching base with Mike, as he has already solved a lot of problems that other 3D printers are still having.

We're owners of a B9 as well, and the Open Source Idea and output quality of the B9 is just great. The B9 works much better than similar or even higher priced 3D DLP or SLA printers out there.

All the best

Etienne

Posted by: Etienne Renaud | 05/15/2014 at 12:02 AM



FANTASTIC I can't wait to get one and your Spark

Architects

Italian Company

Lights Up Renowned

International Facilities

with Assist from

Autodesk Software



I WANT TO...I can't wait to get one and your Spark software.

Thanks for all you folks do for 3D printing, FIRST Robotics and eNABLE...

Inventor Pro is a hard learning experience for middle and high school kids, but once trained, I've seen them do some amazingly creative and complicated things with it.

And hopefully you'll accelerate the development, testing and implementation of stronger, exotic 3D printing filaments!!!

As for open source...again Thank you...the legions of hard working geeks that continually test and improve things will make you happy you did! I'm sure you're aware of what it did for eNABLE.

Posted by: Bruce "Doc" Davies | 05/15/2014 at 05:10 AM



<http://www.quickmeme.com/img/79/79af6b3bc5b23131a>

That is all.

Posted by: Dennis A. | 05/15/2014 at 07:45 AM



If someone knows which printing technology they are using in the new printer (e.g. DLP, SLA, other), I will be happy to hear?

In addition, what is the printing tray size?

Posted by: Nali B | 05/15/2014 at 08:03 AM



Ready and excited to try it. Do we plan to have discounts for Autodesk employee/developer? Looking forward to it!

Posted by: Qilong Tang | 05/15/2014 at 08:18 AM



The massive area every newcomer company keeps overlooking is good, easy, integrated software/hardware support for full color printing. This news would have been much more exciting if it weren't just another rehash of technology which already exists. The software will frankly need to be extraordinary to make up for the monochrome, resin-based printer.

Posted by: Bill Dempsey | 05/15/2014 at 09:47 AM



I find it interesting that I was thinking on the same lines as Autodesk as to what would make a good printing software.

This is a little more on the printer. Maybe Autodesk should hire me!

- Would you be able to supply details on pricing, when it will be available, etc?

- Spark and the Autodesk 3D printer will be available later this year. We have not determined a final price but expect it to be in the \$5k range.

- Can you provide specs on the 3D printer?

- We will provide designs for the Autodesk 3D printer when we make it available later this year.

- Also do you have plans on manufacturing any other 3D

printers perhaps targeting industry or prosumers?

- We expect businesses to be the primary users of the Autodesk 3D printer, and hope that by providing designs for our printer others will innovate on our design

- Any further details on the platform and how developers can get access or when they will have access?

- Spark is an open 3D printing software platform that sits between digital information and 3D printing hardware. It will include the necessary algorithms (for example slicing and supports) to easily convert 3D models into the necessary format for 3D printing. It will also include tools for checking and repair of 3D models, utilities for print preview that are compatible with mobile and desktop operating systems, cloud connectivity, and the ability to publish and share models. Spark will be a highly extensible platform, with SDKs and APIs for software developers, materials engineers and designers who will be able to create software, services, and information on top of the platform. Autodesk will license the basic aspects of the Spark platform for free to 3D printing manufacturers and software developers. There will be some restrictions and usage guidelines to ensure a consistent user experience.

- Any screenshots of the Spark Operation System?

- We don't have Spark screenshots available, but here's an image of the 3D printer.

Posted by: Nate Chapman | 05/15/2014 at 09:59 AM



I find it strange to see B9 creations offering help to open source projects being they just slapped a C&D order on makerjuice for their version of a vat they created. I think they use the term open source for there machine very loosely since they have a patent \*\* Pending \*\* on the vat and release method they are using. By suppling open source kits it does elimtate the certain certifications required to sell abroad and also to supply a very low end warranty. The most I have seen from the B9 team is a new HD projector at 4000 lumens to cure faster. Makes you wonder about the hot spots it might create.

Posted by: Bret Jackson | 05/15/2014 at 10:55 AM



"Spark will be open and freely licensable to hardware manufacturers and others who are interested. Same for our 3D printer – the design of the printer will be made publicly available"

Does this mean will be available to every one, and by that you will host the source code of Spark in public repository like Github, or you will just give the code for who request for it?

Posted by: Beladel ilyes Abdelrazak | 05/15/2014 at 04:47 PM



The 3d Printing Store [www.the3dprintingstore.com](http://www.the3dprintingstore.com) is growing but we need better printers to serve our customers. We welcome both the Spark platform and the new printer from Autodesk. We have already seen many people,

businesses and schools who have had poor experiences with printers. This is unfortunate for our industry. A reliable and well made printer that has reasonable operating costs and good support is needed. Our business is built on providing quality 3d prints at reasonable price points and we continue to look for printers that meet our operational and quality print requirements

Posted by: [Debra Wilcox](#) | 05/16/2014 at 04:31 AM



I think I'm missing something. I don't see any official statement saying 'open-source', which is \*not\* the same as 'open' (and also not the same as 'free/libre/open-source', despite overlap and confusion).

Posted by: [John Morris](#) | 05/16/2014 at 11:12 AM



Where can I find a copy of the licence?

Posted by: [DeveloperChris](#) | 05/18/2014 at 04:31 PM



Great article! I am interested in hear more about this project and how the shift towards 3D printing will impact the Spark platform. Other companies are beginning to look into using 3D printing for their products as well, and it will definitely influence the future marketing of these consumer goods. Ronn Torossian speaks on the future of Nike in the software industry on 5WPR

<http://www.5wpr.com/new/future-of-nike/>

Posted by: [Michelle Richards](#) | 05/20/2014 at 12:34 PM



Will Spark be easy to use with Inventor. We are using Inventor in our STEM / PLTW classes. I am writing grants to obtain a few 3D printers. When will Autodesk's 3D printer be out and what will be the approx. price?

Posted by: [Joseph Smyly](#) | 05/22/2014 at 11:41 AM

[Next »](#)

The comments to this entry are closed.

# Exhibit 4

10-K 1 adsk-0131201410xk.htm 10-K

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the fiscal year ended January 31, 2014

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the transition period from

to

Commission File Number: 0-14338

**AUTODESK, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation or organization)

**94-2819853**

(I.R.S. employer  
Identification No.)

**111 McInnis Parkway,  
San Rafael, California**

(Address of principal executive offices)

**94903**

(Zip Code)

**Registrant's telephone number, including area code: (415) 507-5000**

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 Par Value	The NASDAQ Stock Market LLC (NASDAQ Global Select Market)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 ("Exchange Act"). Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes  No

As of July 31, 2013, the last business day of the registrant's most recently completed second fiscal quarter, there were approximately 221.6 million shares of the registrant's common stock outstanding that were held by non-affiliates, and the aggregate market value of such shares held by non-affiliates of the registrant (based on the closing sale price of such shares on the NASDAQ Global Select Market on July 31, 2013) was approximately \$7.8 billion. Shares of the registrant's common stock held by each executive officer and director have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 28, 2014, the registrant had outstanding 227,185,041 shares of common stock.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Proxy Statement for registrant's Annual Meeting of Stockholders (the "Proxy Statement"), are incorporated by reference in Part III of this Form 10-K to the extent stated herein. The Proxy Statement will be filed within 120 days of the registrant's fiscal year ended January 31, 2014.

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[Table of Contents](#)**EDUCATIONAL PROGRAMS**

We help students and educators imagine, design, and create a better world by granting them, for little or no fees, Autodesk Software licenses, specialized learning content, education communities, and support networks.

We are committed to helping fuel a lifelong passion for design in students of all ages, and inspiring and supporting educators. As such, we partner with education institutions and work to develop programs that can facilitate a passion for design in students, and provide a good foundation for STEAM (Science, Technology, Engineering, Digital Arts, and Math) growth in the secondary school market. Within our secondary and postsecondary school markets, we are enabling future workforces to graduate industry-ready and Autodesk-literate with marketable software skills that are in high demand. Whether future professional designers or lifelong design hobbyists, our full portfolio of professional-grade and personal design products introduce students and educators at all levels to design and the power of design technology.

**DEVELOPER PROGRAMS**

One of our key strategies is to maintain an open-architecture design of our software products to facilitate third-party development of complementary products and industry-specific software solutions. This approach enables customers and third parties to customize solutions for a wide variety of highly specific uses. We offer several programs that provide marketing, sales, technical support and programming tools to developers who develop add-on applications for our products. Over 4,000 developers in the Autodesk Developer Network create interoperable products that further enhance the range of integrated solutions available to our customers.

**COMPETITION**

The markets for our products are highly competitive and subject to rapid change. We strive to increase our competitive separation by investing in research and development, allowing us to bring new products to market and create exciting new versions of existing products that offer compelling efficiencies for our customers. We also compete through investments in marketing and sales to more effectively reach new customers and better serve existing customers.

Our competitors include large, global, publicly traded companies; small, geographically focused firms; startup firms; and solutions produced in-house by their users. Our primary global competitors in the PSEB, AEC and MFG segments include Adobe Systems Incorporated, ANSYS, Inc., AVEVA Group plc, Bentley Systems, Incorporated, Dassault Systèmes S.A. and its subsidiary Dassault Systèmes SolidWorks Corp., Environmental Systems Research Institute, Inc. (ESRI), Intergraph Corporation, a wholly owned subsidiary of Hexagon AB, MSC Software Corporation, Nemetschek AG, PTC, 3D Systems, and Trimble Navigation Limited.

Our M&E segment also competes with a wide range of different companies from large, global, publicly-traded companies to small private entities. Large organizations that produce products that compete in some or all of our markets include Adobe Systems Incorporated, Apple Inc., Avid Technology, Inc., SONY Corporation and Technicolor, among others. The media and entertainment market is highly fragmented with complex interdependencies between many of the larger businesses. As a result, some of our competitors also own subsidiaries that are our customers or our partners in developing or bringing to market some of our solutions. In addition to traditional competitors in developed economies, we encounter new competitors in emerging economies.

The software industry has limited barriers to entry, and the availability of computing power with continually expanding performance at progressively lower prices contributes to the ease of market entry. The industry is presently undergoing a platform shift from the personal computer to cloud and mobile computing. This shift further lowers barriers to entry and poses a disruptive challenge to established software companies. The design software market is characterized by vigorous competition in each of the vertical markets in which we compete, both from existing competitors and by entry of new competitors with innovative technologies. Competition is increasingly enhanced by consolidation of companies with complementary products and technologies and the possibility that competitors in one vertical segment may enter other vertical segments that we serve. In addition, some of our competitors in certain markets have greater financial, technical, sales and marketing and other resources than we do. Because of these and other factors, competitive conditions in these industries are likely to continue to intensify in the future. Increased competition could result in price reductions, reduced net revenue and profit margins and loss of market share, any of which could harm our business. See Item 1A, "Risk Factors," for further discussion of risks regarding competition.

# Exhibit 5

3D Printers

On Demand Parts

Software/Scanners

Solutions

Resources

How To Buy



**The new EKO CYCLE™ Cube®**

3D Printing. Recycle. Remake.

[Learn More](#)

## What's New

### M.Lab21

3D Systems and Society of Manufacturing Engineers (SME) are helping to bring high school shop class into the 21st century with a career and technical education (CTE) "make over" through an initiative called M.Lab21. U.S. Secretary of Commerce Penny Pritzker delivered a keynote speech to introduce this initiative. Read the full keynote here.

## Investor Relations

-  [Investor Toolkit](#)
-  [Annual Reports](#)
-  [Avi Reichental on Fox Business News](#)



## News



## Success Stories

### 3D Printing Makes Thinkers into Doers



When Nataша Hope-Simpson lost her leg in a hit-and-run accident in 2013, her grit and determination - with the help of 3D design and printing - turned it into an opportunity to build on the negative space now with her. Based in Nova Scotia, Nataша... more

### Metal Technology (MTI) forges new path with metal 3D printing and English Racing



3D printing a metal 3d printed part at MTI (Albany) for English Racing allowed a new, viable part to be created, added to the engine of a Mitsubishi Evo tracked-tuned race car, and 3 days later be successfully tested on the track

## About 3D Systems

3D Systems is a leading provider of 3D printing centric design-to-manufacturing solutions including 3D printers, print materials and cloud sourced on-demand custom parts for professionals and consumers alike in materials including plastics, metals, ceramics and edibles. The company also provides integrated 3D scan-based design, freeform modeling and inspection tools and an integrated 3D planning and printing digital thread for personalized surgery and patient specific medical devices. Its products and services replace and complement traditional methods and reduce the time and cost of designing new products by printing real parts directly from digital input. These solutions are used to rapidly design, create, communicate, prototype or produce functional parts and assemblies, empowering customers to *manufacture the future*.



# Exhibit 6

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

AUTODESK, INC.,

Petitioner,

v.

3D SYSTEMS, INC.,

Registrant.

**PETITIONER'S FIRST SET OF  
REQUESTS FOR PRODUCTION TO  
REGISTRANT**

Cancellation No. 92056509

Registration No. 4,125,612  
Mark: 3DS AND DESIGN

Pursuant to Trademark Rule of Practice 2.120 (37 C.F.R. § 2.120), Trademark Trial and Appeal Board Manual of Procedure § 406, and Federal Rule of Civil Procedure 34, Petitioner Autodesk, Inc. requests that Registrant 3D Systems, Inc. produce for inspection and copying the documents and things listed below within thirty (30) days of the date of service hereof, at the offices of counsel for Autodesk, Inc. or at another mutually agreeable location.

For the purpose of this request for production, the following definitions and instructions shall apply:

**DEFINITIONS**

1. The terms "3D Systems," "Registrant," "you," "your" and "yourself" refer to Registrant 3D Systems, Inc., and include any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, owners, employees or agents, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.

2. The terms "Autodesk" and "Petitioner" refer to Petitioner Autodesk, Inc. and include any persons controlled by or acting on behalf of that entity, including but not limited to

all officers, directors, employees or agents, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.

3. The term “3DS,” “the mark 3DS,” or “the 3DS mark” means any word, name, symbol or device or other designation of origin incorporating the letter string 3DS, or its phonetic equivalent, as well as any domain name incorporating the letter string 3DS. This definition includes but is not limited to the trademark depicted in United States Patent and Trademark Office (“USPTO”) Registration No. 4,125,612 for the mark 3DS AND DESIGN.

4. The term “3DS Product or Service” means any product or service offered for sale, offered for distribution, sold, distributed, advertised, marketed, or promoted in the U.S. – by you or by your licensees – in connection with the mark 3DS.

5. The term “Answer” means 3D Systems’ ANSWER that was filed in the above-captioned proceeding with the Trademark Trial and Appeal Board (“TTAB”) on April 23, 2013.

6. The term “Petition for Cancellation” means the Petition for Cancellation filed by Petitioner in the above-captioned proceeding with TTAB on November 29, 2012.

7. The term “person” means any natural person or any business, legal or governmental entity, or association.

8. Unless otherwise stated, the scope of these Requests For Production is the United States.

9. The term “document” as used herein is synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34, any “writings and recordings” and “photographs” as defined by Federal Rule of Evidence 1001, and its interpretation by the courts, and includes, without limitation, all originals, drafts, and non-identical copies of any written, printed, typed, recorded, electronic, magnetic, optical, punched,

copied, graphic or other tangible thing in, upon or from which information may be conveyed, embodied, translated, or stored (including, but not limited to, papers, records, books, correspondence, contracts, minutes of meetings, memoranda, notes on desk calendars and appointment books, intra-office communications, canceled checks, invoices, telegrams, telexes, dictation or other audio tapes, video tapes, studies, electronic mail, information stored in computer readable form, on a compact disc, or any other type of data storage device or medium, computer printouts, microfilm, microfiche, laser disks, diaries, calendars, photographs, charts, viewgraphs, drawings, sketches and all other writings or drafts thereof), as well as all other tangible things subject to production under Federal Rule of Civil Procedure 34.

10. The term “communication” is defined as any transmission or exchange of information between two (2) or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone, letter, facsimile, electronic, digital or other media.

11. The terms “relating to” and “related to” mean concerning, containing, evidencing, describing, constituting, referring to, explaining, discussing or reflecting.

12. The terms “and” and “or” and the term “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all documents that might otherwise be construed to be outside its scope.

13. The use of a present tense shall include past tenses and vice versa.

14. The use of the singular form of any word also includes the plural and vice versa.

15. The terms “all” and “each” shall each be construed to include the other.

## INSTRUCTIONS

1. You are requested to produce for inspection and copying all responsive documents and things in your possession, custody or control, including all documents and things in the custody of your attorneys, consultants, agents, other representatives, and other persons or entities subject to your control.
2. You are to produce the documents and things as they are kept in the ordinary course of business, with appropriate markings or designations so that it may be determined to which request they are responsive.
3. You are to produce the original and all non-identical copies of each requested document or thing, including all copies which bear any additional file stamps, marginal notes or other additional markings or writings that do not appear on the original. The production shall include the file, envelope, folder, binder, or other container in which the responsive documents and things are kept. If, for any reason, the container cannot be produced, you are to produce copies of all labels or other identifying markings.
4. Documents that exist in digital format and constitute or comprise databases or other tabulations or collections of data or information should be produced in their native format. Documents that exist in digital format and constitute or comprise written communications between natural persons (e.g., e-mail messages, internal memos, letters, etc.) should be produced in optical character recognition (OCR) Tagged Image File Format (TIFF) and with a Concordance load file.
5. If you cannot fully respond to any request after a diligent attempt, respond to the request to the extent possible and specify the portion of the request to which you are unable to respond.

6. If you claim that any request, definition or instruction is ambiguous, state the language you claim is ambiguous and the interpretation you have used to respond to the request.

7. If you contend that any document or thing has been lost or destroyed, set forth the contents of the document or thing, the location of any copies, the date of loss or destruction, the name of the person who ordered or authorized the destruction, if any, and the authority and reasons for such destruction.

8. If you decline to produce any information, document, or thing on the basis of the attorney-client, work product, or other privilege, respond to so much of the discovery request as is not subject to the claimed objection, and for each document or thing, provide the following information:

- a. the type and title of the document or thing;
- b. the general subject matter of the document or description of the thing;
- c. the date of its creation;
- d. the identity of the document's author(s), addressee(s) and recipient(s);
- e. the nature of the privilege being claimed; and
- f. in detail, all facts upon which you base your claim of privilege.

9. Complete production is to be made on the date and at the time indicated above.

10. You have a duty to supplement your responses from now until the time of hearing or trial, as provided by Federal Rule of Procedure 26(e).

### **DOCUMENTS AND THINGS REQUESTED**

Consistent with the foregoing definitions and instructions, please provide the following documents and things:

**DOCUMENT REQUEST NO. 1:**

All documents relating to modeling, rendering or animation software or tools offered by Petitioner.

**DOCUMENT REQUEST NO. 2:**

Documents sufficient to identify each 3DS Product or Service.

**DOCUMENT REQUEST NO. 3:**

Documents sufficient to show use of the mark 3DS in connection with each 3DS Product or Service each year that such product or service was offered for sale or distribution.

**DOCUMENT REQUEST NO. 4:**

Documents sufficient to show use of the mark 3DS on the earliest date on which you will rely in the above-captioned proceeding to establish your rights in the mark 3DS.

**DOCUMENT REQUEST NO. 5:**

All documents related to the earliest date you offered any 3DS Product or Service.

**DOCUMENT REQUEST NO. 6:**

Representative samples of each advertising, marketing, and promotional material showing use of the mark 3DS on any goods or in connection with any services, including but not limited to web pages, social media websites, catalogs, circulars, leaflets, direct mail pieces, brochures, point of sale pieces, press releases, web-based advertisements (including but not limited to banner ads), newspaper and magazine advertisements and articles, yellow page advertisements, transcripts and audio tapes for radio advertisements, and transcripts and video tapes of television advertisements. Include with each item a document which provides the date(s) of use or publication and a description of where the advertisement or promotion appeared.

**DOCUMENT REQUEST NO. 7:**

All documents that identify trade shows or conferences that you have attended during which you discussed, marketed, promoted or advertised any 3DS Product or Service. Include samples for each calendar year during which the 3DS product or Service was offered.

**DOCUMENT REQUEST NO. 8:**

All documents relating to your expenditures on advertising and marketing activities related to any 3DS Product or Service.

**DOCUMENT REQUEST NO. 9:**

All marketing plans, marketing projections or other marketing documents prepared by or for you relating to the sale, proposed sale, rendering or proposed rendering of any 3DS Product or Service.

**DOCUMENT REQUEST NO. 10:**

Documents sufficient to show annual advertising expenditures in connection with each 3DS Product or Service.

**DOCUMENT REQUEST NO. 11:**

A complete copy of each version of each website displaying the 3DS mark or offering for sale any 3DS Product or Service.

**DOCUMENT REQUEST NO. 12:**

All documents relating to your efforts or plans to promote or expand awareness of the mark 3DS.

**DOCUMENT REQUEST NO. 13:**

Documents sufficient to show the annual sales (in dollars and in number of units sold) of each product offered under the mark 3DS.

**DOCUMENT REQUEST NO. 14:**

Documents sufficient to show the annual sales (in dollars) of each service rendered under the mark 3DS.

**DOCUMENT REQUEST NO. 15:**

Documents sufficient to identify each catalog, sales outlet, Internet web site or other electronic means, retail outlet, and wholesale outlet in which any 3DS Product or Service are, or are intended to be, advertised, promoted, distributed, sold, or offered for sale.

**DOCUMENT REQUEST NO. 16:**

Documents sufficient to identify the types of customers to whom you advertise, promote, sell, distribute, or render any 3DS Product or Service.

**DOCUMENT REQUEST NO. 17:**

Documents sufficient to identify the price of each 3DS Product or Service sold, distributed, to be sold, or to be distributed.

**DOCUMENT REQUEST NO. 18:**

All documents, including but not limited to contracts and license agreements, authorizing any third party to use the mark 3DS.

**DOCUMENT REQUEST NO. 19:**

All documents relating to any license or authorization that a third party granted to you, giving you permission to use the mark 3DS.

**DOCUMENT REQUEST NO. 20:**

All documents relating to any license or authorization that you granted to a third party to use the mark 3DS.

**DOCUMENT REQUEST NO. 21:**

All documents relating to your exercise of quality control concerning the use of the mark 3DS by any third party.

**DOCUMENT REQUEST NO. 22:**

All documents relating to your adoption of the mark 3DS, including all documents relating to other marks considered as possible alternatives.

**DOCUMENT REQUEST NO. 23:**

All documents relating to use of the 3DS mark by Autodesk.

**DOCUMENT REQUEST NO. 24:**

All documents relating to communications with third parties other than your legal counsel concerning the mark 3DS.

**DOCUMENT REQUEST NO. 25:**

All documents relating to internal communications, other than with your legal counsel, concerning the right to use the mark 3DS or this trademark dispute.

**DOCUMENT REQUEST NO. 26:**

All documents relating to communications with third parties other than your legal counsel concerning this trademark dispute.

**DOCUMENT REQUEST NO. 27:**

All documents relating to trademark applications you have filed for the mark 3DS including but not limited to any correspondence between you or your legal counsel and the U.S. Patent and Trademark Office.

**DOCUMENT REQUEST NO. 28:**

All investigations conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.

**DOCUMENT REQUEST NO. 29:**

All trademark searches conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.

**DOCUMENT REQUEST NO. 30:**

All inquiries, other than an investigation or trademark search, conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.

**DOCUMENT REQUEST NO. 31:**

All documents relating to studies, tests, ratings, or surveys in connection with consumer recognition of any 3DS Product or Service.

**DOCUMENT REQUEST NO. 32:**

All documents relating to any confusion as to origin, endorsement, approval or sponsorship of any 3DS Product or Service.

**DOCUMENT REQUEST NO. 33:**

All documents relating to any incident in which a third party other than Autodesk has challenged the rights you claim in the mark 3DS, including but not limited to any demand to cease and desist.

**DOCUMENT REQUEST NO. 34:**

All documents relating to any incident in which you have challenged the rights of a third party based on the rights you claim in the mark 3DS or the mark, including but not limited to any demand to cease and desist.

**DOCUMENT REQUEST NO. 35:**

All documents relating to communications between you or your legal counsel with experts in the above-captioned proceeding.

**DOCUMENT REQUEST NO. 36:**

All documents relating to communications between you or your legal counsel with potential experts in the above-captioned proceeding.

**DOCUMENT REQUEST NO. 37:**

All documents comprising or relating to opinions of each expert witness that you will or may call in the above-captioned proceeding.

**DOCUMENT REQUEST NO. 38:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 17 of your Answer.

**DOCUMENT REQUEST NO. 39:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 18 of your Answer.

**DOCUMENT REQUEST NO. 40:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 19 of your Answer.

**DOCUMENT REQUEST NO. 41:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 20 of your Answer.

**DOCUMENT REQUEST NO. 42:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 21 of your Answer.

**DOCUMENT REQUEST NO. 43:**

All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 23 of your Answer.

**DOCUMENT REQUEST NO. 44:**

All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 1 of your Answer.

**DOCUMENT REQUEST NO. 45:**

All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 2 of your Answer.

**DOCUMENT REQUEST NO. 46:**

All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 3 of your Answer.

**DOCUMENT REQUEST NO. 47:**

All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 4 of your Answer.

**DOCUMENT REQUEST NO. 48:**

Each document reviewed, consulted, or on which you relied, to draft your Answer and your answers to Petitioner's First Set of Interrogatories to Registrant.

**DOCUMENT REQUEST NO. 49:**

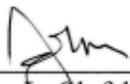
All documents relating to your policies regarding retention, storage, filing and

destruction of documents and things, including but not limited to electronic mail.

Dated: September 6, 2013

Respectfully submitted,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By:    
\_\_\_\_\_  
John L. Slafsky  
Hillary I. Schroeder

Attorneys for Petitioner  
AUTODESK, INC.

**CERTIFICATE OF SERVICE BY MAIL**

I, Elvira Minjarez, declare:

I am employed in Santa Clara County. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California, 94304-1050.

I am readily familiar with Wilson Sonsini Goodrich & Rosati's practice for collection and processing of correspondence with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service on this date.

On this date, I caused to be personally served **PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION TO REGISTRANT** on the person(s) listed below by placing the document(s) described above in an envelope addressed as indicated below, which I sealed. I placed the envelope(s) for collection and mailing with the United States Postal Service on this day, following ordinary business practices at Wilson Sonsini Goodrich & Rosati.

Jason M. Sneed  
SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on September 6, 2013.

  
Elvira Minjarez

# Exhibit 7

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

AUTODESK, INC.,

Petitioner,

v.

3D SYSTEMS, INC.,

Registrant.

**PETITIONER'S FIRST SET OF  
INTERROGATORIES TO  
REGISTRANT**

Cancellation No. 92056509

Registration No. 4,125,612  
Mark: 3DS AND DESIGN

Pursuant to Trademark Rule of Practice 2.120 (37 C.F.R. § 2.120), Trademark Trial and Appeal Board Manual of Procedure § 405, and Federal Rule of Civil Procedure 33, Petitioner Autodesk, Inc. requests that Registrant 3D Systems, Inc. answer the following Interrogatories separately and fully, in writing, under oath within thirty (30) days after date of service.

For the purpose of these Interrogatories, the following definitions and instructions shall apply:

**DEFINITIONS**

1. The terms "3D Systems," "Registrant," "you," "your" and "yourself" refer to Registrant 3D Systems, Inc., and include any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, owners, employees, or agents, and any predecessors, subsidiaries, parent companies, affiliated companies or joint venturers.

2. The terms "Autodesk" or "Petitioner" refer to Petitioner Autodesk, Inc., and include any persons controlled by or acting on behalf of that entity, including but not limited to

all officers, directors, employees, or agents, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.

3. The term “3DS,” “the mark 3DS,” or “the 3DS mark” means any word, name, symbol or device or other designation of origin incorporating the letter string 3DS, or its phonetic equivalent as well as any domain name incorporating the letter string 3DS. This definition includes but is not limited to the trademark in United States Patent and Trademark Office (“USPTO”) Registration No. 4,125,612 for the mark 3DS AND DESIGN.

4. The term “3DS Product or Service” means any product or service offered for sale, offered for distribution, sold, distributed, advertised, marketed, or promoted in the U.S. – by you or by your licensees—in connection with the mark 3DS.

5. The term “Answer” means 3D Systems’ ANSWER that was filed in the above-captioned proceeding with the Trademark Trial and Appeal Board (“TTAB”) on April 23, 2013.

6. The term “Petition for Cancellation” means the Petition for Cancellation filed by Petitioner in the above-captioned proceeding with TTAB on November 29, 2012.

7. The term “person” means any natural person or any business, legal or governmental entity, or association.

8. Unless otherwise stated, the scope of these Interrogatories is the United States.

9. The term “document” as used herein is synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34, any “writings and recordings” and “photographs” as defined by Federal Rule of Evidence 1001, and its interpretation by the courts, and includes, without limitation, all originals, drafts, and non-identical copies of any written, printed, typed, recorded, electronic, magnetic, optical, punched, copied, graphic or other tangible thing in, upon or from which information may be conveyed,

embodied, translated, or stored (including, but not limited to, papers, records, books, correspondence, contracts, minutes of meetings, memoranda, notes on desk calendars and appointment books, intra-office communications, canceled checks, invoices, telegrams, telexes, dictation or other audio tapes, video tapes, studies, electronic mail, information stored in computer readable form, on a compact disc, or any other type of data storage device or medium, computer printouts, microfilm, microfiche, laser disks, diaries, calendars, photographs, charts, viewgraphs, drawings, sketches and all other writings or drafts thereof), as well as all other tangible things subject to production under Federal Rule of Civil Procedure 34.

10. The term "identify," when referring to:
  - a. a natural person, means to give his or her full name, present or last known address and telephone number, last known place of employment and job title;
  - b. a public or private corporation, partnership, association, agency or other entity, means to give its present or last known address and telephone number, and state of incorporation, if applicable;
  - c. a document, means to state its general character, title, date, addressee or recipient, author or signatory, present location, and who has possession, custody or control of the document;
  - d. a product, means to provide a description of the item which is offered for sale, and the intended customer groups, channels of trade, approximate price, and market for the product;
  - e. a service, means to describe the service and the intended customer groups, channels of trade, approximate price, and market for the service.

11. The term "communication" is defined as any transmission or exchange of information between two (2) or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone, letter, facsimile, electronic, digital or other media.

12. The terms "relating to" and "related to" mean concerning, containing, evidencing, describing, constituting, referring to, explaining, discussing or reflecting.

13. The terms "and" and "or" and the term "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed to be outside its scope.

14. The use of a present tense shall include past tenses and vice versa.

15. The use of the singular form of any word also includes the plural and vice versa.

16. The terms "all" and "each" shall each be construed to include the other.

### **INSTRUCTIONS**

1. In answering these Interrogatories, furnish all information, including information contained in or on any document that is known or available to you, including all information in the possession of your attorneys or other persons acting on your behalf or under your attorneys' employment or direction.

2. If you cannot answer any interrogatory fully and completely after exercising due diligence to make inquiries and secure information necessary to do so, so state, and answer each such interrogatory to the full extent you deem possible; specify the portion of such interrogatory that you claim you are unable to answer fully and completely; state the facts on which you rely to support your contention that you are unable to answer such interrogatory fully and

completely; and state what knowledge, information and/or belief you have concerning the unanswered portion of each such interrogatory.

3. If there is any item of information that you refuse to disclose on grounds of privilege or work-product immunity, answer so much of the interrogatory as does not request information for which you claim privilege, state the nature of the privilege you claim, and provide sufficient details, including the nature of the information, its source, its subject matter, and the names of all persons to whom that information was disclosed, such as would enable the claim of privilege or immunity to be adjudicated.

4. If the response to any interrogatory consists, in whole or in part, of an objection relating to burdensomeness, then with respect to such response:

- a. Provide such information as can be ascertained without undue burden;
- b. State with particularity the basis for such objection including:
  - i. a description of the process or method required to obtain any fact responsive to the interrogatory; and
  - ii. the estimated cost and time required to obtain any fact responsive to the interrogatory.

5. These interrogatories are continuing and require further answer and supplementation, as provided by Federal Rule of Civil Procedure 26(e).

### **INTERROGATORIES**

Consistent with the foregoing definitions and instructions, please answer the following Interrogatories:

#### **INTERROGATORY NO. 1:**

Identify every product and service you have offered in connection with the mark 3DS.

**INTERROGATORY NO. 2:**

For each product and service requested to be identified in Interrogatory No.1, identify the persons most knowledgeable about each product or service.

**INTERROGATORY NO. 3:**

For each product and service requested to be identified in Interrogatory No. 1, identify the time period (including month and year) during which you offered each of those products and services.

**INTERROGATORY NO. 4:**

For each product and service requested to be identified in Interrogatory No. 1, state the sales, on an annual basis (in terms of dollar volume and units) of such product or service from the date of first use of the mark 3DS in connection with such product or service, through the present.

**INTERROGATORY NO. 5:**

For each product and service requested to be identified in Interrogatory No. 1, explain the extent to which there has been any interruption to continuous use of the mark 3DS to identify the product or service.

**INTERROGATORY NO. 6:**

For each product and service requested to be identified in Interrogatory No. 1, identify the persons most knowledgeable about the sales and distribution of the product or service.

**INTERROGATORY NO. 7:**

For each product and service requested to be identified in Interrogatory No. 1, identify the persons most knowledgeable about the advertising and promotion (including but not limited to

white paper publications, attendance and booth reservation at trade shows, and education initiatives generally) of the product or service.

**INTERROGATORY NO. 8:**

For each product and service requested to be identified in Interrogatory No. 1, list by calendar year the expenditures you have made on advertising and promotion in the United States for the product or service.

**INTERROGATORY NO. 9:**

For each product and service requested to be identified in Interrogatory No. 1, identify the nature and title (if applicable) of the media in which all advertisements of the product or service have appeared, including the date of and the geographic scope of such advertisements.

**INTERROGATORY NO. 10:**

For each product and service requested to be identified in Interrogatory No. 1, identify each of the channels of trade through which the products or services have been or are intended to be offered for sale, distributed, sold or rendered.

**INTERROGATORY NO. 11:**

For each product and service requested to be identified in Interrogatory No. 1, describe the type of customers to whom you advertise, promote, sell, render, and/or distribute the product or service.

**INTERROGATORY NO. 12:**

Describe all products, packaging, advertising brochures, websites, social media pages, electronic communications and other materials on which you have displayed the mark 3DS.

**INTERROGATORY NO. 13:**

Describe all present plans to use the mark 3DS.

**INTERROGATORY NO. 14:**

Describe all of your efforts or plans to promote or expand awareness of the mark 3DS.

**INTERROGATORY NO. 15:**

State the reasons why you selected and adopted the mark 3DS, including any marks that were considered in the process of selecting the 3DS mark.

**INTERROGATORY NO. 16:**

Identify all persons who have participated in any decision to adopt or select the mark 3DS.

**INTERROGATORY NO. 17:**

Describe any studies, tests, ratings, or surveys related to the quality of the 3DS Products or Services.

**INTERROGATORY NO. 18:**

Describe any studies, tests, ratings, or surveys related to consumer recognition of the mark 3DS.

**INTERROGATORY NO. 19:**

Describe in detail each incident, known to you, of actual confusion between you or any of your products and services and between Petitioner or any of its products and services.

**INTERROGATORY NO. 20:**

For each of the incidents described in response to Interrogatory No. 19, identify the persons with knowledge thereof.

**INTERROGATORY NO. 21:**

Identify each person who participated in a decision to file any trademark application for registration of the mark 3DS.

**INTERROGATORY NO. 22:**

Identify every trademark search you conducted relating to the mark 3DS.

**INTERROGATORY NO. 23:**

Identify (including but not limited to party names, dates of inception and expiration dates) all agreements or contracts regarding the mark 3DS, including any transfer of rights between you and a third party regarding the mark 3DS and any licenses that you maintain with third parties allowing you to use the mark 3DS or allowing a third party to use the mark 3DS, and identify all documents which evidence or memorialize such agreements or contracts.

**INTERROGATORY NO. 24:**

Describe all efforts you have made to enforce against third parties the rights you claim in the mark 3DS.

**INTERROGATORY NO. 25:**

Describe any instances in which a third party, other than Petitioner, has challenged the rights you claim in the mark 3DS.

**INTERROGATORY NO. 26:**

Identify each expert witness that you expect to provide testimony in the above-captioned proceeding, including the facts or subject matter about which they are expected to testify.

**INTERROGATORY NO. 27:**

Identify the circumstances under which (including, but not limited to, the date) you first became aware of Petitioner or its use of the 3DS mark.

**INTERROGATORY NO. 28:**

Explain the basis for your denials to Petitioner's claims (including a statement of each fact that evidences or supports such denials) as pleaded in ¶¶ 17-21 and 23 of your Answer.

**INTERROGATORY NO. 29:**

Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 1 of your Answer.

**INTERROGATORY NO. 30:**

Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 2 of your Answer.

**INTERROGATORY NO. 31:**

Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 3 of your Answer.

**INTERROGATORY NO. 32:**

Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 4 of your Answer.

**INTERROGATORY NO. 33:**

Explain the basis for the disclaimer in your USPTO Registration No. 4,125,612 for a 3DS AND DESIGN mark that “no claim is made to the exclusive right to use ‘3D’ apart from the mark as shown.”

**INTERROGATORY NO. 34:**

Explain the basis for the declaration in your USPTO Application Serial No. 85/427,976, filed on November 22, 2011, to register the 3DS AND DESIGN mark that 3D Systems “believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion,

or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.”

**INTERROGATORY NO. 35:**

Identify each person who provided information on which your responses to these Interrogatories are based, specifying the interrogatory or interrogatories for which each person provided information.

Dated: September 6, 2013

Respectfully submitted,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By:   
\_\_\_\_\_  
John L. Slafsky  
Hillary I. Schroeder

Attorneys for Petitioner  
AUTODESK, INC.

**CERTIFICATE OF SERVICE BY MAIL**

I, Elvira Minjarez, declare:

I am employed in Santa Clara County. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California, 94304-1050.

I am readily familiar with Wilson Sonsini Goodrich & Rosati's practice for collection and processing of correspondence with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service on this date.

On this date, I caused to be personally served **PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT** on the person(s) listed below by placing the document(s) described above in an envelope addressed as indicated below, which I sealed. I placed the envelope(s) for collection and mailing with the United States Postal Service on this day, following ordinary business practices at Wilson Sonsini Goodrich & Rosati.

Jason M. Sneed  
SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on September 6, 2013.

  
Elvira Minjarez

# Exhibit 8

March 28, 2014

***VIA EMAIL***

Jason M. Sneed, Esq.  
Sneed PLLC  
610 Jetton St., Suite 120-107  
Davidson, NC 28036

Re: Autodesk, Inc. v. 3D Systems, Inc.  
TTAB Cancellation No. 92056509

Dear Jason:

We write to discuss the responses of Respondent 3D Systems, Inc. (“Respondent”) to Autodesk’s First Set of Interrogatories to Registrant (the “Interrogatories”) and First Set of Requests for Production to Registrant (the “Document Requests,” and together with the Interrogatories, the “Discovery Requests”). Respondent’s responses to the Discovery Requests are deficient in several respects, including the following:

**Responses to the Document Requests**

To date, Respondent has not produced any documents to Autodesk. Accordingly, the below issues are not inclusive or reflective of any deficiencies that may be raised in the future with respect to such production.

**General Objections**

As a general matter, Respondent’s General Objections reference the Interrogatories, and appear to have been “cut and pasted” from Respondent’s responses to the Interrogatories. For example, Objection No. 8 states that “When answering Petitioner’s interrogatories . . . Respondent will respond only with respect to the mark subject to this proceeding . . . .” Similarly, Objection No. 9 states “to the extent an interrogatory calls for the provision of information . . . .” Accordingly, please review the objections contained in Respondent’s response to the Document Requests, and revise them as appropriate to reflect objections specific to the Document Requests.

Jason M. Sneed, Esq.  
March 28, 2014  
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Additionally, there are particular General Objections that require clarification or are inapplicable to the Document Requests:

**Objection No. 9:** Respondent objects to the definition of the term “3DS Product or Service” on the basis that such definition is overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. However, Respondent’s objection does not contain any indication or proposal as to an alternative definition for “3DS Product or Service.” Please provide clarification and set forth Respondent’s proposed definition of the term “3DS Product or Service.”

**Objection No. 10:** Respondent objects to the definition of the term “identify” with respect to a “product” and “service” as overly broad and unduly burdensome, vague and ambiguous. The Document Requests do not contain a definition for the term “identify.” Please strike this objection.

**Objection No. 12:** Respondent takes issue with Definition Nos. 13, 14, 15 and 16 as “nonsensical and confusing.” Such definitions are standard in discovery requests, and are universally understood as indicating that a verb conjugated in present tense is not limited to present tense but includes past tense as well, a singular form of a word should also be viewed as including plural, and “all” and “each” are to be read as inclusive of one another. Please explain the basis for Respondent’s objection. There is no Definition No. 16 in the Document Requests. Please strike that from Objection 12.

### **Responses and Objections to Specific Requests**

**Request No. 1:** Respondent’s response indicates that it will not produce documents responsive to this request, which calls for all documents relating to modeling, rendering or animation software or tools offered by Petitioner. However, the identification of goods and services for the registration that is the subject of this proceeding includes goods and services that can potentially be categorized as or are related to “modeling, rendering or animation software or tools.” Accordingly, please confirm that Respondent will produce documents responsive to this request.

**Request No. 2:** Respondent objects to this request as overly broad and unduly burdensome. Such objection is unfounded, insofar as the request calls only for “documents sufficient to identify” each 3DS Product or Service. Please confirm that in producing responsive documents “showing the scope of the use of the 3DS & Design mark,” Respondent will produce documents sufficient to identify each product or service offered for sale or distribution under the 3DS mark.

**Request No. 3:** Respondent objects to this request as overly broad and unduly burdensome. Such objection is unfounded, insofar as the request calls only for “documents sufficient to show” use of the mark 3DS in connection with each 3DS Product or Service each year that such product

Jason M. Sneed, Esq.  
March 28, 2014  
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or service was offered for sale or distribution. Please confirm that in producing responsive documents “showing the scope of the use of the 3DS & Design mark,” Respondent will produce documents sufficient to show use of the 3DS mark in connection with each product or service offered for sale or distribution under the 3DS mark, for each year that such product or service was offered for sale or distribution.

**Request No. 5:** Respondent objects to this request on the basis that the request may call for publicly available information and because it objects to the definition of “3DS Product or Service.” Respondent states that it will produce responsive documents showing its first use date per International Class for the 3DS & Design Mark. This is not sufficient to satisfy this request, and Respondent’s stated objections do not relieve Respondent of the obligation to produce documents in its custody or control that are responsive to this request. Please confirm that Respondent will produce all responsive documents related to the earliest date Respondent offered any 3DS Product or Service.

**Request No. 9:** Respondent’s response indicates that it will not produce documents responsive to this request on the basis that it is overly broad and unduly burdensome, seeks irrelevant documents and things, and calls for proprietary or confidential information. In fact, marketing plans, marketing projections or other marketing documents prepared by or for Respondent relating to the sale, proposed sale, rendering or proposed rendering of any 3DS Product or Service are clearly relevant to this proceeding in that they bear directly on how the subject mark is used in the marketplace. Furthermore, to the extent Respondent has concerns regarding trade secrets or confidential information, such concerns are addressed by the operative Protective Order and provide no basis for refusing to produce these highly relevant documents. Please confirm that Respondent will produce all documents responsive to this request.

**Request No. 11:** Respondent objects to this request on the basis that it is overly broad and unduly burdensome, calls for publicly available information, and relies on a definition of “3DS Product or Service” to which Respondent objects. Respondent states that it will produce “representative samples” of Respondent’s advertisement, marketing and promotion of goods and services offered and sold under the 3DS & Design mark, including such advertising on its website. To the extent Respondent intends to respond to this request by producing representative samples, please provide a detailed explanation of the methodology employed in selecting such representative samples.

**Request No. 12:** Respondent’s response indicates that it will not produce documents responsive to this request on the basis that it is overly broad and unduly burdensome, calls for irrelevant documents and things, calls for the production of confidential information, and relies on a definition of “3DS mark” to which Respondent objects. Clearly, a request for documents relating to Respondent’s efforts or plans to promote or expand awareness of the mark 3DS goes directly to Respondent’s intended use of the mark in question and the likelihood of confusion

Jason M. Sneed, Esq.  
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with Petitioner's mark. Furthermore, the operative Protective Order addresses any concerns regarding confidentiality. Accordingly, please confirm that Respondent will produce all documents responsive to this request.

**Request No. 13:** Respondent objects to this request on the basis that it is overly broad and unduly burdensome, calls for confidential information, and utilizes a definition to which Respondent objects. Respondent states that it will produce only documents sufficient to show the overall sales of goods and services, on an annual basis, sold in conjunction with the 3DS & Design Mark. Respondent's objections are groundless in that Petitioner has requested only "documents sufficient to show" and such documents may be protected by the operative Protective Order. Accordingly, to the extent that Respondent possesses documents sufficient to show the annual sales (in dollars and in number of units) of each product offered under the mark 3DS, Respondent has provided no basis for not producing such documents. Please confirm that Respondent will produce such documents.

**Request No. 14:** Respondent objects to this request on the basis that it is overly broad and unduly burdensome, calls for confidential information, and utilizes a definition to which Respondent objects. Respondent states that it will produce only documents sufficient to show the overall sales of goods and services, on an annual basis, sold in conjunction with the 3DS & Design Mark. Respondent's objections are groundless in that Petitioner has requested only "documents sufficient to show" and such documents may be protected by the operative Protective Order. Accordingly, to the extent that Respondent possesses documents sufficient to show the annual sales (in dollars) of each service rendered under the mark 3DS, Respondent has provided no basis for not producing such documents. Please confirm that Respondent will produce such documents.

**Request No. 15:** Respondent objects to this request on the basis that it is overly broad and unduly burdensome, calls for confidential information, and utilizes a definition of "3DS Product or Service" to which Respondent objects. Respondent states that it will produce a listing of outlets at which the 3DS & Design mark has been used. Respondent's objections are groundless in that Petitioner has requested only "documents sufficient to show" and such documents may be protected by the operative Protective Order. Accordingly, please confirm that Respondent will produce documents responsive to this request as it was originally articulated.

**Request No. 18:** Respondent objects to this request on the basis that it calls for confidential information and utilizes a definition to which Respondent objects. Respondent states that it will produce any "license agreements" authorizing any third party to use the mark 3DS & Design. Confidential information is protected by the operative Protective Order, and these objections do not provide a basis for narrowing the request to only "license agreements." The request calls for "all documents, including but not limited to contracts and license agreements, authorizing any third party to use the mark 3DS." Production of only "license agreements" is therefore

Jason M. Sneed, Esq.  
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insufficient to satisfy the request, as there are other possible documents that may authorize a third party to use the mark 3DS. Please confirm that Respondent will produce documents responsive to this request as it was originally articulated.

**Request No. 22:** Respondent objects to this request insofar as it may cover marks considered as possible alternatives to the mark 3DS, on the grounds that it is unduly burdensome, overly broad, and calls for the production of irrelevant material. Respondent states that it will produce documents pertaining to the adoption of the 3DS & Design mark. Consideration of alternative marks is an important part of the selection of a registered mark, and that deliberative process is relevant to several aspects of the current proceeding, including insofar as it goes to Respondent's intent. Please confirm that Respondent will produce documents regarding possible alternative marks to the extent consideration of such alternative marks "pertains to the adoption of the 3DS & Design mark."

**Request No. 23:** Respondent's response indicates that it will not produce documents responsive to this request on the basis that the request is vague and ambiguous as to the reference to "3DS mark" and on the basis that it calls for documents protected by attorney-client privilege, work product, or other applicable privilege and/or immunity. These objections are unfounded. "3DS mark" is clearly defined in the Definitions, and, to the extent that the request calls for documents protected by privilege or immunity, Respondent must identify such documents in a privilege log. Accordingly, please confirm that Respondent will produce documents responsive to this request.

**Request No. 24:** Respondent's response indicates that it will not produce documents responsive to this request on the basis that it is overly broad, unduly burdensome, calls for the production of irrelevant materials, and references a definition to which Respondent objects. Documents relating to communications with third parties other than Respondent's legal counsel specifically concerning the mark 3DS are clearly relevant to this proceeding in that they potentially relate to consumer perception and confusion, among other things. Accordingly, please confirm that Respondent will produce documents responsive to this request.

**Request No. 25:** Respondent's response indicates that it will not produce documents responsive to this request on the basis that it is vague or ambiguous as regards the reference to "the mark 3DS," calls for the disclosure of confidential information, and references a definition to which Respondent objects. The term "the mark 3DS" is clearly defined by Petitioner in its Definitions and confidential information is protected by the operative Protective Order. These objections provide no basis for refusing to produce documents responsive to a request for documents relating to internal communications (other than with Respondent's legal counsel) concerning the right to use the mark 3DS or regarding this trademark dispute. Accordingly, please confirm that Respondent will produce documents responsive to this request.

Jason M. Sneed, Esq.  
March 28, 2014  
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**Request No. 27:** Respondent objects to this request on the basis that it calls for documents protected by privilege, the disclosure of confidential information, the production of publicly available documents, and on the basis that it references a definition to which Respondent objects. Confidential information is adequately protected by the operative Protective Order, and, to the extent that the request calls for documents protected by privilege or immunity, Respondent must identify such documents in a privilege log. Furthermore, the request calls for “all documents relating to trademark applications you have filed for the mark 3DS”; Respondent’s offer to produce “any non-privileged documents consisting of trademark applications pertaining to the mark 3DS & Design filed with the U.S. PTO that are not equally available to Petitioner” is insufficient to satisfy this request, which is not limited to merely the trademark applications themselves, but extends to cover all non-privileged documents relating to such applications. Accordingly, please confirm that Respondent will produce all documents responsive to this request.

**Request No. 28:** Respondent’s response indicates that it will not produce documents responsive to this request on the basis that it calls for documents protected by privilege/immunity and references a definition to which Respondent objects. Respondent’s objection to the definition of “the mark 3DS” is insufficient grounds to refuse to produce any documents responsive to this request (for Respondent’s investigations regarding the availability, registrability, or use of the mark 3DS), which is highly relevant to this proceeding. To the extent that the request calls for documents protected by privilege or immunity, Respondent must identify such documents in a privilege log. Accordingly, please confirm that Respondent will produce documents responsive to this request.

**Request No. 29:** Respondent objects to this request on the basis that it calls for documents protected by privilege/immunity and references a definition to which Respondent objects. Respondent states that it will produce search reports pertaining to the mark 3DS & Design, but any related opinions and communications involving Respondent’s attorneys are subject to its privilege/immunity objection. We note that to the extent that the request calls for documents protected by privilege or immunity, Respondent must identify such documents in a privilege log. In addition, please confirm that respondent will produce all trademark searches conducted by Respondent or on Respondent’s behalf in connection with the availability, registrability, or use of the mark 3DS, which may include trademark searches of the mark 3DS & Design, as well as searches pertaining to other marks.

**Request No. 30:** Respondent’s response indicates that it will not produce documents responsive to this request on the basis that it is vague and ambiguous as to the term “inquiry,” calls for documents protected by privilege/immunity, and references a definition to which Respondent objects. Respondent’s objection to the definition of “the mark 3DS” is insufficient grounds to refuse to produce any documents responsive to this request, which is highly relevant to this proceeding. To the extent that the request calls for documents protected by privilege or

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immunity, Respondent must identify such documents in a privilege log. Accordingly, the only potential remaining objection regards the term “inquiry.” Please explain what is vague or ambiguous about the term “inquiry.”

**Request No. 31:** Respondent objects to this request on several grounds, including that it is overly broad and unduly burdensome, calls for the production of irrelevant material, is vague and ambiguous, calls for publicly available and confidential information, and references a definition to which Respondent objects. We note that documents relating to consumer recognition of 3DS Products or Services go to the heart of the likelihood of confusion inquiry, and accordingly are highly relevant to this proceeding. Furthermore, confidential information is adequately protected by the operative Protective Order. Respondent states that it will produce a representative sampling of documents evidencing consumer recognition of products and services offered and sold by Respondent in connection with the 3DS & Design Mark. To the extent Respondent intends to respond to this request by producing representative samples, please provide a detailed explanation of the methodology employed in selecting such representative samples.

**Request No. 32:** Respondent objects to this request on the basis that it is overly broad and unduly burdensome, seeks irrelevant material, is vague and ambiguous, and on the basis that it references a definition to which Respondent objects. This request seeks all documents relating to any confusion as to the origin, endorsement, approval or sponsorship of any 3DS Product or Service. As such, on its face, it goes directly to the heart of this proceeding—the likelihood of confusion regarding the subject mark. Respondent’s offer to produce documents pertaining to “actual confusion relative to Respondent and its 3DS & Design goods and/or services, on the one hand, and Petitioner and its 3DS Max goods and services, on the other hand” is insufficient to satisfy this request, particularly because the request was not limited to “actual confusion” but encompasses documents assessing potential confusion, for example. Accordingly, please confirm that Respondent will produce all documents responsive to this request, at least to the extent such documents pertain to confusion (actual or potential) between Respondent and its 3DS mark and Petitioner.

**Request Nos. 38-48:** Respondent objects to all of these requests on the grounds that they are overly broad and unduly burdensome, vague and ambiguous, and call for documents protected by privilege/work product. These objections are baseless. Each of these requests clearly specifies the subject of the request (either a denial or affirmative defense contained in Petitioner’s Answer or a document relied on by Petitioner to draft its Answer or its answers to the Interrogatories). To the extent that the requests call for documents protected by privilege or immunity, Respondent must identify such documents in a privilege log. We acknowledge that it is possible that some of the documents responsive to these requests will be produced in response to other requests. Accordingly, please confirm that Respondent will produce all documents responsive to these requests, to the extent any such documents are not otherwise produced in response to other requests.

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### **Responses to the Interrogatories**

**Objection No. 9:** Respondent objects to the definition of the term “3DS Product or Service” on the basis that such definition is overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. However, Respondent’s objection does not contain any indication or proposal as to an alternative definition for “3DS Product or Service.” Please provide clarification and set forth Respondent’s proposed definition of the term “3DS Product or Service.”

**Objection No. 12:** This objection takes issue with Definition Nos. 13, 14, 15 and 16 as “nonsensical and confusing.” Such definitions are standard in discovery requests, and are universally understood according to their plain meaning. Please indicate specifically what Respondent finds confusing regarding the meaning of these definitions.

### **Responses and Objections to Specific Interrogatories**

**Interrogatory No. 1:** The answer to Interrogatory No. 1 is insufficient in that it does not provide historical product names. Please supplement this response to provide such information.

**Interrogatory No. 2:** The answer to Interrogatory No. 2 is implausible and incomplete. The answer to Interrogatory No. 1 sets forth dozens of products, and yet the answer to Interrogatory No. 2 identifies only one person as the most knowledgeable about the scope of Respondent’s products. The Interrogatory requests that Respondent identify the person most knowledgeable about each product or service identified in the response to Interrogatory No. 1. Please supplement this response to provide such information.

**Interrogatory No. 3:** The answer to Interrogatory No. 3 is incomplete. The Interrogatory requests that Respondent indicate the time period (month/year) that it offered each product or service identified in the answer to Interrogatory No. 1. As mentioned above, Respondent’s answer to Interrogatory No. 1 identifies dozens of products. The answer to Interrogatory No. 2 does not specify this information for each product, but merely addresses product categories. Please supplement this response to provide the requested information.

**Interrogatory No. 4:** The answer to Interrogatory No. 4 is insufficient. The Interrogatory plainly requests annual sales figures (dollar volume and units) for each of the products identified in the response to Interrogatory No. 1 from the date of first use of the mark 3DS in connection with such product or service to present. The answer to Interrogatory No. 4 merely provides overall sales figures (dollar volume) in total, and not by product. Please amend or supplement this response to provide the requested information.

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**Interrogatory No. 5:** The answer to Interrogatory No. 5 relies on and is subject to the same deficiencies as the answer to Interrogatory No. 3. Please supplement this response to provide the requested information for each of the identified products (rather than product categories).

**Interrogatory No. 6:** The answer to Interrogatory No. 6 relies on and is subject to the same deficiencies as the answer to Interrogatory No. 2. Please supplement this response to provide the requested information for each of the identified products.

**Interrogatory No. 8:** The answer to Interrogatory No. 8 is insufficient in that it fails to identify the requested expenditure information for each product identified in the answer to Interrogatory No. 1. Please supplement this response to provide the requested information for each of the identified products.

**Interrogatory No. 9:** The answer to Interrogatory No. 9 is insufficient in that it fails to specify the documents in enough detail to allow Autodesk to locate and identify them and Autodesk has not been provided a reasonable opportunity to examine such documents. Please amend or supplement this response to provide a substantive response or the information required pursuant to Fed. R. Civ. P. 33(d).

**Interrogatory No. 12:** The answer to Interrogatory No. 12 is insufficient in that it fails to specify the documents in enough detail to allow Autodesk to locate and identify them and Autodesk has not been provided a reasonable opportunity to examine such documents. Please amend or supplement this response to provide a substantive response or the information required pursuant to Fed. R. Civ. P. 33(d).

**Interrogatory No. 14:** The answer to Interrogatory No. 14 is insufficient in that it refers to the answer to Interrogatory No. 13, but fails to address the question asked. Please amend or supplement this response to provide an answer to this Interrogatory.

**Interrogatory No. 15:** The answer to Interrogatory No. 15 is incomplete because it fails to identify any marks that were considered in the process of selecting the mark 3DS. Please supplement this response to provide such information.

**Interrogatory No. 17:** Respondent refuses to answer this Interrogatory in its entirety on the basis that it is overly broad and unduly burdensome, seeks irrelevant information, and refers to a definition to which Respondent objects. These objections are unfounded and do not provide a basis for a complete refusal to answer the Interrogatory. Information regarding the quality of the 3DS Products or Services bears on, among other things, questions of damage to Autodesk in the event of consumer confusion. Please provide a substantive response to this Interrogatory.

**Interrogatory No. 22:** Respondent refuses to answer this Interrogatory in its entirety on the basis that it calls for information that is irrelevant, is vague or ambiguous, and on the basis that it

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refers to a definition to which Respondent objects. These objections are unfounded and do not provide a basis for a complete refusal to answer the Interrogatory. The “mark 3DS” is clearly defined in the Definitions. Searches done by Respondent regarding this mark are relevant to this proceeding in that they establish, among other things, Respondent’s intent. Please provide a substantive response to this Interrogatory.

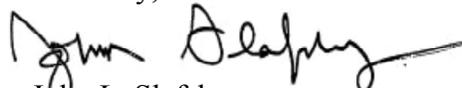
**Interrogatory No. 24:** The answer to Interrogatory No. 24 is insufficient because it fails to address enforcement efforts other than legal proceedings in the United States. Please supplement this answer to address the Interrogatory in its entirety.

**Interrogatory No. 27:** The answer to Interrogatory No. 27 is insufficient because it fails to indicate when and how Respondent first became aware of Autodesk and its use of the 3DS mark. Contrary to Respondent’s objections, this information is clearly relevant as it goes to Respondent’s knowledge of Autodesk and its use of the 3DS mark at the time Respondent filed the application for the registration that is the subject of this proceeding. Please supplement this answer to provide the requested information.

Please note that omission of any particular response to the Discovery Requests in the foregoing does not constitute an acceptance of such response or a waiver of any objections Autodesk may have to such response.

We request a phone conference to discuss the foregoing deficiencies in Respondent’s responses to the Discovery Requests. Please let us know your availability generally during the weeks of April 8 and April 14.

Sincerely,

  
John L. Slafsky

# Exhibit 9

June 18, 2014

**VIA EMAIL**

Jason M. Sneed, Esq.  
Sneed PLLC  
610 Jetton St., Suite 120-107  
Davidson, NC 28036

**Re: Autodesk, Inc. v. 3D Systems, Inc.  
TTAB Cancellation No. 92056509**

Dear Jason:

We have reviewed your letter dated June 7, 2014, which purports to summarize the parties' discovery conference held on May 2, 2014 and May 5, 2014. We write to clarify some of the items included in your summary and to provide a summary of the discussion pertaining to the deficiencies in 3D Systems' discovery responses.

**Autodesk's Discovery Responses**

While we appreciate your partial summary of the meet-and-confer discussions, we feel compelled to correct some of the characterizations in your letter regarding Autodesk's discovery responses:

**Interrogatory No. 5:** We did not agree to amend Autodesk's response to this interrogatory regarding the listing of products sold under the 3DS MAX mark. We stated our view that Autodesk has provided the requested information as to subpart (a) of the interrogatory, as it has identified the type of products sold under the 3DS MAX mark and has provided a list of specific products sold under the 3DS MAX mark. We did not agree to supplement Autodesk's response to Interrogatory No. 5(b)(i), which was neither raised in your March 18, 2014 letter nor during the phone call. We do not agree that Autodesk failed to answer subpart (iii), but are reconsidering the response to subpart (iii) and will supplement such response as appropriate.

**Interrogatory No. 7:** Your summary of the discussion regarding this interrogatory is incorrect. Rather than us agreeing to withdraw Autodesk's objections and provide a substantive response, you agreed that no response was required, in light of your repeated refusals to answer reciprocal interrogatories, citing *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002).

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**Interrogatory No. 20:** Here, we agreed that we *may* supplement Autodesk's response, if at all, after we have fully completed our review of the documents to determine if there is any such person and/or documents.

**Request for Admission No. 1:** While we appreciate your attempt to clarify this request, we reiterate Autodesk's objections, including that this request seeks information not relevant or reasonably calculated to lead to the discovery of admissible evidence.

**Request for Admission No. 2:** While we appreciate your attempt to clarify this request, we reiterate Autodesk's objections, including that this request seeks information not relevant or reasonably calculated to lead to the discovery of admissible evidence.

**Request for Production No. 7:** We agreed to supplement Autodesk's response to this request only following clarification from you as to the meaning of "use of . . . any trademark registrations . . . ." You clarified this as referring to third-party registrations of trademarks containing the term "3DS." Any supplementation we provide will be premised on this meaning.

As you know, Autodesk made an initial document production on May 1, 2014. Autodesk intends to make its next production of documents next week. Autodesk intends to provide other supplemental responses shortly.

### **3D Systems' Discovery Responses**

We also want to memorialize the key points of our discussions with you regarding 3D Systems' discovery responses:

#### **Interrogatories**

**Objection No. 8:** You have objected to Autodesk's definition of the terms "3DS," "mark 3DS," and "3DS mark," and have indicated that you will view these terms as referring only to the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612. You have agreed to limit your priority claims to the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612, but have otherwise not agreed to limit your case to only the 3DS & Design mark. Accordingly, we cannot agree to your narrow definitions of these terms, as any other 3D Systems' 3DS marks may be highly relevant to this dispute.

**Objection No. 9:** You have similarly objected to Autodesk's definition of the term "3DS Product or Service." As with Objection No. 8, the parties are not able to agree on the appropriate scope of this term, as you have stated your intention to limit it to only the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612, whereas Autodesk believes that other 3D Systems' 3DS marks, and the goods and services offered in connection therewith, are highly relevant, insofar as 3D Systems refuses to limit this proceeding to only the mark and goods and services that are the subject of U.S. Reg. No. 4,125,612.

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The above definitions impact the vast majority of the interrogatories, including, but not limited to, interrogatories 1-18 and 21-25. Accordingly, there remains a fundamental disagreement as to the appropriate scope of your client's responses to any interrogatories that involve these definitions and/or to which you asserted Objections No. 8 and/or 9.

**Interrogatory No. 1:** You stated that 3D Systems' response includes past product names. However, there remains a dispute over the definition of the term "mark 3DS."

**Interrogatory Nos. 2 and 6:** We agreed to reserve the right to revisit this issue, in the event that the person identified is insufficient. There remains a dispute over the definition of the term "mark 3DS."

**Interrogatory No. 3:** You agreed to supplement the requested information for each category of product or service. However, there remains a dispute over the definition of the term "mark 3DS."

**Interrogatory No. 4:** You stated that your client does not maintain sales figures (dollar volume and units) for each category or product. However, there remains a dispute over the definition of the term "mark 3DS."

**Interrogatory No. 5:** You stated that the time periods identified in 3D Systems' response to Interrogatory No. 3 indicated continuous use. However, there remains a dispute over the definition of the term "mark 3DS."

**Interrogatory No. 9:** You agreed to identify and produce representative documents responsive to this interrogatory, as well as provide a brief explanation for the basis of selecting such documents as representative. However, there remains a dispute over the definition of the term "mark 3DS."

**Interrogatory No. 12:** Although there remains a dispute over the definition of the term "mark 3DS," you agreed to supplement this response to be as complete as possible.

**Interrogatory No. 14:** In addition to the remaining dispute over the definition of the term "mark 3DS," you refused to supplement a plainly inadequate response. In addition, you stated your view that "plans" are not relevant to this dispute.

**Interrogatory No. 15:** In addition to the remaining dispute over the definition of the term "mark 3DS," you refused to supplement to provide information pertaining to any marks that were considered in the process of selecting the 3DS mark.

**Interrogatory No. 17:** In addition to the remaining dispute over the definition of the term "3DS Product or Services," you asserted that the issue of quality of the 3DS Products or Services is irrelevant. You refused to supplement to provide a substantive response to this interrogatory.

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**Interrogatory No. 22:** You agreed to supplement to provide a substantive response identifying every trademark search 3D Systems conducted relating to the mark 3DS. There remains a dispute over the definition of the term “mark 3DS.”

**Interrogatory No. 24:** You agreed to that you would produce documents from enforcement actions, to the extent there are any, outside of formal legal proceedings (for example, cease-and-desist letters). There remains a dispute over the definition of the term “mark 3DS.”

**Interrogatory No. 27:** We clarified that “Petitioner or its use of the 3DS mark” means Autodesk and any word, name, symbol or device or other designation of origin incorporating the letter string 3DS, or its phonetic equivalent as well as any domain name incorporating the letter string 3DS. Despite this clarification, you have refused to supplement your client’s response.

### **Requests for Production**

**Objection No. 8:** You have objected to Autodesk’s definition of the terms “3DS,” “mark 3DS,” and “3DS mark,” and have indicated that you will view these terms as referring only to the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612. You have agreed to limit your priority claims to the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612, but have otherwise not agreed to limit your case to only this 3DS mark. Accordingly, we cannot agree to your narrow definitions of these terms, as any other 3D Systems’ 3DS marks may be highly relevant to this dispute.

**Objection No. 9:** You have similarly objected to Autodesk’s definition of the term “3DS Product or Service.” As with Objection No. 8, the parties are not able to agree on the appropriate scope of this term, as you have stated your intention to limit it to only the 3DS & Design mark that is the subject of U.S. Reg. No. 4,125,612, whereas Autodesk believes that other 3D Systems’ 3DS marks, and the goods and services offered in connection therewith, are highly relevant, insofar as 3D Systems refuses to limit this proceeding to only the mark and goods and services that are the subject of U.S. Reg. No. 4,125,612.

The above definitions impact the vast majority of the requests for production, including, but not limited to, requests 2-22, 24-25, and 27-34. Accordingly, there remains a fundamental disagreement as to the appropriate scope of your client’s responses to any requests for production that involve these definitions and/or to which you asserted Objections No. 8 and/or 9.

**Request for Production No. 1:** You agreed to supplement 3D Systems’ response to this request by producing documents with respect to 3DS MAX products only.

**Request for Production Nos. 2-3, 5:** You refused to expand your client’s response beyond the 3DS & Design mark that is the subject of Reg. No. 4,125,612. Accordingly, there remains a dispute over the definition of the terms “mark 3DS” and “3DS Product or Service.”

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**Request for Production No. 9:** In addition to the primary dispute over the definition of the term “3DS Product or Service,” you have asserted that drafts, plans, projections, and proposals not implemented are not relevant and have refused to produce such documents.

**Request for Production No. 12:** In addition to the primary dispute over the definition of the term “mark 3DS,” you have asserted that drafts, plans, projections, and proposals not implemented are not relevant and have refused to produce such documents.

**Request for Production Nos. 13-14:** You refused to expand 3D Systems’ response beyond the 3DS & Design mark that is the subject of Reg. No. 4,125,612. Accordingly, there remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 15:** You agreed to produce a representative sample of each category of catalog, sales outlet, Internet website or other electronic means, retail outlet, and wholesale outlet at which the 3DS & Design products or services have been, or are intended to be, advertised, promoted, distributed, sold, or offered for sale. There remains a dispute over the definition of the term “3DS Product or Service.”

**Request for Production No. 18:** You agreed to produce license agreements, settlement and co-existence agreements, and a representative sample of distribution contracts. There remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 22:** You refused to produce documents pertaining to marks considered as possible alternatives to the mark 3DS. In addition, there remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 23:** You agreed to produce documents relating to use of the 3DS Max mark by Autodesk.

**Request for Production No. 24:** You have agreed to produce responsive documents discussing trademarks. However, there remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 25:** In addition to the dispute over the definition of the term “mark 3DS,” you refused to produce any documents responsive to this request on the basis of work-product privilege, although you did not assert this objection in your client’s response.

**Request for Production No. 27:** You agreed to produce emails and other communications with the United States Patent & Trademark Office, as well as otherwise non-privileged communications. However, there remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 28:** You agreed to review and consider documents on a case-by-case basis. There remains a dispute over the definition of the term “mark 3DS.”

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**Request for Production No. 29:** You agreed to produce trademark search reports. There remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 30:** You agreed to produce documents regarding any “informal outreach.” There remains a dispute over the definition of the term “mark 3DS.”

**Request for Production No. 31:** You asserted that it is premature to formulate a final response to this request, and will revert with a final answer once you have completed review of 3D Systems’ documents. In addition, there remains a dispute over the definition of the term “3DS Product or Service.”

**Request for Production No. 32:** You confirmed that 3D Systems will produce documents relating to potential confusion, not merely actual confusion. There remains a dispute over the definition of the term “3DS Product or Service.”

**Request for Production Nos. 38-48:** We clarified that these requests seek only documents not otherwise responsive to other discovery demands. You indicated a conceptual objection to contention document demands.

You made 507 documents available to us on June 11, 2014. As discussed separately, we have had some technical difficulties downloading the documents. We will be in contact with you if we are not able to resolve this issue.

Please let us know when we can expect your amended and supplemented responses in accordance with the above understanding.

Sincerely

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation



Stephanie S. Brannen

cc: Sarah Hsia, Esq.

# Exhibit 10

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

Autodesk, Inc.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 92056509
	)	
3D Systems, Inc.,	)	
	)	
Respondent.	)	
	)	

**RESPONDENT 3D SYSTEMS, INC.'S  
FIRST SET OF INTERROGATORIES TO PETITIONER**

Pursuant to Fed. R. Civ. P. 26 and 33, and the provisions of 37 C.F.R. § 2.120, Respondent, 3D Systems, Inc. (“3D Systems”), requests that Petitioner, Autodesk, Inc. (“Autodesk”), answer the following interrogatories under oath.

**INTRODUCTION AND DEFINITIONS**

A. These Interrogatories and accompanying Requests for Production of Documents and Things (collectively, “Discovery Requests”) are submitted for the purpose of discovery and are not to be taken as waiving any objections which may be made in this proceeding by 3D Systems to the introduction of evidence on subjects covered by these Interrogatories or as an admission of the relevance or materiality of any of the matters covered by these Discovery Requests.

B. These Discovery Requests seek responses as of the date hereof, but shall be deemed to be continuing so that any additional responsive information or material relating in any way to these Discovery Requests which Autodesk acquires or which becomes known to Autodesk at any time during this proceeding shall be furnished to 3D

Systems promptly after such information or material is acquired or becomes known, as required by Rule 26(e) of the Federal Rules of Civil Procedure.

C. As used herein, the terms “document” and “thing” are used in their customary broad sense consistent with Fed. R. Civ. P. 26 and 34, and include, without limitation, any record of information, regardless of the electronic or tangible medium in which it is printed, recorded, filmed, retained or reproduced by any process, or written or produced by hand or other means, and whether or not claimed to be privileged against discovery on any ground.

D. “Set forth each and every factual basis” for a contention means to do the following with respect to that contention: (a) describe every fact and circumstance that supports or forms a basis for the contention or belief; (b) identify the documents that support or form a basis for the contention; and (c) identify each person known or believed by you to have information or knowledge of the facts and circumstances that support or form the basis for the contention.

E. If you object to a Discovery Request on the basis of privilege or work-product immunity, you must answer as much of the Discovery Request as does not require the disclosure of the information for which you are claiming privilege, and state, for the information for which you are claiming privilege, the nature of privilege you are relying on, as well as details regarding the nature of the information, its source, subject matter and the names of all persons to whom the information was disclosed.

F. As used herein, the terms “identify,” or “state the identity of,” or any variation thereof means:

a. In the case of a person, to state:

- i. Name;
  - ii. Present or last known address; and
  - iii. Present or last known place of employment.
- b. In the case of a company, to state:
  - i. Name;
  - ii. Place of incorporation;
  - iii. Address and principal place of business; and
  - iv. The identity of officers or other persons having knowledge of the matter with respect to which the company is named.
- c. In the case of a document, to state:
  - i. The identity of the author(s), addressee(s) and recipient(s);
  - ii. The type of document;
  - iii. The date of its preparation, and the date(s) and manner of transmission, distribution and publication;
  - iv. Identity of persons who can authenticate the document for purposes of admission into evidence at trial; and
  - v. If privilege against production is claimed, the specific basis therefore and a complete specification and description of every fact upon which the claim of privilege is based.

Provided that, in the alternative, you may produce the documents, together with identifying information sufficient to satisfy Fed. R. Civ. P. 33(d).

- G. The term “you” or “Autodesk” refers to Autodesk, Inc., its employees, attorneys, agents and representatives. The term “3DS MAX Mark” refers to the subject of U.S. Reg. No. 2,733,869.
- H. The term “Licensees” refers to any person licensed or otherwise authorized by Autodesk to use the 3DS MAX Mark.
- I. The term “person” refers to both natural persons and to corporate or other business entities, whether or not in the employ of Autodesk, and the acts and knowledge of a person are defined to include the acts and knowledge of that person’s directors, officers, members, employees, representatives, agents and attorneys.
- J. The term “3DS & Design Mark” refers to the subject of U.S. Reg. No. 4,125,612.

### **INSTRUCTIONS**

- 1) You are requested to furnish all information in your possession and all information available to you, not merely such information as is of your own personal knowledge but also all information that is available to you, personally, or through your agents, representatives and/or attorneys by reasonable inquiry.
- 2) If you are unable to answer any of the Discovery Requests completely, you should answer to the extent possible and should state, in detail, the reason that your answer is incomplete or the reason that you are unable to answer the Discovery Request(s) or produce the requested documents or records.
- 3) In interpreting these Discovery Requests, Definitions and Instructions: any masculine, feminine or neuter term includes all other genders; the terms “any,” “all,” and “each,”

shall each be construed as encompassing any and all; the terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope; the use of the singular form of any word includes the plural and vice versa; and the use of a verb in any other tense shall be construed as the use of the verb in all other tenses, wherever necessary to bring within the scope of the request all documents that might otherwise be construed to be outside the scope.

### **INTERROGATORIES**

#### **Interrogatory No. 1:**

Identify the three persons who are the most knowledgeable concerning the use of the 3DS MAX Mark by Autodesk and/or its Licensees in the United States, including the date of first use, and the products and services sold and/or provided, or to be sold or provided, under the 3DS MAX Mark.

#### **Interrogatory No. 2:**

Identify each of Autodesk’s related companies, as well as each predecessor or successor in interest of Autodesk, insofar as the business or interest of such related company pertains to any use of the 3DS MAX Mark in the United States.

#### **Interrogatory No. 3:**

If Autodesk now has, or ever had, any agreement, either written or oral, concerning any use or non-use of the 3DS MAX Mark, then, for each such agreement or understanding, identify all parties to the agreement, including all persons participating in its creation, and state the nature and substance of the agreement and the circumstances which led to its existence.

Interrogatory No. 4:

State all ways in which Autodesk (or any of its Licensees) has used the 3DS MAX Mark in the United States (including an identification of all materials on which said mark has been used), and identify when each such use began.

Interrogatory No. 5:

(a) Identify with particularity each different type of product and service ever offered for sale or sold in the United States by Autodesk (or its Licensees) under the 3DS MAX Mark.

(b) Separately for each type of product and service identified in response to Interrogatory No. 5(a), state in detail:

(i) the date on which Autodesk (or its Licensees) commenced offering for sale or selling each such type of product or service under said mark in this country;

(ii) the date on which Autodesk (or its Licensees) ceased offering for sale, selling or otherwise using the 3DS MAX Mark in connection with each such type of product or service in the United States;

(iii) the classes or types of customers in this country who purchased (or will be targeted as purchasers) directly from Autodesk (or its Licensees) each such type of product or service;

(iv) the channels of trade through which each product or service is offered for sale;

(v) the manner in which the 3DS Max Mark has been used in the United States in connection with each type of product or service and its promotion; and

(vi) the gross sales revenue generated annually by sales of such goods and

services in this country by Autodesk and its Licensees, for each calendar year in which such goods or services have been sold, including, without limitation, that portion of the current year.

Interrogatory No. 6:

Identify the three persons most knowledgeable about the sales and distribution of products or services sold by Autodesk in connection with the 3DS MAX Mark.

Interrogatory No. 7:

Identify each person whom Autodesk may call as a fact witness on its behalf in this proceeding, and state, for each such witness, the expected subject matter, substance and foundation of and for his or her testimony.

Interrogatory No. 8:

Identify each person Autodesk may call as an expert witness on its behalf in this proceeding, and for each such person, state the basis for his or her qualification as an expert, the subject matter on which he or she is expected to give testimony, the substance of the facts and opinions to which he or she is expected to give testimony, and any reports prepared by each expert.

Interrogatory No. 9:

Identify all Licensees, and any other third parties authorized by Autodesk to market, sell, offer for sale, or distribute goods or services under the 3DS MAX Mark.

Interrogatory No. 10:

Identify each instance known to Autodesk of use of any marks incorporating the

term “3DS” by any other person or entity and with respect to each such instance of use, specify:

(a) the manner of use;

(b) when Autodesk first became aware of such use, and the means by which Autodesk became aware of such use;

(c) identify any steps taken by Autodesk to enforce the rights it claims in the 3DS MAX Mark against such use; and

(d) identify the persons who have knowledge of such use, or reported such use to Autodesk.

Interrogatory No. 11:

Identify any and all efforts Autodesk has made to enforce the rights it claims in the 3DS MAX Mark.

Interrogatory No. 12:

Identify the three persons who are most knowledgeable about Autodesk’s enforcement of the rights it claims in the 3DS MAX Mark.

Interrogatory No. 13:

Identify each instance of which Autodesk has actual or hearsay knowledge, directly or indirectly, or any actual or purported association or confusion of any type between Autodesk (or its Licensees) and/or its products and services sold in connection with the 3DS MAX Mark, on the one hand, and 3D Systems and/or its products and services sold in connection with the 3DS & Design Mark, on the other hand.

Interrogatory No. 14:

Identify the persons who are most knowledgeable about the adoption or use of the 3DS & Design Mark by 3D Systems, and describe with particularity the circumstances under which Autodesk first became aware of the 3DS & Design Mark.

Interrogatory No. 15:

Set forth each and every factual basis for Autodesk's contention that the 3DS MAX Mark is confusingly similar to the 3DS & Design Mark.

Interrogatory No. 16:

Identify the annual expenditures of Autodesk and its Licensees on the marketing and promotion of goods and services offered under the 3DS MAX Mark in the United States.

Interrogatory No. 17:

Identify the three persons most knowledgeable about the advertising and promotion of goods and services offered by you under the 3DS MAX Mark.

Interrogatory No. 18:

Identify the earliest date on which Autodesk contends that it commenced use of the 3DS MAX Mark in commerce in the United States.

Interrogatory No. 19:

Identify the earliest date on which Autodesk contends that it commenced use of any mark containing the term "3DS" in commerce in the United States.

Interrogatory No. 20:

Identify the three person(s) most knowledgeable about the creation, selection and decision by Autodesk (and/or its predecessors) to adopt the 3DS MAX Mark, and identify all documents related to the creation, selection and adoption of the 3DS MAX Mark, including but not limited to search reports and opinions, advertising agency, marketing or public relations firm documents, and internal memoranda and emails.

Interrogatory No. 21:

Explain the use of the term “MAX” in the 3DS MAX Mark, including, without limitation, what it signifies, how it was created, and/or how it came to be used, as a component thereof.

Interrogatory No. 22:

Identify the three person(s) most knowledgeable about the adoption of “.3ds” as a filename extension by Autodesk, its Licensees, or any third party.

Interrogatory No. 23:

Describe the nature of the “.3ds” filename extension, including, without limitation, what it signifies, what goods it may be used in connection with, who may use it, and what software programs recognize it.

Interrogatory No. 24:

Identify any studies, tests, polls or surveys related to consumer recognition of the 3DS MAX Mark.

Interrogatory No. 25:

As to each Request for Admission that you did not admit, explain the basis for your refusal to admit the matter.

Dated: November 11, 2013



Sarah C. Hsia

Jason M. Sneed

SNEED PLLC

610 Jetton St., Suite 120-107

Davidson, North Carolina 28036

Tel: 704-779-3611

[sarah@sneedlegal.com](mailto:sarah@sneedlegal.com)

[JSneed@SneedLegal.com](mailto:JSneed@SneedLegal.com)

*Attorneys for Respondent*

*3D Systems, Inc.*

**Certificate of Service**

The undersigned counsel of record hereby certifies that on this 11<sup>th</sup> day of November, 2013, a true and correct copy of the foregoing *Respondent 3D Systems, Inc.'s First Set of Interrogatories to Petitioner* was served on counsel for the Petitioner, Autodesk, Inc., by placing a copy in U.S. Mail, postage prepaid, and addressed to the following:

John L. Slafsky  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
*Attorneys for Petitioner*

  
An Attorney for Respondent

# Exhibit 11

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

In the matter of Trademark Registration No. 4,125,612  
Registered: April 10, 2012  
Trademark: 3DS & Design

Autodesk, Inc.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 92056509
	)	
3D Systems, Inc.,	)	
	)	
Respondent.	)	
	)	

**RESPONDENT’S RESPONSES AND OBJECTIONS TO  
PETITIONER’S FIRST SET OF INTERROGATORIES TO REGISTRANT**

Respondent, 3D Systems, Inc. (“3D Systems” or “Respondent”), hereby submits its responses and objections to Petitioner Autodesk, Inc.’s (“Autodesk” or “Petitioner”) First Set of Interrogatories, as follows:

**GENERAL OBJECTIONS**

1. Respondent objects to each of Petitioner’s Interrogatories to the extent that it is overly broad and unduly burdensome, and purports to impose obligations upon Respondent that exceed the obligations imposed by the Federal Rules of Civil Procedure and the Rules of Practice of the Trademark Trial and Appeal Board.
2. Respondent objects to each of Petitioner’s Interrogatories to the extent that it seeks information that is neither relevant to the subject matter of the pending proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

3. Respondent objects to each of Petitioner's Interrogatories to the extent that it is vague and ambiguous and does not employ sufficient detail or reasonable particularity.

4. Respondent objects to each of Petitioner's Interrogatories to the extent that it calls for production of documents or information protected from discovery by the attorney-client privilege, the work product immunity, or any other applicable privilege and/or immunity.

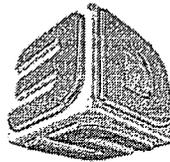
5. Respondent objects to each of Petitioner's Interrogatories to the extent that it calls for production of publicly available information or information that is at least equally available to Petitioner and Respondent.

6. Respondent objects to each of Petitioner's Interrogatories to the extent that it purports to call for the production or disclosure of proprietary and confidential information, non-public information, or trade secrets. Such proprietary and confidential information will be produced only subject to the Protective Order in force in this Cancellation Proceeding.

7. The responses contained herein are based on information presently available to Respondent. Respondent is still engaged in discovery and investigation of this matter, the results of which may alter, modify or add to some of the responses set forth herein. Respondent reserves the right to amend or supplement the following responses based on any further investigation and discovery in this case.

**GENERAL OBJECTIONS SPECIFIC TO PETITIONER’S DEFINITIONS AND INSTRUCTIONS**

8. Respondent objects to Petitioner’s definition of the term “3DS” as including, but not being limited to, the mark 3DS & Design that is the subject of U.S. Reg. No. 4,125,612 and the instant cancellation proceeding. When answering Petitioner’s interrogatories, and unless otherwise noted, Respondent will respond only with respect to the mark subject to this proceeding, namely 3DS & Design mark shown below:



Similarly, Petitioner’s definition of the terms “3DS,” “the mark 3DS,” and “the 3DS mark” to include marks other than the mark subject to this proceeding is overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9. Respondent similarly objects to the definition of the term “3DS Product or Services” as overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, by referring: (a) to products and services offered and sold in conjunction with “the mark 3DS,” and (b) to the extent the interrogatory calls for the provision of information or the production of materials in the possession, custody or control by those other than Respondent, such as its “licensees.”

10. Respondent objects to the definition of the term “identify” with respect to a “product” (subsection d) and “service” (subsection e) as overly broad and unduly burdensome, and vague and ambiguous.

11. Respondent objects to the definition of the term “communication” as overly broad and unduly burdensome.

12. Respondent objects to Definition Nos. 13, 14, 15 and 16 as nonsensical and confusing.

13. Respondent objects to Instruction No. 1 to the extent that it calls for the production of information in the possession of Respondent’s attorneys, or persons acting under the direction of Respondent’s attorneys, on the basis that such information is protected from disclosure pursuant to the attorney-client communications privilege or the work product immunity doctrine.

14. Respondent objects to Instruction No. 4 on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations on the Respondent that exceed the obligations imposed by the Federal Rules of Civil Procedure and the Rules of Practice of the Trademark Trial and Appeal Board.

### **RESPONSES AND OBJECTIONS TO SPECIFIC INTERROGATORIES**

**Interrogatory No. 1: Identify every product and service you have offered in connection with the mark 3DS.**

**Response:** General Objection No. 1, as to the use of “every,” and No. 8. Subject to and without waiving the foregoing objections, Respondent states that it has sold the following products and services in conjunction with the 3DS & Design mark: solid imaging materials, of plastic, metal, wax, silicone, urethane, ceramic or composites;

computer driven machines for making three-dimensional embodiments of computer printed designs (Cube®, CubeX™, ProJet® 1000, ProJet® 1500, ProJet® 160, ProJet® 260C, ProJet® 3510 SD, ProJet® 3510 HD, ProJet® 3510 HDPlus, ProJet® 3500 HDMax, ProJet® 5000, ProJet® 5500X, ProJet® 6000 SD, ProJet® 7000 SD, ProJet® 6000 HD, ProJet® 7000 HD, iPro™ 8000, iPro™ 8000 MP, iPro™ 9000, iPro™ 9000 XL, sPro™ 140, sPro™ 230, sPro™ 60 HD, sPro™ 60 SD, Phenix PXS, Phenix PXS Dental, ProX™ 200, ProX™ 200 Dental, ProX™ 300); scan based design software (Geomagic Design X, Geomagic Design Direct, Geomagic Capture®, Geomagic Studio, Geomagic Wrap), mechanical design software (Geomagic Design), freeform design software (Geomagic Freeform, Geomagic Freeform Plus, Geomagic Claytools), inspection software (Geomagic Control, Geomagic Verify), healthcare software for conversion of CT scans to 3D models (Bespoke Modeling), haptic devices (Geomagic Touch, Geomagic Touch X, Geomagic Phantom Premium and Geomagic OpenHaptics), 3D scanners (Sense); and manufacturing services, including on-demand production services (Quickparts Solutions), cloud based 3D printing services (Cubify), production software services (SLA® System software, 3DManage™, 3DPrint™, 3DEdit™ Pro, 3D Lightyear™, Buildstation, LS, SinterScan™, RealMonitor™); collaboration software services (TeamPlatform); and optical imaging systems (VIDAR Systems). Respondent further states that some of the above products have been offered and sold in conjunction with the 3DS & Design mark under different specific product names, but the names set forth above are understood to constitute the current product names for the goods and services sold in conjunction with the 3DS & Design mark.

**Interrogatory No. 2: For each product and service requested to be identified in Interrogatory No. 1, identify the persons most knowledgeable about each product or service.**

**Response:** General Objection Nos. 1, 8 and 9. Subject to and without waiving the foregoing objection(s), Respondent identifies Cathy Lewis, Chief Marketing Officer, 3D Systems, Inc., as the person most knowledgeable about the scope of 3D Systems' products and services offered and sold in connection with the 3DS & Design Mark.

**Interrogatory No. 3: For each product and service requested to be identified in Interrogatory No. 1, identify the time period (including month and year) during which you offered each of those products and services.**

**Response:** General Objection No. 1. Subject to, and without waiving, the foregoing objections, Respondent states that it has used continuously its 3DS & Design Mark in connection with solid imaging materials since at least August 1, 2011, computer driven machines for making three-dimensional embodiments of computer generated designs since at least August 1, 2011, computer software for use in designing three-dimensional objects and controlling machines for making three-dimensional embodiments of the objects since at least August 1, 2011, and manufacturing services pertaining to three-dimensional objects since at least August 1, 2011.

**Interrogatory No. 4: For each product and service requested to be identified in Interrogatory No. 1, state the sales, on an annual basis (in terms of dollar volume and units) of such product or service from the date of first use of the mark 3DS in connection with such product or service, through the present.**

**Response:** General Objection Nos. 1, 6, 8 and 9. Subject to and without waiving the foregoing objection(s), Respondent states that its sales, on an annual basis, for all goods and services on or in connection with which the 3DS & Design mark has been used are as follows:

July 1, 2011 – Dec. 31, 2011: \$127,399,000

Jan. 1, 2012 – Dec. 31, 2012: \$353,633,000

Jan. 1, 2013 – Sept. 30, 2013: \$358,583,000

**Interrogatory No. 5: For each product and service requested to be identified in Interrogatory No. 1, explain the extent to which there has been any interruption to continuous use of the mark 3DS to identify the product or service.**

**Response:** General Objection No. 3. Otherwise, Respondent incorporates its objections and response to Interrogatory No. 3.

**Interrogatory No. 6: For each product and service requested to be identified in Interrogatory No. 1, identify the persons most knowledgeable about the sales and distribution of the product or service.**

**Response:** Respondent incorporates its objections and response to Interrogatory No. 2.

**Interrogatory No. 7: For each product and service requested to be identified in Interrogatory No. 1, identify the persons most knowledgeable about the advertising and promotion (including but not limited to white paper publications, attendance and booth reservation at trade shows, and education initiatives generally) of the product or service.**

**Response:** General Objection Nos. 1, 8 and 9. Subject to and without waiving the foregoing objection(s), Respondent identifies Cathy Lewis, Chief Marketing Officer, 3D Systems, Inc., as the person most knowledgeable about the advertising and promotion of 3D Systems' products and services offered and sold in connection with the 3DS & Design Mark.

**Interrogatory No. 8: For each product and service requested to be identified in Interrogatory No. 1, list by calendar year the expenditures you have made on advertising and promotion in the United States for the product or service.**

**Response:** General Objection Nos. 1, 6, 8 and 9. Subject to and without waiving the foregoing objections, Respondent states that it has made the following expenditures on advertising and promotion of goods and services on or in connection with which the 3DS & Design Mark has been used:

July 1, 2011 – Dec. 31, 2011: \$ 457,930

Jan. 1, 2012 – Dec. 31, 2012: \$1,747,921

Jan. 1, 2013 – Sept. 30, 2013: \$1,925,812

*\*Respondent designates this response as CONFIDENTIAL pursuant to the operative protective order.\**

**Interrogatory No. 9: For each product and service requested to be identified in Interrogatory No. 1, identify the nature and title (if applicable) of the media in which all advertisements of the product or service have appeared, including the date of and the geographic scope of such advertisements.**

**Response:** General Objection Nos. 1 and 2. Subject to and without waiving the foregoing objections, Respondent states that it has advertising the goods and services on or in connection with which the 3DS & Design Mark has been used nationwide, and Respondent will produce a representative sample of advertising from which a sampling of the nature and titles of the media may be ascertained.

**Interrogatory No. 10: For each product and service requested to be identified in Interrogatory No. 1, identify each of the channels of trade through which the products or services have been or are intended to be offered for sale, distributed, sold or rendered.**

**Response:** General Objection Nos. 1 and 2. Subject to and without waiving the foregoing objections, Respondent states that its 3DS & Design products and services are

sold and intended to be sold through at least the following channels of trade in this country:

- Over the Internet
- Through various social media and electronic outlets;
- Through direct sales to a variety of industry groups, companies and individuals
- Through sales by distributors and representative groups to companies and individuals
- Through trade show participation and related sales
- Via product catalogs and inside sales

**Interrogatory No. 11: For each product and service requested to be identified in Interrogatory No. 1, describe the type of customers to whom you advertise, promote, sell, render, and/or distribute the product or service.**

**Response:** General Objection No. 1. Subject to and without waiving the foregoing objections, Respondent states that the products and services offered and sold under the 3DS & Design Mark are sold to a wide variety of consumers, from hobbyists and product design enthusiasts, to professional engineers and designers in the automotive, aerospace and defense industries, to medical professionals, industrial designers and artists and sculptors, and to general consumers purchasing gifts and novelty items made using additive manufacturing technology.

**Interrogatory No. 12: Describe all products, packaging, advertising brochures, websites, social media pages, electronic communications and other materials on which you have displayed the mark 3DS.**

**Response:** General Objection Nos. 1, 3 and 8. Subject to and without waiving the foregoing objections, Respondent identifies the products and services set forth in its response to Interrogatory No. 1 herein, Respondent will produce a sampling of advertising and promotional materials showing the use of the 3DS & Design Mark (see also response to Interrogatory No. 9), and Respondent identifies its website, [www.3dsystems.com](http://www.3dsystems.com), and at least the following websites and social media pages as social media and/or electronic media outlets at which it regularly uses and displays the 3DS & Design Mark:

- RSS feed, <http://feeds.feedburner.com/3dSystemsRssNewsFeed>;
- Facebook site: <https://www.facebook.com/3dsystemscorp?ref=ts>
- YouTube page: [http://www.youtube.com/channel/UCsx-A5uSO\\_gYgi5A4RXFCag](http://www.youtube.com/channel/UCsx-A5uSO_gYgi5A4RXFCag)
- Twitter feed: <https://twitter.com/3dsystemscorp>
- Blog site: <http://www.3dsystems.com/blog>
- LinkedIn page: <http://www.linkedin.com/company/162213>
- Google+ page: <https://plus.google.com/+3dsystems/posts>
- Flickr.com page: <http://www.flickr.com/photos/71069187@N05/>

**Interrogatory No. 13: Describe all present plans to use the mark 3DS.**

**Response:** General Objection Nos. 1, 3, 6 and 8. Subject to and without waiving the foregoing objections, and without disclosing Respondent's highly confidential and proprietary marketing plans and strategies, Respondent states that it plans to use the mark 3DS & Design generally in the manners in which it currently uses the mark.

**Interrogatory No. 14: Describe all of your efforts or plans to promote or expand awareness of the mark 3DS.**

**Response:** Respondent incorporates its response to Interrogatory No. 13.

**Interrogatory No. 15: State the reasons why you selected and adopted the mark 3DS, including any marks that were considered in the process of selecting the 3DS mark.**

**Response:** General Objection No. 8. Respondent adopted the mark 3DS & Design so as to create a brand that is immediately recognizable to consumers, which calls to consumers' and potential consumers' minds the source from which the subject goods and services originate, namely 3D Systems, Inc., by use of the term "3D" and Respondent's 3D & Design mark (see U.S. Reg. No. 3,023,690) and incorporating the letter "S," as an abbreviation for "Systems," and which suggests a quality or characteristic of the products and related services offered and sold by the company through use of the cubical design element.

**Interrogatory No. 16: Identify all persons who have participated in any decision to adopt or select the mark 3DS.**

**Response:** General Objection No. 8. The primary persons involved in the decision to adopt or select the mark 3DS & Design were the following:

- Cathy Lewis, Chief Marketing Officer, 3D Systems;
- Avi Reichenthal, President/CEO, 3D Systems;

**Interrogatory No. 17: Describe any studies, tests, ratings, or surveys related to the quality of the 3DS Products or Services.**

**Response:** General Objection No. 1, 2 and 9.

**Interrogatory No. 18: Describe any studies, tests, ratings, or surveys related to consumer recognition of the mark 3DS.**

**Response:** General Objection No. 8. Respondent is not aware of any “studies, tests, ratings, or surveys” related to consumer recognition of the 3DS & Design Mark.

**Interrogatory No. 19: Describe in detail each incident, known to you, of actual confusion between you or any of your products and services and between Petitioner or any of its products and services.**

**Response:** General Objection No. 1, to the extent this request seeks any information pertaining to any mark other than Respondent’s registered 3DS & Design Mark and Petitioner’s 3DS MAX mark. Subject to and without waiving the foregoing objections, Respondent states that it is not aware of any incidents of actual confusion between 3D Systems and its 3DS & Design mark and/or any of its related products and services, on the one hand, and, and Petitioner and its 3DS MAX mark and any of Petitioner’s products and services, on the other hand.

**Interrogatory No. 20: For each of the incidents described in response to Interrogatory No. 19, identify the persons with knowledge thereof.**

**Response:** In response to this interrogatory, Respondent incorporates its response to Interrogatory No. 19.

**Interrogatory No. 21: Identify each person who participated in a decision to file any trademark application for registration of the mark 3DS.**

**Response:** General Objection No. 8. The primary persons involved in the decision to file U.S. Application No. 85/427,976, which matured into U.S. Reg. No. 4,125,612 for the mark 3DS & Design, were the following:

- Cathy Lewis, Chief Marketing Officer, 3D Systems;

- Avi Reichenthal, President/CEO, 3D Systems;
- Keith Roberson, Intellectual Property & Technology Counsel, 3D Systems;

**Interrogatory No. 22: Identify every trademark search you conducted relating to the mark 3DS.**

**Response:** General Objection Nos. 2, 4 and 8.

**Interrogatory No. 23: Identify (including but not limited to party names, dates of inception and expiration dates) all agreements or contracts regarding the mark 3DS, including any transfer of rights between you and a third party regarding the mark 3DS and any licenses that you maintain with third parties allowing you to use the mark 3DS or allowing a third party to use the mark 3DS, and identify all documents which evidence or memorialize such agreements or contracts.**

**Response:** General Objection No. 1, 2 and 8, to the extent this request seeks information pertaining to agreements or contracts in which the primary subject matter of the agreement is not the 3DS & Design Mark. Subject to and without waiving the foregoing objections, Respondent states that it is not aware of any agreements or contracts in which the subject matter of the agreement is the 3DS & Design Mark.

**Interrogatory No. 24: Describe all efforts you have made to enforce against third parties the rights you claim in the mark 3DS.**

**Response:** General Objection No. 8. Respondent states that, apart from the present proceeding, it has not been involved in any legal proceedings in the United States with respect to its 3DS & Design mark.

**Interrogatory No. 25: Describe any instances in which a third party, other than Petitioner, has challenged the rights you claim in the mark 3DS.**

**Response:** General Objection No. 8. Subject to and without waiving the foregoing objections, no other person or entity has challenged Respondent's rights in its 3DS & Design Mark.

**Interrogatory No. 26: Identify each expert witness that you expect to provide testimony in the above-captioned proceeding, including the facts or subject matter about which they are expected to testify.**

**Response:** General Objection Nos. 1 and 7. In addition to its foregoing objections, Respondent objects to this Interrogatory on the grounds that it is premature, and calls for the disclosure of information protected by the attorney-client privilege and/or the work product immunity. Subject to, and without waiving, the foregoing objections, Respondent will make disclosures regarding expert witnesses in accordance with the schedule provided by the TTAB for this Cancellation Proceeding.

**Interrogatory No. 27: Identify the circumstances under which (including, but not limited to, the date) you first became aware of Petitioner or its use of the 3DS mark.**

**Response:** General Objection Nos. 2 and 3, and because this interrogatory is confusing. Subject to and without waiving the foregoing objection, Respondent states that, as presently understood, Respondent generally has been aware of Petitioner for many years. Respondent first became aware of its own use of its 3DS & Design Mark when it commenced use of the mark on or about May 2011.

**Interrogatory No. 28: Explain the basis for your denials to Petitioner's claims (including a statement of each fact that evidences or supports such denials) as pleaded in ¶¶ 17-21 and 23 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) ("It is settled that a

party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”).

**Interrogatory No. 29: Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 1 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”).

**Interrogatory No. 30: Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 2 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”).

**Interrogatory No. 31: Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 3 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”).

**Interrogatory No. 32: Explain the basis for the Affirmative Defense (including a statement of each fact that evidences or supports the Affirmative Defense) as pleaded on page 4, ¶ 4 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”).

**Interrogatory No. 33: Explain the basis for the disclaimer in your USPTO Registration No. 4,125,612 for a 3DS AND DESIGN mark that "no claim is made to the exclusive right to use '3D' apart from the mark as shown."**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”). Subject to and without waiving the foregoing objections, Respondent refers Petitioner to the file history U.S. Reg. No. 4,125,612, which is equally available to Petitioner.

**Interrogatory No. 34: Explain the basis for the declaration in your USPTO Application Serial No. 85/427,976, filed on November 22, 2011, to register the 3DS AND DESIGN mark that 3D Systems "believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true."**

**Response:** General Objection Nos. 1, 3 and 4. See also *Time Warner Entertainment Co., L.P. v. Jones*, 65 U.S.P.Q. 1650 (TTAB 2002) (“It is settled that a

party in a Board proceeding generally has no obligation to identify its fact witnesses or other trial evidence prior to trial”). Subject to and without waiving the foregoing objections, the referenced statement speaks for itself.

**Interrogatory No. 35: Identify each person who provided information on which your responses to these Interrogatories are based, specifying the interrogatory or interrogatories for which each person provided information.**

**Response:** General Objection No. 4. Subject to and without waiving the foregoing objections, Respondent identifies the following persons who provided information utilized in preparing these responses:

- Cathy Lewis, 3D Systems, Inc., Response Nos. 1-16, 13-15, 21
- Keith Roberson, Esq., 3D Systems, Inc., generally
- Jason M. Sneed & Sarah C. Hsia, SNEED PLLC, generally

Dated: January 17, 2014



Jason M. Sneed  
Sarah C. Hsia  
SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036  
Tel: 704-779-3611  
[sarah@sneedlegal.com](mailto:sarah@sneedlegal.com)  
[JSneed@SneedLegal.com](mailto:JSneed@SneedLegal.com)

*Attorneys for Respondent  
3D Systems, Inc.*

**VERIFICATION**

I, Cathy Lewis, hereby declare:

I am the CMO of 3D Systems, Inc. I have read the foregoing Responses and Objections to Petitioner's First Set of Interrogatories and know the contents thereof. Based on my personal knowledge or on information provided to me by others, I am informed and I believe that the responses contained therein are true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17<sup>th</sup> day of January, 2014.

A handwritten signature in black ink, appearing to read "Cathy Lewis", written over a horizontal line.

**Certificate of Service**

Pursuant to C.R.F. §2.111, I hereby certify that a true and correct copy of the foregoing Respondent's Responses and Objections to Petitioner's First Set of Interrogatories was served on the Petitioner, Autodesk, Inc., by placing a copy in U.S. Mail, postage prepaid, and addressed to the following:

John L. Slafsky  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
*Attorneys for Petitioner*

This the 17<sup>th</sup> day of January, 2014.

  
\_\_\_\_\_  
An Attorney for Respondent

# Exhibit 12

ESTTA Tracking number: **ESTTA533883**

Filing date: **04/23/2013**

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

Proceeding	92056509
Party	Defendant 3D Systems, Inc.
Correspondence Address	JASON M SNEED SNEED PLLC 610 JETTON ST STE 120-107 DAVIDSON, NC 28036 9318 UNITED STATES JSneed@SneedLegal.com, Litigation@SneedLegal.com
Submission	Answer
Filer's Name	Jason M. Sneed
Filer's e-mail	jsneed@sneedlegal.com, clandrum@sneedlegal.com, sarahhsia@gmail.com
Signature	/Jason M. Sneed/
Date	04/23/2013
Attachments	92056509_answer.pdf ( 6 pages )(89283 bytes )

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

_____	)	
Autodesk, Inc.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 92056509
	)	
3D Systems, Inc.,	)	
	)	
Respondent.	)	
_____	)	

**ANSWER TO PETITION FOR CANCELLATION**

Respondent, 3D Systems, Inc. (“Respondent”), respectfully submits this Answer to the Petition for Cancellation filed by Petitioner, Autodesk, Inc. (“Autodesk” or “Petitioner”).

1. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Petition for Cancellation, and therefore denies the same.

2. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Petition for Cancellation, and therefore denies the same.

3. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Petition for Cancellation, and therefore denies the same.

4. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Petition for Cancellation, and therefore denies the same.

5. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Petition for Cancellation, and therefore denies the same.

6. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Petition for Cancellation, and therefore denies the same.

7. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Petition for Cancellation, and therefore denies the same.

8. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Petition for Cancellation, and therefore denies the same.

9. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Petition for Cancellation, and therefore denies the same.

10. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Petition for Cancellation, and therefore denies the same.

11. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Petition for Cancellation, and therefore denies the same.

12. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Petition for Cancellation, and therefore denies the same.

13. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Petition for Cancellation, and therefore denies the same.

14. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Petition for Cancellation, and therefore denies the same.

15. Respondent admits the allegations contained in Paragraph 15 of the Petition for Cancellation.

16. Respondent admits the allegations contained in Paragraph 16 of the Petition for Cancellation.

17. Respondent denies the allegations contained in Paragraph 17 of the Petition for Cancellation.

18. Respondent denies the allegations contained in Paragraph 18 of the Petition for Cancellation.

19. Respondent denies the allegations contained in Paragraph 19 of the Petition for Cancellation.

20. Respondent denies the allegations contained in Paragraph 20 of the Petition for Cancellation.

21. Respondent denies the allegations contained in Paragraph 21 of the Petition for Cancellation.

22. On March 18, 2013, Petitioner filed a Response to Respondent's Partial Motion to Dismiss consenting to dismissal of its dilution claim, allegations in support of which are contained in Paragraph 22. To the extent that any response to this Paragraph is necessary, Respondent denies the allegations contained in Paragraph 22 of the Petition for Cancellation.

23. On March 18, 2013, Petitioner filed a Response to Respondent's Partial Motion to Dismiss consenting to dismissal of its dilution claim, allegations in support of which are contained in Paragraph 23. To the extent that any response to this Paragraph is necessary, Respondent denies the allegations contained in Paragraph 23 of the Petition for Cancellation.

### **DEFENSES AND AFFIRMATIVE DEFENSES**

1. Petitioner has failed to state a claim on which relief can be granted.
2. No likelihood of confusion would result from the continued use of the respective marks of the parties, and Petitioner is not damaged by Respondent's registration.
3. Petitioner's Petition for Cancellation is barred by the equitable doctrines of waiver, estoppel, unclean hands and/or acquiescence.
4. Petitioner's cited mark is unenforceable by virtue of being descriptive and lacking in secondary meaning and/or generic.
5. Respondent reserves all rights, including, but not limited to, the right to add additional affirmative defenses as discovery develops.

WHEREFORE, Respondent requests judgment dismissing the Petition for Cancellation and this proceeding in its entirety, with prejudice, and holding that Respondents are entitled Registration No. 4,125,612 granted to them, which registration should remain in full force and effect.

Dated: April 23, 2013

Respectfully submitted,

/s/ Jason M. Sneed

Jason M. Sneed

SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036  
(704) 779-3611 (tel)  
[JSneed@SneedLegal.com](mailto:JSneed@SneedLegal.com)

*Attorney for Respondent, 3D Systems, Inc.*

**Certificate of Filing**

The undersigned certifies that a copy of the foregoing **RESPONDENT'S ANSWER TO PETITION FOR CANCELLATION** has been filed through the Electronic System for Trademark and Trial Appeals, this the 23<sup>rd</sup> day of April, 2013.

/s/ Jason M. Sneed

*An Attorney for Respondent*

**Certificate of Service**

The undersigned counsel of record certifies that a copy of the foregoing **RESPONDENT'S ANSWER TO PETITION FOR CANCELLATION** has been served upon Applicant via U.S. Mail, this the 23<sup>rd</sup> day of April, 2013, to the following counsel of record:

John L. Slafsky  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, California 94304-1050  
[trademarks@wsgr.com](mailto:trademarks@wsgr.com)  
*Attorney for Petitioner*

/s/ Jason M. Sneed \_\_\_\_\_  
*An Attorney for Respondent*

# Exhibit 13



Search

+1 803.326.3900

- 3D Printers
- On Demand Parts
- Software/Scanners
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HOME / ABOUT 3D SYSTEMS

## About 3D Systems

3D Systems is a leading provider of 3D printing-centric design-to-manufacturing solutions including 3D printers, print materials and cloud sourced on-demand custom parts for professionals and consumers alike in materials including plastics, metals, ceramics and edibles. The company also provides integrated 3D scan-based design, freeform modeling and inspection tools and an integrated 3D planning and printing digital thread for personalized surgery and patient-specific medical devices. Its products and services replace and complement traditional methods and reduce the time and cost of designing new products by printing real parts directly from digital input. These solutions are used to rapidly design, create, communicate, prototype or produce functional parts and assemblies, empowering customers to *manufacture the future*.



- About Us
- Investor Relations
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- Careers
- Partners
- Education

## Leadership Through Innovation and Technology

- 3DS invented 3D printing with its Stereolithography (SLA) printer and was the first to commercialize it in 1989.
- 3DS invented Selective Laser Sintering (SLS) printing and was the first to commercialize it in 1992.
- 3DS invented the Color-Jet-Printing (CJP) class of 3D printers and was the first to commercialize 3D powder-based systems in 1994.
- 3DS invented Multi-Jet-Printing (MJF) printers and was the first to commercialize it in 1996.

Today its comprehensive range of 3D printers is the industry's benchmark for production-grade manufacturing in aerospace, automotive, personalized surgery, medical devices and a variety of consumer, electronic and fashion accessories.

Corporate Headquarters:  
333 Three D Systems Circle  
Rock Hill, SC 29730  
USA

Tel: +1 803.326.3900

3D Printers - from personal to professional:



Geomagic Solutions - our software authoring tools:

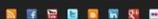


Quickparts Solutions - custom-designed parts that meet your needs:



### About 3D Systems

3D Systems is a leading provider of 3D printing-centric design-to-manufacturing solutions including 3D printers, print materials and cloud sourced on-demand custom parts for professionals and consumers alike in materials including plastics, metals, ceramics and edibles. The company also provides integrated 3D scan-based design, freeform modeling and inspection tools and an integrated 3D planning and printing digital thread for personalized surgery and patient-specific medical devices. Its products and services replace and complement traditional methods and reduce the time and cost of designing new products by printing real parts directly from digital input. These solutions are used to rapidly design, create, communicate, prototype or produce functional parts and assemblies, empowering customers to *manufacture the future*.



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# Exhibit 14

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

In the matter of Trademark Registration No. 4,125,612  
Registered: April 10, 2012  
Trademark: 3DS & Design

Autodesk, Inc.,	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No. 92056509
	)	
3D Systems, Inc.,	)	
	)	
Respondent.	)	
	)	

**RESPONDENT’S RESPONSES AND OBJECTIONS TO  
PETITIONER’S FIRST SET OF REQUESTS FOR PRODUCTION TO REGISTRANT**

Respondent, 3D Systems, Inc. (“3D Systems” or “Respondent”), hereby submits its responses and objections to Petitioner Autodesk, Inc.’s (“Autodesk” or “Petitioner”) First Set of Requests for Production to Registrant (hereinafter, the “Requests”), as follows:

**GENERAL OBJECTIONS**

1. Respondent objects to each of Petitioner’s Requests to the extent that it is overly broad and unduly burdensome, and purports to impose obligations upon Respondent that exceed the obligations imposed by the Federal Rules of Civil Procedure and the Rules of Practice of the Trademark Trial and Appeal Board.
2. Respondent objects to each of Petitioner’s Requests to the extent that it seeks documents and things that are neither relevant to the subject matter of the pending proceeding nor reasonably calculated to lead to the discovery of admissible evidence.
3. Respondent objects to each of Petitioner’s Requests to the extent that it is vague and ambiguous and does not employ sufficient detail or reasonable particularity.

4. Respondent objects to each of Petitioner's Requests to the extent that it calls for production of documents or information protected from discovery by the attorney-client privilege, the work product immunity, or any other applicable privilege and/or immunity.

5. Respondent objects to each of Petitioner's Requests to the extent that it calls for production of publicly available information or information that is at least equally available to Petitioner and Respondent.

6. Respondent objects to each of Petitioner's Requests to the extent that it purports to call for the production or disclosure of proprietary and confidential information, non-public information, or trade secrets. Such proprietary and confidential information and documents will be produced only subject to the Protective Order in force in this Cancellation Proceeding.

7. The responses contained herein are based on information presently available to Respondent. Respondent is still engaged in discovery and investigation of this matter, the results of which may alter, modify or add to some of the responses set forth herein. Respondent reserves the right to amend or supplement the following responses based on any further investigation and discovery in this case.

**GENERAL OBJECTIONS SPECIFIC TO PETITIONER'S DEFINITIONS AND INSTRUCTIONS**

8. Respondent objects to Petitioner's definition of the term "3DS" as including, but not being limited to, the mark 3DS & Design that is the subject of U.S. Reg. No. 4,125,612 and the instant cancellation proceeding. When answering Petitioner's interrogatories, and unless otherwise noted, Respondent will respond only with respect to the mark subject to this proceeding, namely 3DS & Design mark shown below:



Similarly, Petitioner's definition of the terms "3DS," "the mark 3DS," and "the 3DS mark" to include marks other than the mark subject to this proceeding is overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9. Respondent similarly objects to the definition of the term "3DS Product or Services" as overly broad, vague and ambiguous, unduly burdensome, and neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, by referring: (a) to products and services offered and sold in conjunction with "the mark 3DS," and (b) to the extent the interrogatory calls for the provision of information or the production of materials in the possession, custody or control by those other than Respondent, such as its "licensees."

10. Respondent objects to the definition of the term "identify" with respect to a "product" (subsection d) and "service" (subsection e) as overly broad and unduly burdensome, and vague and ambiguous.

11. Respondent objects to the definition of the term "communication" as overly broad and unduly burdensome.

12. Respondent objects to Definition Nos. 13, 14, 15 and 16 as nonsensical and confusing.

13. Respondent objects to Instruction No. 1 as overly broad and unduly burdensome to the extent that it calls for the production of documents and things in the possession of Respondent's attorneys, or persons acting under the direction of Respondent's attorneys, on the

basis that such materials are protected from disclosure pursuant to the attorney-client communications privilege or the work product immunity doctrine.

### **RESPONSES AND OBJECTIONS TO SPECIFIC REQUESTS**

**Request No. 1: All documents relating to modeling, rendering or animation software or tools offered by Petitioner.**

**Response:** General Objection Nos. 1, 2, 3 and 6.

**Request No. 2: Documents sufficient to identify each 3DS Product or Service.**

**Response:** General Objection Nos. 1, 9. Subject to and without waiving the foregoing objections, Respondent will produce responsive documents showing the scope of use of the 3DS & Design mark which are in its possession, custody or control.

**Request No. 3: Documents sufficient to show use of the mark 3DS in connection with each 3DS Product or Service each year that such product or service was offered for sale or distribution.**

**Response:** General Objection Nos. 1, 8 and 9. Subject to and without waiving the foregoing objections, Respondent will produce responsive documents showing the scope of use of the 3DS & Design mark which are in its possession, custody or control.

**Request No. 4: Documents sufficient to show use of the mark 3DS on the earliest date on which you will rely in the above-captioned proceeding to establish your rights in the mark 3DS.**

**Response:** General Objection Nos. 5 and 8. Subject to and without the foregoing objections, Respondent will produce responsive documents showing its first use date per International Class for the 3DS & Design Mark.

**Request No. 5: All documents related to the earliest date you offered any 3DS Product or Service.**

**Response:** General Objection Nos. 5 and 8. Subject to and without the foregoing objections, Respondent will produce responsive documents showing its first use date per International Class for the 3DS & Design Mark.

**Request No. 6: Representative samples of each advertising, marketing, and promotional material showing use of the mark 3DS on any goods or in connection with any services, including but not limited to web pages, social media websites, catalogs, circulars, leaflets, direct mail pieces, brochures, point of sale pieces, press releases, web-based advertisements (including but not limited to banner ads), newspaper and magazine advertisements and articles, yellow page advertisements, transcripts and audio tapes for radio advertisements, and transcripts and video tapes of television advertisements. Include with each item a document which provides the date(s) of use or publication and a description of where the advertisement or promotion appeared.**

**Response:** General Objection No. 1, pertaining to the request to prepare any documentation showing the date(s) of use or publication and a description of the advertisement. Subject to and without waiving the foregoing objections, representative samples of Respondent's advertisement, marketing and promotion of goods and services offered and sold under the 3DS & Design Mark will be produced.

**Request No. 7: All documents that identify trade shows or conferences that you have attended during which you discussed, marketed, promoted or advertised any 3DS Product or Service. Include samples for each calendar year during which the 3DS product or Service was offered.**

**Response:** General Objection No. 1, pertaining to the request to produce "all documents." Subject to and without waiving the foregoing objections, documents identifying trade shows and conferences attended at which 3DS & Design goods and/or services were advertised and promoted will be produced, to the extent such documents exist in the possession, custody or control of Respondent.

**Request No. 8: All documents relating to your expenditures on advertising and marketing activities related to any 3DS Product or Service.**

**Response:** General Objection No. 1, pertaining to the request to produce “all” documents, and No. 6. Subject to and without waiving the foregoing objections, Respondent will produce the responsive documents sufficient to show Respondent’s advertising and marketing expenditures since adoption of the 3DS & Design mark,, pursuant to the operative Protective Order in this proceeding, if any such documents exist in Respondent’s

**Request No. 9: All marketing plans, marketing projections or other marketing documents prepared by or for you relating to the sale, proposed sale, rendering or proposed rendering of any 3DS Product or Service.**

**Response:** General Objection Nos. 1, 2 and 6.

**Request No. 10: Documents sufficient to show annual advertising expenditures in connection with each 3DS Product or Service.**

**Response:** General Objection Nos. 6 and 9. Subject to and without waiving the foregoing objections, Respondent will produce the responsive documents in its possession, custody or control subject to the operative Protective Order in this proceeding.

**Request No. 11: A complete copy of each version of each website displaying the 3DS mark or offering for sale any 3DS Product or Service.**

**Response:** General Objection Nos. 1, 5 and 9. Subject to and without waiving the foregoing objections, Respondent will produce representative samples of Respondent’s advertisement, marketing and promotion of goods and services offered and sold under the 3DS & Design Mark, including such advertising on its website.

**Request No. 12: All documents relating to your efforts or plans to promote or expand awareness of the mark 3DS.**

**Response:** General Objection Nos. 1, 2, 6 and 8.

**Request No. 13: Documents sufficient to show the annual sales (in dollars and in number of units sold) of each product offered under the mark 3DS.**

**Response:** General Objection Nos. 1, 6 and 8. Subject to and without waiving the foregoing objections, Respondent will produce documents sufficient to show its overall sales of goods and services, on an annual basis, sold in conjunction with the 3DS & Design Mark.

**Request No. 14: Documents sufficient to show the annual sales (in dollars) of each service rendered under the mark 3DS.**

**Response:** General Objection Nos. 1, 6 and 8. Subject to and without waiving the foregoing objections, Respondent will produce documents sufficient to show its overall sales of goods and services, on an annual basis, sold in conjunction with the 3DS & Design Mark.

**Request No. 15: Documents sufficient to identify each catalog, sales outlet, Internet web site or other electronic means, retail outlet, and wholesale outlet in which any 3DS Product or Service are, or are intended to be, advertised, promoted, distributed, sold, or offered for sale.**

**Response:** General Objection Nos. 1, 6 and 9. Subject to and without waiving the foregoing objections, Respondent will produce, subject to the applicable Protective Order in this proceeding, a listing of outlets at which the 3DS & Design mark has been used, if any such listing exists in its possession, custody or control.

**Request No. 16: Documents sufficient to identify the types of customers to whom you advertise, promote, sell, distribute, or render any 3DS Product or Service.**

**Response:** General Objection Nos. 6, 9. Subject to and without waiving the foregoing objections, and subject to the applicable Protective Order in this proceeding, Respondent will produce a summary of its target customers pertaining to the 3DS & Design mark, if any exists in its possession, custody or control.

**Request No. 17: Documents sufficient to identify the price of each 3DS Product or Service sold, distributed, to be sold, or to be distributed.**

**Response:** General Objection Nos. 1, 9. Subject to and without waiving the foregoing objections, Respondent will produce documents sufficient to identify the general range of prices at which the categories of 3DS & Design goods and services are sold.

**Request No. 18: All documents, including but not limited to contracts and license agreements, authorizing any third party to use the mark 3DS.**

**Response:** General Objection Nos. 6, 8. Subject to and without waiving the foregoing objections, and subject to the Protective Order in this proceeding, Respondent will produce any license agreements authorizing any third party to use the mark 3DS & Design, if any exist in its possession, custody or control. Respondent further states that it does not know of the existence of any such agreements at this time.

**Request No. 19: All documents relating to any license or authorization that a third party granted to you, giving you permission to use the mark 3DS.**

**Response:** General Objection No. 8. No such documents exist.

**Request No. 20: All documents relating to any license or authorization that you granted to a third party to use the mark 3DS.**

**Response:** General Objection Nos. 6, 8. Subject to and without waiving the foregoing objections, and subject to the Protective Order in this proceeding, Respondent will produce any license agreements authorizing any third party to use the mark 3DS & Design, if any exist in its possession, custody or control. Respondent further states that it does not know of the existence of any such agreements at this time.

**Request No. 21: All documents relating to your exercise of quality control concerning the use of the mark 3DS by any third party.**

**Response:** General Objection Nos. 6, 8. Subject to and without waiving the foregoing objections, and subject to the applicable Protective Order in this proceeding, Respondent will produce the responsive documents, if any exist in its possession, custody or control.

**Request No. 22: All documents relating to your adoption of the mark 3DS, including all documents relating to other marks considered as possible alternatives.**

**Response:** General Objection Nos. 1 and 2, as pertains to “other marks considered as possible alternatives,” No. 4, No. 6 and No. 8. Subject to and without waiving the foregoing objections, Respondent will produce documents pertaining to the adoption of the 3DS & Design mark, if any exist in its possession, custody and control.

**Request No. 23: All documents relating to use of the 3DS mark by Autodesk.**

**Response:** General Objection Nos. 3, pertaining to “the 3DS mark,” and No. 4.

**Request No. 24: All documents relating to communications with third parties other than your legal counsel concerning the mark 3DS.**

**Response:** General Objection Nos. 1, 2, and 8.

**Request No. 25: All documents relating to internal communications, other than with your legal counsel, concerning the right to use the mark 3DS or this trademark dispute.**

**Response:** General Objection Nos. 3 as to “the mark 3DS,” 6 and 8.

**Request No. 26: All documents relating to communications with third parties other than your legal counsel concerning this trademark dispute.**

**Response:** Respondent will produce the responsive documents, if any exist in its possession, custody or control.

**Request No. 27: All documents relating to trademark applications you have filed for the mark 3DS including but not limited to any correspondence between you or your legal counsel and the U.S. Patent and Trademark Office.**

**Response:** General Objection Nos. 4, 5 as to communications with the U.S. Patent & Trademark Office, 6 and 8. Subject to and without waiving the foregoing objections, Respondent will produce any non-privileged documents consisting of trademark applications pertaining to the mark 3DS & Design filed with the U.S. PTO that are not equally available to Petitioner, if any exist in its possession, custody or control.

**Request No. 28: All investigations conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.**

**Response:** General Objection Nos. 4 and 8.

**Request No. 29: All trademark searches conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.**

**Response:** General Objection Nos. 4 and 8. Subject to and without waiving the foregoing objections, Respondent will produce search reports pertaining to the mark 3DS & Design, if any exist in its possession, custody or control, but any related opinions and communications involving Respondent's attorneys are subject to General Objection No. 4.

**Request No. 30: All inquiries, other than an investigation or trademark search, conducted by you or on your behalf in connection with the availability, registrability, or use of the mark 3DS.**

**Response:** General Objection Nos. 3, as to "inquiry," 4 and 8.

**Request No. 31: All documents relating to studies, tests, ratings, or surveys in connection with consumer recognition of any 3DS Product or Service.**

**Response:** General Objection Nos. 1 as to "all" such documents, 2, 3, 5, 6, and 9. Subject to and without waiving the foregoing objections, Respondent will produce a

representative sampling of documents evidencing consumer recognition of products and services offered and sold by Respondent in connection with the 3DS & Design Mark.

**Request No. 32: All documents relating to any confusion as to origin, endorsement, approval or sponsorship of any 3DS Product or Service.**

**Response:** General Objection Nos. 1, 2 to the extent that this request calls for the production of materials wholly unrelated to Autodesk and/or its 3DS MAX goods and/or services, and Nos. 3 and 9 generally. Subject to and without waiving the foregoing objections, to the extent any documents exist in Respondent's possession, custody or control that pertain to actual confusion relative to Respondent and its 3DS & Design goods and/or services, on the one hand, and Petitioner and its 3DS MAX goods and services, on the other hand, such documents will be produced.

**Request No. 33: All documents relating to any incident in which a third party other than Autodesk has challenged the rights you claim in the mark 3DS, including but not limited to any demand to cease and desist.**

**Response:** General Objection Nos. 4 and 8. Subject to and without waiving the foregoing objections, Respondent states that no such documents are believed to exist in its possession, custody or control.

**Request No. 34: All documents relating to any incident in which you have challenged the rights of a third party based on the rights you claim in the mark 3DS or the mark, including but not limited to any demand to cease and desist.**

**Response:** General Objection Nos. 4 and 8. Subject to and without waiving the foregoing objections, Respondent states that no such documents are believed to exist in its possession, custody or control.

**Request No. 35: All documents relating to communications between you or your legal counsel with experts in the above-captioned proceeding.**

**Response:** General Objection No. 4.

**Request No. 36: All documents relating to communications between you or your legal counsel with potential experts in the above-captioned proceeding.**

**Response:** General Objection No. 4.

**Request No. 37: All documents comprising or relating to opinions of each expert witness that you will or may call in the above-captioned proceeding.**

**Response:** General Objection No. 4 as pertains to documents “relating to” any such opinion. As to any documents in the possession, custody or control of Respondent consisting of the opinion(s) of each opinion(s) to be called as an expert witness in this proceeding, such documents will be produced in conjunction with the scheduling order in this proceeding.

**Request No. 38: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 17 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 39: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 18 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 40: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 19 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 41: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 20 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 42: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 21 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 43: All documents relating to the basis for your denial to Petitioner's claims as stated in ¶ 23 of your Answer.**

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 44:** All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 1 of your Answer.

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 45:** All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 2 of your Answer.

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 46:** All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 3 of your Answer.

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 47:** All documents relating to the basis for the Affirmative Defense as pleaded on page 4, ¶ 4 of your Answer.

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 48:** Each document reviewed, consulted, or on which you relied, to draft your Answer and your answers to Petitioner's First Set of Interrogatories to Registrant.

**Response:** General Objection Nos. 1, 3 and 4.

**Request No. 49:** All documents relating to your policies regarding retention, storage, filing and destruction of documents and things, including but not limited to electronic mail.

**Response:** General Objection Nos. 1 and 2 pertaining to the request to produce "all" such documents, 3, 4 and 6. Subject to and without waiving the foregoing objections, Respondent will produce its document retention policy, if any exists in its possession, custody or control, subject to the applicable Protective Order in this proceeding.

Dated: January 17, 2014



Jason M. Sneed  
Sarah C. Hsia  
SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036  
Tel: 704-779-3611  
[sarah@sneedlegal.com](mailto:sarah@sneedlegal.com)  
[JSneed@SneedLegal.com](mailto:JSneed@SneedLegal.com)

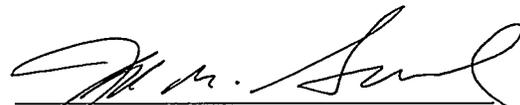
*Attorneys for Respondent  
3D Systems, Inc.*

### **Certificate of Service**

Pursuant to C.R.F. §2.111, I hereby certify that a true and correct copy of the foregoing Respondent's Responses and Objections to Petitioner's First Set of Requests for Production to Registrant was served on the Petitioner, Autodesk, Inc., by placing a copy in U.S. Mail, postage prepaid, and addressed to the following:

John L. Slafsky  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
*Attorneys for Petitioner*

This the 17<sup>th</sup> day of January, 2014.



\_\_\_\_\_  
An Attorney for Respondent

**CERTIFICATE OF SERVICE BY MAIL**

I, Shelie Plourde, declare:

I am employed in Santa Clara County. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California, 94304-1050.

I am readily familiar with Wilson Sonsini Goodrich & Rosati's practice for collection and processing of correspondence with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service on this date.

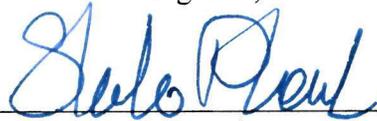
On this date, I caused to be personally served the following:

1. **PETITIONER'S MOTION TO COMPEL DISCOVERY**
2. **DECLARATION OF STEPHANIE S. BRANNEN IN SUPPORT OF PETITIONER'S MOTION TO COMPEL DISCOVERY**

on the person(s) listed below by placing the document(s) described above in an envelope addressed as indicated below, which I sealed. I placed the envelope(s) for collection and mailing with the United States Postal Service on this day, following ordinary business practices at Wilson Sonsini Goodrich & Rosati.

Jason M. Sneed  
SNEED PLLC  
610 Jetton St., Suite 120-107  
Davidson, North Carolina 28036

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on August 7, 2014.



Shelie Plourde