EXHIBIT C

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ARGENTUM MEDICAL, LLC	:	NO. 07CV6769
Plaintiff	:	
-VS-	:	
NOBEL BIOMATERIALS and DERMA SCIENCES, INC.	:	
Defendants	:	

* * * * *

TUESDAY, APRIL 29, 2008

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C O N F I D E N T I A L

Oral deposition of JEFFREY KEANE, was taken at the law offices of Cozen & O'Connor, 1900 Market Street, Philadelphia, Pennsylvania, before Renee Schumann, a Notary Public of the State of New Jersey and Notary Public of the Commonwealth of Pennsylvania, on the above date, commencing at 3:03 p.m.

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EXHIBIT
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I N D E X

WITNESS	PAGE
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(Witness Sworn.)	
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E X H I B I T S

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REQUESTS FOR PRODUCTION:

None

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(It is agreed by and between counsel that sealing, filing, and certification are hereby waived and all objections, except as to the form of the questions, are reserved until the time of trial.)

* * * * *

JEFFREY KEANE, having been duly sworn according to law, was examined and testified as follows:

* * * * *

MR. FUCHS: Let's mark this as Exhibit Number 1.

* * * * *

(Whereupon, Exhibit-1 was marked for identification.)

* * * * *

MR. FUCHS: This is a Notification of a Docket Entry and this is basically the reason that we're here today, that the Plaintiffs moved for an order for an expedited discovery and the Judge granted the order and has said that Plaintiff is granted leave to depose Jeffrey B. Keane on or before May 2, 2008.

* * * * *

DIRECT EXAMINATION

* * * * *

BY MR. FUCHS:

Q. All right. Mr. Keane, have you ever been deposed before?

A. Yes.

Q. And how many times would you say you've been deposed?

A. Once.

Q. So can you state your name and spell it for the record?

A. Jeffrey Keane, J-E-F-F-R-E-Y, K-E-A-N-E.

Q. Can you tell me your home address?

A. 224 Mansfield Avenue, Darien, Connecticut, D-A-R-I-E-N, 06828.

Q. Can you give me a brief synopsis of your positions you've held from after college to your present position?

A. Graduate school, MBA, Emory University. Marketing positions, General Mills. Marketing in general management positions, National Foods, Inc. General management positions, Playtex Products, Inc.

General management positions, Minami, Inc., M-I-N-A-M-I. General management positions, Somerset, and currently CEO of Noble Biomaterials, Inc.

Q. Can you give me a brief, I guess, history of Noble Biomaterials or can you describe the corporate forum of Nobel Biomaterials?

A. Can you help me with that question? I'm not quite sure what you mean.

Q. Sure. I am just wondering if you have any subsidiary companies or if it's a single, Noble Biomaterials, is that the only corporate entity for which you work?

A. Noble Biomaterials, Inc. is the formalized umbrella corporation. Underneath that is two corporate entities, Noble Fiber Technologies and Sauquoit Industries.

Q. And can you tell me the nature of Noble's business?

A. We are in the business of metallizing nylon.

Q. And in particular, can you elaborate a little bit on Noble Fiber Technologies?

A. Maybe you could help me with that question.

Q. Okay. Well, what is the difference between Noble Fiber Technologies and Sauquoit?

I'm trying to get an idea of how the product lines are differentiated between those two companies?

A. They're not. The two companies were merged from an operating standpoint and so though the two companies exist legally from an operating vantage point, there's no differentiation between the two corporate entities.

Q. Are they both Delaware corporations?

A. That's correct.

MR. HAYES: I think they're LLCs actually.

MR. FUCHS: Okay.

MR. PURCELL: Bob?

MR. HAYES: Yes.

MR. PURCELL: Those are -- the underlying LLCs are Pennsylvania LLCs.

MR. FUCHS: Okay. Thank you.

BY MR. FUCHS:

Q. Can you tell me what silver nylon products Noble Biomaterials sells?

A. We sell a filament based product, a

staple based product, a foam based product and additionally we sell finished wound care products.

Q. And I notice that there were some products dealing with sport goods like clothing and that kind of thing, where would that fall within your -- those items you just mentioned?

A. We don't sell those directly. Those are sold by licensees of ours who make use of that filament, staple or foam product.

Q. What products in the wound care division of Noble Biomaterials do you sell?

A. Maybe you can be more specific.

Q. Well, you have silver nylon wound management products, can you identify those by name?

A. Today we sell to the wound care marketplace in two fashions. One is we are a supplier of silver nylon products to licensees, and then additionally we sell finished products under the brand name of SilverSeal.

Q. Of the supplier of the silver nylon products, can you identify the distributors you use for that particular product?

MR. HAYES: What product are you talking about?

MR. FUCHS: I'm talking about the supplier where you sell silver nylon that's not in a completed state.

MR. HAYES: That's beyond the scope of jurisdictional discovery.

MR. FUCHS: I disagree with that.

MR. HAYES: On what basis?

MR. FUCHS: Well, the idea here is that jurisdiction can be based on specific or a general jurisdiction. So if Noble is doing business in a regular fashion with the State of Illinois, that would establish jurisdiction regardless of whether it is a finished nylon product or whether it falls under the patent.

MR. HAYES: I disagree that the sale of products to a distributor -- there's no reasonable basis to argue that would satisfy general jurisdiction. I think it's beyond the scope of jurisdictional discovery consistent with the Court's order.

I'll instruct the witness not to answer the question.

MR. FUCHS: What I think we should do is as long as we are going to have this

objection, because I see this is going to be -- I figured based upon your answering of the document request and the Interrogatories relating to personal jurisdiction or specific jurisdiction and not to general I thought this objection may come up.

So I think we should probably try to get Judge Lindberg on the phone and have him resolve it right now. I have the number right here.

* * * * *

(Whereupon, we went off the record to call Judge Lindberg.)

* * * * *

MR. FUCHS: We are going to resume. We attempted to call Judge Lindberg's chambers and we reached Judge Lindberg's voicemail message, outgoing message.

So we were unable to resolve the issue of whether or not we can inquire into issues of general jurisdiction, and Mr. Hayes has stated that we're going to be limited to inquiring on issues to specific jurisdiction.

MR. HAYES: No, that's not my position.

MR. FUCHS: Okay.

MR. HAYES: You're certainly entitled to inquire as to both general and specific jurisdiction. I think the case law is well settled, however, the general jurisdiction you must show continuous ongoing activity itself within the State of Illinois such as offices there, regular place of business, that type of thing. If you want to ask questions along those lines, you are certainly entitled to do so.

However, to the extent that you want to pursue questions of specific jurisdiction, that would relate to the products that are alleged to infringe the patent, which I understand you claim generally are wound care products which consist of those dressings that would be applied directly to the wound, and you allege certain other products like the underliner -- cast underliner and I believe the burn gloves also infringe; so, we provided information about that.

I don't know if the witness has this information, but as a compromise to try to

move this along if you want to ask where distributors of other such products are located without their names, which is confidential information, and we certainly even though we have a confidentiality stipulation I don't think even pursuant to that stipulation that we should have to produce -- provide information that's to a competitor's attorney that's not relevant to the jurisdiction.

But anyway, if you want to ask where distributors are located and if the witness can provide that information I will allow him to answer that as a compromise to try to move this thing along.

MR. FUCHS: I'm going to disagree. I will try to move along, but I believe the case law supports that if you put a product in the stream of commerce and it makes its way into Illinois, that is sufficient to establish personal jurisdiction either general or specific, but I'll move on.

I'm going to mark what is entitled Verification of Jeffrey B. Keane in Support of

Defendant Noble Biomaterials, Inc.'s Motion to Dismiss Or Transfer.

* * * * *

(Whereupon, Exhibit-2 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. Mr. Keane, I'm going to hand you what is marked as Exhibit Number 2. I just want to see if you're familiar with this document.

A. Yes, I'm familiar with this document.

MR. HAYES: Off the record for another second.

* * * * *

(Whereupon a discussion was held off the record.)

* * * * *

BY MR. FUCHS:

Q. Were you involved with the preparation of this document?

A. Yes.

Q. And did you have any help from any non-attorney in preparing this document?

A. Yes.

Q. Can you identify those people that were involved?

A. Specific names?

Q. Yes, and positions, please.

A. In addition to attorneys.

Q. No, not including attorneys.

A. Ron Flormann, who is general manager of our wound care division. Jeff Glattely, who is director of marketing for our wound care division. Jim Walsh, who is our chief financial officer. Joel Furey, who is our EVP of business development. Gail Prymock, who is our customer service representative. To my knowledge, that's the list.

Q. So it would be Ron Flormann --

A. Excuse me, there would be one more.

Q. Okay.

A. Pat Davidson, who is our legal assistant and not a lawyer.

Q. Okay. Thank you.

So other than Ron Flormann, Jeff Glattely, Jim Walsh, Joel Furey, Gail Prymock and Pat Davies --

A. Davidson.

Q. Pat Davidson, thank you. Can you think

of anybody else that may have been involved?

A. At this point in time, no.

Q. Do you have anything to help you remember? Do you have any notes or anything that would help you to refresh your recollection?

A. I do not have any notes to refresh my recollection. Having said that, there were aspects of the data collection where there may have been -- these people may have asked others to cooperate in that effort.

Q. I understand.

Did you contact any distributors of Noble for the purpose of answering or for filling out this verified statement?

A. I did not directly contact anyone. I think within that group of people there was a conversation with Derma Sciences to determine what their initiatives, if any, were.

Q. Do you know who had that conversation?

A. No, I don't.

Q. Can you tell me what Noble's practices are in selling its wound care products?

A. Can you be more specific?

Q. Sure. How are the orders taken?

A. The majority of our orders are received -- are placed by a distributor directly to us. We will process that order through our customer service department. If we have the inventory, ship it. If we don't have the inventory, order it and we will then ship it to that distributor, typically FOB Scranton and that's our order fulfillment process.

Q. Do you take orders by telephone?

A. Yes.

Q. Do you take them by e-mail?

A. Yes.

Q. And fax?

A. Yes.

Q. And e-mail or electronically?

A. Through e-mail, yes. Not EDI, not electrical data interface, no.

Q. Do you take any orders from the internet?

A. No.

Q. What documents are prepared in processing these orders?

A. We have within our order entry system essentially a report that lists each of the entries by a specific item number, and that is essentially

our manifest that drives our fulfillment process.

Q. What specific documents though like -- do you have invoices, bill of ladings, purchase orders, that kind of thing?

Can you take me through the process from the time you receive an order to the time it's shipped?

A. I can't, no.

Q. How come you can't?

A. I don't know it.

Q. You don't know the process?

A. No.

Q. Who would know that process?

A. I would -- our order entry people would know that.

MR. FUCHS: I'm going to ask the court reporter to mark Exhibit Number 3 documents produced under Bates Numbers N000068 through N0069.

* * * * *

(Whereupon, Exhibit-3 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. I'm going to show you what has been marked as Exhibit Number 3, and it says at the caption -- it says invoice and it has invoice number 258075 and it's addressed to Edgepark, E-D-G-E-P-A-R-K, all one word, Surgical of 1810 Summit Commerce Park, Twinsburg, Ohio.

Can you tell me what that document is?

A. No, I cannot.

Q. Have you ever seen this type of document?

A. No, I haven't.

Q. Is it possible that this is a Noble invoice?

A. Possible.

Q. One thing I noticed on this document is that the invoice has -- it says bill to Edgepark Surgical, and then on page N69 it's delivered to RGH Horned Frog Medical in Fort Worth, Texas.

Do you understand why that would be done?

A. No, I don't.

MR. FUCHS: I'm going to ask the reporter to mark Exhibit Number 4, documents Bates Numbered N000092 through N000102.

* * * * *

(Whereupon, Exhibit-4 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. Okay. I'm going to show you what has been marked as Exhibit Number 4; and, again, this has a caption, invoice and it says bill to Edgepark Surgical, that's on page 92.

Are those Noble documents?

A. Possibly.

Q. I'm looking at page N92. You have under item number it has the SS-WCD-0404. Can you tell me what that refers to?

A. No, I cannot.

Q. Do you know anybody who could tell us what that refers to?

A. Possibly.

Q. Who would that be do you think?

A. Customer service people.

Q. All right. Can I direct your attention to N97 within Exhibit Number 4. Have you ever seen this document before?

A. No.

Q. Do you know who generated this document?

A. No.

Q. Do you think this is a Noble document?

A. I don't know.

Q. Do you see under the caption silver contact layer dressings?

A. Yes.

Q. There's a reference under the column headed by HCPC the number A6207 and it has manufacturer, Care Medical; item number WCD412 and then Silverlon contact.

Do you understand why this would -- why Silverlon would appear in this document?

A. No.

Q. Can you tell me who sells Noble's products?

A. Would you be more specific?

Q. Sure. Let's start with the wound care products.

A. Can you be more specific?

Q. Well, let's talk about Noble direct sales first. Does Noble have a direct sales force?

A. For which products?

Q. For its wound care products.
A. Again, which wound care products?
Q. Sold under the SilverSeal name.
A. Yes, we do.
Q. How many people are involved with that sales effort?
A. Direct sales?
Q. Yes.
A. Two.
Q. Can you tell me their names?
A. Ron Flormann, Jeff Glattely.
Q. Do you know how they go about making sales of Noble's wound care products under the SilverSeal name?
A. Can you be more specific?
Q. What is the nature of their sales activities?
A. I still don't understand the question.
Q. How do they go about generating business for Noble?
A. They primarily spend their time identifying distributors that will sell the SilverSeal wound care products to users. Additionally, there are some accounts where we

service directly not through a distributor. That's a minority of their time.

Q. Do you know -- can you identify the names of the companies where you sell directly to or Noble sells directly to these people?

A. I can identify one, but it won't be exhaustive.

Q. Who is that one?

A. That would be Mercy Hospital.

Q. Where are they located?

A. In Pennsylvania.

Q. Can you tell me the number of sales offices you have for Noble?

A. Can you be more specific in terms of which products?

Q. For any of its products.

A. Do you want that -- can you give me a definition of sales office?

Q. It could be somewhere where people work in order to generate orders, could be their homes, could be official offices with Noble signage, anything like that?

MR. HAYES: Objection to the question as vague and ambiguous. Overbroad. You can

answer it.

THE WITNESS: I don't understand the question.

MR. HAYES: Are you asking what offices Noble maintains?

MR. FUCHS: Yes.

THE WITNESS: We have an office in Scranton, Pennsylvania. We have an office, official office, in Veneziano, Italy. Then we have people around the globe working out of their homes.

BY MR. FUCHS:

Q. For the people in the United States working from their offices, how many people does that include?

A. A range of -- because I don't have the exact number, between 10 and 15.

Q. And do you know the location of these offices or these home offices?

MR. HAYES: Objection to the form of the question. Assumes facts not in evidence. You can answer.

THE WITNESS: No, I don't know them all.

BY MR. FUCHS:

Q. Do you know if any of them are in Illinois?

A. Yes, and there are none.

Q. So you know they are not in Illinois, but you don't know exactly where they are, correct?

A. Correct.

Q. How do you know that they're not in Illinois?

A. Because we checked.

Q. How did you check?

A. We went through our employee list.

Q. Let's talk about authorized distributors. How does someone become an authorized distributor of Noble products?

A. Would you be more specific in terms of products?

Q. Any of Noble's products.

THE WITNESS: In becoming a distributor for SilverSeal we determine if it's a qualified business partner, the kinds of end customers that they access, the business philosophy and the way that they do business, whether they have appropriate credit terms.

BY MR. FUCHS:

Q. How do you -- what else has to occur? Do you have to have a signed agreement for them to become authorized distributors?

A. Typically yes, but not always.

Q. What instances have you not had a signed agreement?

A. Historically there have been some handshake agreements for distribution of some of the wound care products. At present, all distribution is formalized with a written agreement.

Q. Can you identify the companies with which you have a handshake agreement with?

A. To the best of my knowledge, we have none currently, so we don't have any distributors with handshake agreements on SilverSeal wound care products.

Q. So the list of people who distribute the SilverSeal product will be different from the list of people that distribute other of Noble's products?

A. Possibly.

Q. Do you know where the authorized distributors are located for the SilverSeal product?

A. Exhaustively, no.

Q. Do you know if any are in Illinois?

A. Yes.

Q. And are any in Illinois?

A. No.

Q. How do you know that?

A. We checked.

Q. Who checked?

A. That same list of people that we identified earlier.

Q. Okay. Do you know if any of your distributors -- strike that.

Do any of your distributors of the SilverSeal product have warehouses in Illinois?

A. I wouldn't know that.

Q. Do you know if any of your distributors target sales in Illinois?

A. I wouldn't know that.

Q. Do you know who would know that?

A. Yes.

Q. Who would that be?

A. The distributors.

Q. Anybody within Noble that would know that?

A. Not necessarily.

Q. So you don't know whether any of your distributors target Illinois?

A. That's correct.

MR. FUCHS: I'm going to mark what is captioned Answers and Objections of Defendant Noble Biomaterials, Inc. to Plaintiff, Argentum Medical, LLC's Jurisdictional Interrogatories.

* * * * *

(Whereupon, Exhibit-5 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. I'm going to show you what I've marked as Exhibit Number 5 and ask you if you have seen this before?

A. Yes, I recognize this document.

Q. Okay. Can you direct your attention to -- it doesn't have numbers on it, but it's page 2 where it starts Interrogatory Number 1, it states: State the name and address of each seller, distributor and/or reseller of number one; Noble products; and number two, SilverSeal products.

And then in response to that on the next page you said that the defendant responds that the following entity serve as distributors of Noble's wound dressings, burn gloves and/or undercast liner. And then under that you have 15 distributors identified on the next three pages.

Is this a complete list of Noble's distributors?

A. Yes, for SilverSeal products.

Q. How do you know that?

A. We checked our records of whom we sell to.

Q. Do you have a distributorship agreement with each of these entities?

A. I don't know that.

Q. I'm going to direct your attention to page 4 of this document and we have three entities in the middle of the page, AliMed, Juzo, Inc. and Medico-Mart. There were no distributorship agreements produced for these parties or these entities, do you know why that is?

A. No, I do not.

Q. Do you know if any of these exist?

A. No, I do not.

Q. Presumably since they are authorized distributors they would have an agreement, wouldn't you say it's fair to say?

A. Can you be more specific in the question?

Q. Earlier you testified that in order to be an authorized distributor of SilverSeal products you have to sign a distributorship agreement and that you had no handshake deals.

MR. HAYES: Objection. It misstates the witness's testimony.

BY MR. FUCHS:

Q. Isn't that correct?

A. What I said was that to the best of my knowledge we didn't have any handshake deals on SilverSeal wound care products.

Q. Your deal with AliMed, do you have a distributorship agreement with AliMed?

A. I don't know.

Q. Who would know?

A. Our legal counsel.

Q. Anybody else?

A. Our legal counsel.

Q. Nobody within Noble?

A. Not necessarily, no.

Q. What about Jeff Glattely, would he have an idea of whether or not there is a distributorship agreement between AliMed and Noble?

A. Maybe.

MR. HAYES: Objection to the question. You're asking the witness to speculate.

BY MR. FUCHS:

Q. You testified earlier that Jeff Glattely one of his primary jobs was to try to sign up qualified distributors of the Noble SilverSeal products; isn't that correct?

A. Yes.

Q. Do you know if Jeff Glattely has had any interaction with AliMed?

A. No, I do not.

Q. Would Jeff Glattely be the person who would most likely know the answer to whether or not a distributorship agreement existed between Noble and AliMed?

MR. HAYES: Objection. Asked and answered. It misstates the witness's testimony.

THE WITNESS: Maybe.

BY MR. FUCHS:

Q. Why do you say maybe?

A. Ron Flormann may be the person who dealt with it or this may be a preexisting relationship that we had either to Jeff Glattely or Ron Flormann joining us.

Q. Would your testimony be the same for Juzo, Inc., who would be the person from Noble most knowledgeable about whether there is a distributorship agreement between Juzo and Noble Biomaterials?

A. Legal counsel.

Q. And anyone from Noble?

A. Same two people.

Q. Ron Flormann and Jeff Glattely?

A. Correct.

Q. And would that also be the same for Medico-Mart?

A. That's correct.

Q. Do you know if any of the authorized distributors identified have any employees from Illinois?

A. No, I do not.

Q. Do you know if they have any warehouses

in Illinois?

A. No, I do not.

Q. Do you know if any of these authorized distributors have any sales offices in Illinois?

A. No, I do not.

Q. And do you know whether any of these authorized distributors have any contacts at all in Illinois?

A. Can you be more specific?

Q. Any business relationships where they sell SilverSeal product into Illinois.

A. We do not sell SilverSeal products into Illinois.

Q. Do you have a prohibition against selling SilverSeal products into Illinois?

A. No, we do not.

Q. Does Noble offer the SilverSeal product for sale over the internet?

MR. HAYES: Objection to the question. Vague and ambiguous.

MR. FUCHS: You can answer.

THE WITNESS: We sell an athletic sock via the internet, but we do not sell any SilverSeal products via the internet.

BY MR. FUCHS:

Q. Do you know if any of your distributors, authorized distributors, that are identified here in response to Interrogatory Number 1 whether any of them sell the SilverSeal product over the internet?

A. No, I do not.

MR. FUCHS: I'm going to ask the court reporter to mark as Exhibit Number 6 a document Bates Numbered N152 through N162, omitting the leading zeros.

* * * * *

(Whereupon, Exhibit-6 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. Have you had a chance to look that over, Mr. Keane?

A. Yes.

Q. I would like to direct your attention to the document with Bates Number N157.

A. (Witness complies.)

Q. It's entitled purchase order, it also has the company name Medico-Mart, Inc.

Have you ever seen this document before?

A. I have not.

Q. Do you see on the right-hand side under where it says F.O.B., it's in the second block, it says shipping point prepay and add?

A. Yes.

Q. Do you have any idea of what that means?

A. It's referencing how it's going to be shipped and who is going to pay.

Q. What does that mean, how is it going to be shipped according to this?

A. I don't know that.

Q. Let's move on to N158.

A. (Witness complies.)

Q. It's entitled invoice and it's number 257881, and it refers to sales order number 185262. Do you see that, Mr. Keane?

A. Yes.

Q. And also, if you can switch back to page N157. At the top in the first block on the right-hand side it says P.O. number 87837.

A. Yes.

Q. So that number matches the number that is on the invoice on N158, wouldn't you agree?

A. They are the same numbers.

Q. Is it fair to say that this invoice at N158 is responsive to the purchase order at N157?

A. Can you be more specific in your question?

Q. That it refers to that purchase order?

A. Maybe.

Q. Is it possible that this is a Noble invoice that is documenting the purchase order placed by Medico-Mart?

A. It's possible.

Q. And also moving on to N159, it's another purchase order from Medico-Mart number 88927, and then the following page, Bates Numbered N160 it's an invoice that refers to purchase order 88927.

Is it possible that this is a Noble invoice on N160 that is referencing a purchase order sent by Medico-Mart at N159?

A. It's possible.

Q. And the date requested of that is on February 29, 2008 according to document N159?

A. That's correct.

Q. And then on the invoice at N160 the shipping date is February 26, '08?

A. That's correct.

Q. Do you know anything about Medico-Mart's business?

A. I do not.

Q. Have you ever met with anybody at Medico-Mart?

A. No.

Q. Would you be surprised to know that Medico-Mart targets Illinois for sales of the SilverSeal product?

A. Could you be more specific in the question?

MR. HAYES: Object to the question.

BY MR. FUCHS:

Q. Would you be surprised that Medico-Mart states that it's business is it offers a complete line of medical/surgical, laboratory and pharmaceutical products to physician offices and clinics throughout Wisconsin, northern Illinois and southeastern Minnesota?

MR. HAYES: Object to the form of the question. Assumes facts not in evidence.

MR. FUCHS: Please mark this as Exhibit Number 7. This is a printout from a web page at www.medicomart.com and it states that -- you can read it, please.

THE WITNESS: (Witness complies.) Okay.

* * * * *

(Whereupon, Exhibit-7 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. This is the same Medico-Mart that distributes SilverSeal products, is it not?

MR. HAYES: Object to the form of the question. Lack of foundation.

THE WITNESS: I don't know.

BY MR. FUCHS:

Q. Do you see down below under 2008 copyright it says Medico-Mart, Inc., 2323 Corporate Drive, Waukesha, Wisconsin on Exhibit Number 7?

A. I do.

Q. And then going back to the Interrogatory responses marked with Exhibit Number 5 on page 3 of Exhibit Number 5, fourth name down on

the list.

A. Yes.

Q. It appears that the Medico-Mart referenced in Exhibit Number 7 is the same Medico-Mart that is an authorized distributor for Noble?

A. The addresses are the same.

Q. Sir, are you surprised to know that the Medico-Mart that appears to be the same distributor of SilverSeal products is targeting Illinois for sales?

MR. HAYES: Objection. Misstates the terms of the document. Lack of foundation.

THE WITNESS: The document also says that they target using your term Wisconsin and southeastern Minnesota.

MR. FUCHS: Correct. That's correct.

BY MR. FUCHS:

Q. So it does not come as a surprise to you that one of your distributors is targeting Illinois?

MR. HAYES: Objection to the form of the question. It misstates the terms of the document. The document in no way states

targets Illinois.

BY MR. FUCHS:

Q. All right. The document says that Medico-Mart offers a complete line of medical/surgical, laboratory and pharmaceutical products to physician offices and clinics throughout Wisconsin, northern Illinois and southeastern Minnesota. Are you at all surprised by that?

A. No.

Q. Would you be surprised to know that SilverSeal product is -- strike that.

Would you be surprised if I told you that Noble's SilverSeal's products are being sold in Illinois?

A. Yes.

Q. Why would you be surprised?

A. In our checking with our internal records we have no record of ever having shipped any product to Illinois, SilverSeal product to Illinois.

In checking through past invoices and checking through sales history, we have no records of selling SilverSeal into Illinois, ever shipping SilverSeal product to Illinois in any of our dealings with SilverSeal into the State of Illinois.

Q. Do you receive any reports from your distributors, your authorized distributors that you identified in response to Interrogatory Number 1 whether they sell products into Illinois?

A. Not to the best of my knowledge, no.

Q. Is there any sales tracking information such as that would identify the end users of these products, you know, where the distributor sells to an end user, do they identify to you that information?

A. No, they don't.

Q. So if they were selling it into Illinois you really would not know?

If an authorized Noble distributor of SilverSeal product were to sell product into Illinois you would not know of that sale?

A. That's possible.

Q. You would only know of Noble's direct sales to Illinois?

MR. HAYES: Object to the form of the question. Misstates the witness's testimony.

BY MR. FUCHS:

Q. What particular sales of the Noble SilverSeal product would you know of -- let me restate the question.

What would be the nature of the sales of Noble's SilverSeal products where you would know the specific state that the products are shipped to?

A. If we sold it directly or if we drop shipped it for a distributor customer we would know potentially the end customer address, and at that point in time would be able to see precisely where that product ended.

Additionally, we do have contact with distributors to determine the geographic location of sales, and in preparation for this meeting we did check with distributors to determine whether sales were made into Illinois.

Q. And what distributors did you check with?

A. Primarily Derma Sciences.

Q. Did you check with Medico-Mart?

A. I don't know that.

Q. Of any of the other distributors that are identified in response to Interrogatory Number 1, can you tell me which of those that you consulted with?

A. I personally have knowledge of Derma Sciences specifically. It is possible that someone

within our SilverSeal team had a broader contact with distributor above and beyond Derma Sciences.

Q. Could you identify any of the other distributors on this list that you believe had been contacted?

A. I cannot directly, no.

Q. Who would be the person who would have contacted them?

A. The various people that we had mentioned previously on that list.

Q. So Ron Flormann?

A. Correct.

Q. Jeff Glattely?

A. Correct.

Q. Jim Walsh?

A. No.

Q. Joel Furey?

A. Yes.

Q. Gail Prymock?

A. Yes.

Q. Pat Davidson?

A. Correct.

Q. But they didn't report back to you or -- let me ask you this, did these people report

back to you on their discussion with the distributors?

A. There were non-specific, non-named conversations about other distributors that produced the point of view that SilverSeal products were not sold in Illinois.

Q. What documents did you check from Noble to determine whether the products were sold into Illinois, sold or shipped into Illinois?

A. We checked our invoices, our internal sales tracking system and our ship-to manifests.

Q. Who checked the invoices on behalf of Noble?

A. People on that team.

Q. Who are those people?

A. The same ones we just went through.

Q. Okay. How about the internal sales tracking software?

A. Same group of people.

Q. Now, what about the ship-to manifest?

A. Same group of people.

Q. What is the ship-to manifest?

Can you give me an idea of what this manifest looks like?

A. No, I've never seen it.

Q. Do you know if it identifies the product that is being shipped?

A. Yes, it does.

Q. It does.

Do you know what else it identifies?

A. I do not.

Q. Presumably the addressee?

A. That is correct.

Q. Was there any limitation in your search for -- of the shipped to manifest as far as dates?

A. No, there was not. We checked all available data across available tracking regardless of dates.

Q. Did you restrict the search to shipments of the SilverSeal product?

A. Yes, that's correct.

Q. So if there were another Noble product, let's say socks or other Noble product, fibers that shipped to Illinois, you would have not identified that as a sale in Illinois?

A. That's correct.

Q. Do you know whether or not there were any such sales in Illinois?

MR. HAYES: Object to the form of the question. There is no testimony that Noble sells socks.

MR. FUCHS: I think Mr. Keane did testify earlier about a sock.

BY MR. FUCHS:

Q. Didn't you, Mr. Keane?

A. I did.

MR. HAYES: That Noble sells socks as a finished product.

THE WITNESS: Yes.

BY MR. FUCHS:

Q. Do you know whether or not Noble has ever shipped or sold its socks in Illinois?

A. Given we've sold two pair, I'm betting it's not Illinois.

Q. Okay. I thought you sold a bunch of the pairs to the Army?

A. We don't sell the socks. The testimony you were referencing was a question asked about the internet and we currently have an internet operation that does make available athletic socks. To date we sold two pair.

Q. Did Noble's shipping manifest or

ship-to manifest identify Illinois as an addressee for any of its products?

A. I don't know. I would speculate it would though because we have customers there.

Q. And customers for what products?

A. Noble products.

Q. Can you be more specific, which Noble products?

A. Silver-based nylon products.

Q. Could you tell me the name of those customers?

MR. HAYES: Object to the question. It's beyond the scope of jurisdiction.

MR. FUCHS: Here is where we get into the disagreement again. Are you going to instruct the witness not to answer?

MR. HAYES: Yes. You already asked questions about the distributors and I let it go to that extent, so what would be the significance of their names?

MR. FUCHS: If they're selling silver-based nylon products into Illinois, as Mr. Keane has just testified, it may be of sufficient quantities to justify having

general jurisdiction over Noble.

MR. HAYES: I disagree that that would be sufficient basis for general jurisdiction. That still doesn't change the fact that what does the name add to the mix?

In other words, why does it matter what the names are?

MR. FUCHS: I think initially when you objected to this you said I can inquire into the names of those --

MR. HAYES: I said the opposite. I said if you wanted to ask about what, if any, products were sold into Illinois, to try to avoid any dispute, I would allow the witness to answer that. What I said -- I don't think that that's proper jurisdictional discovery.

In order to try to be cooperative and to move this process forward I would allow it, but I don't -- at least I won't object to it, but I just think that the names of our distributors are confidential.

Even if you are right, the names don't add anything to your argument because if it's X versus Y in Illinois that's not going to

help you any.

MR. FUCHS: That's true. I understand that.

MR. HAYES: And there's a sensitivity on the part of the client, even though we have this agreement and I'm not saying you wouldn't honor it, but nevertheless, when you're dealing with competitors there's a sensitivity of disclosing that information.

MR. FUCHS: I understand that.

BY MR. FUCHS:

Q. So there are silver-based nylon products that Noble sells to customers in Illinois?

A. Correct.

Q. Can you describe the nature of these products?

A. It's one of the three forms that we sell X-STATIC in. Again, filament, staple fiber or foam.

Q. And what typically are these silver-based nylon products, the filament, the staple fiber and the foam products used to fabricate?

A. It's a wide variety of finished products that are looking for the benefits of silver.

Q. And would they be made to say clothing, used to make clothing?

A. That is one of the applications.

Q. What are some of the others?

A. Wound care products, industrial filtration, shoes.

Q. And of the wound care products, can you -- do you know specifically what -- for customers in Illinois if they are making wound care products from these X-STATIC products?

A. The customers in Illinois are not making wound care products.

Q. Do you know what the customers are making in Illinois?

A. I do.

Q. Can you tell me what that is?

A. A primary customer is making thermal products.

Q. Would that be clothing products?

A. No.

Q. Like insulating product; is that correct?

A. Correct.

Q. Any other products that you know of in

Illinois?

A. No.

Q. So the only products that you know of that are being made from the X-STATIC fibers in Illinois is the thermal product?

A. That's correct.

MR. HAYES: Wait. That's not what he testified to. He said that the only raw materials shipped to Illinois are being used to make thermal products. I don't think he ever said that they were made -- that finished product was made in Illinois.

THE WITNESS: That's correct.

MR. FUCHS: Fair enough. Thank you.

I'm going to mark as Exhibit Number 8 what is entitled a Distributorship Agreement and it has Bates Numbers N404 through N418.

* * * * *

(Whereupon, Exhibit-8 was marked for identification.)

* * * * *

BY MR. FUCHS:

Q. Have you had a chance to review that, Mr. Keane?

A. I have.

Q. Okay. Did you know that the distributor -- this is a distributor agreement between Noble Fiber and Derma Sciences. Did you know that these documents had been redacted?

A. No. I've never seen this document before.

Q. Did you notice on page 2 at the top of the page it mentions -- it says redacted and then under subparagraph H there is a portion of the language that seems to obscured or redacted.

Do you know why that was redacted?

A. I've never seen this document before.

Q. Were you involved in the gathering of documents for producing Noble documents in response to Argentum's request for documents?

A. I had knowledge of the gathering of documents. I personally did not gather them.

Q. Can you tell me who did gather them from Noble?

A. That team previously mentioned.

Q. Did you make any requests that these documents be produced in redacted format?

A. No, I did not.

Q. So you know nothing of the redactions?

A. I've never seen this document before. I do not know why this was redacted because I have never seen it before.

Q. Okay. Fair enough.

A. I'd also note that it's non-executed by Noble Fiber.

Q. All right. I'm almost finished here. I just want to get a little bit into Noble's products, where they're manufactured and I guess let's start with the SilverSeal product.

Can you tell me the steps that are required in manufacturing the product?

MR. HAYES: The steps on how to manufacture it?

MR. FUCHS: Who is involved generally. The entities involved in manufacturing, packaging, sterilizing, that kind of thing, where these entities are located.

BY MR. FUCHS:

Q. So the first thing is can you just generally describe for me the steps in making a SilverSeal wound contact dressing?

A. We, Noble, produce the X-STATIC

component, the silver nylon component that will be placed into that end wound care product. Once that is produced, we take that and give it to third-party contractors who produced that product only for us and provide us back with a finished product.

Q. So does Noble coat nylon with a silver?

A. That's correct.

Q. Is that done in Scranton, Pennsylvania?

A. That's correct.

Q. Where does the product get shipped next? Let me strike that.

What is the next step in the process after the X-STATIC fiber is made?

A. It goes through our quality control process, making sure it's meeting all of our requirements. It is then sent to third-party contractors for the various fabrication, sterilization and packaging steps.

Q. What is the next step? Do you go to a weaver or some sort of textile company that forms it into a fabric?

A. We actually metallize the fabric.

Q. So the nylon fiber would be sent to a fabricator who would make a fabric from it?

A. In this particular case we actually metallize the fabric, the sheet of fabric.

Q. I see. That's all done in Scranton?

A. That's correct.

MR. HAYES: Designate all of this as confidential. This testimony is confidential.

THE WITNESS: Yes, please.

BY MR. FUCHS:

Q. After the fabric is metallized, what happens to that product then?

A. It is sent to the various third parties for fabrication, sterilization and packaging.

Q. Are any of these entities located in Illinois?

A. No.

MR. FUCHS: I think that's all I have for now.

MR. HAYES: We'd like to read and sign.

* * * * *

(This concludes the deposition of Jeffrey Keane at 4:28 p.m.)

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C E R T I F I C A T I O N

I hereby certify that the proceedings and evidence noted are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter dated April 29, 2008, and that this is a correct transcript of the same.

Renee Schumann
Court Reporter-Commissioner of Deeds

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