

1 Robert P. Feldman (Bar No. 69602)  
bobfeldman@quinnemanuel.com  
2 Linda J. Brewer (Bar No. 217730)  
lindabrewer@quinnemanuel.com  
3 QUINN EMANUEL URQUHART & SULLIVAN, LLP  
555 Twin Dolphin Drive, 5<sup>th</sup> Floor  
4 Redwood Shores, CA 94065  
Telephone: (650) 801-5000  
5 Facsimile: (650) 801-5100

6 Frederick A. Lorig (Bar No. 57645)  
fredericklorig@quinnemanuel.com  
7 QUINN EMANUEL URQUHART & SULLIVAN, LLP  
865 S. Figueroa Street, 10th Floor  
8 Los Angeles, CA 90017  
Telephone: (213) 443-3000  
9 Facsimile: (213) 443-3100

10 *ATTORNEYS FOR PLAINTIFF*  
11 *INTERTRUST TECHNOLOGIES CORPORATION*

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**

14  
15 INTERTRUST TECHNOLOGIES  
CORPORATION, a Delaware corporation,

16 Plaintiff,

17 vs.

18 APPLE INC., a California corporation,

19 Defendant.  
20

CASE NO. C13-1235 YGR

**FIRST AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT**

**JURY TRIAL DEMANDED**

21  
22 **FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

23 Plaintiff Intertrust Technologies Corporation ("Intertrust" or "Plaintiff"), by and through its  
24 undersigned counsel, complains and alleges as follows against Apple Inc. ("Apple" or "Defendant"):

25 **THE PARTIES**

26 1. Intertrust is a corporation organized under the laws of the State of Delaware, with its  
27 principal place of business at 920 Stewart Drive, Sunnyvale, California 94085.  
28

2. On information and belief, Apple is a corporation organized under the laws of the State of California, with its principal place of business located at 1 Infinite Loop, Cupertino, California 95014.

### **NATURE OF THE ACTION**

3. This is a civil action for patent infringement.

4. Apple has infringed and continues to infringe, contributed to and continues to contribute to the infringement of, and/or actively induced and continues to induce others to infringe Intertrust's U.S. Patent No. 5,892,900, U.S. Patent No. 5,915,019, U.S. Patent No. 5,917,912, U.S. Patent No. 5,920,861, U.S. Patent No. 5,949,876, U.S. Patent No. 5,982,891, U.S. Patent No. 6,112,181, U.S. Patent No. 6,157,721, U.S. Patent No. 6,185,683, U.S. Patent No. 6,253,193, U.S. Patent No. 7,392,395, U.S. Patent No. 7,734,553, U.S. Patent No. 7,761,916, U.S. Patent No. 8,191,157, U.S. Patent No. 8,191,158, U.S. Patent No. 6,658,568, U.S. Patent No. 6,668,325, U.S. Patent No. 7,281,133, U.S. Patent No. 7,581,092, U.S. Patent No. 7,590,853, U.S. Patent No. 7,844,835, U.S. Patent No. 7,904,707, and U.S. Patent No. 7,925,898 (collectively, "the Asserted Patents"). Intertrust is the legal owner by assignment of the Asserted Patents, which were duly and legally issued by the United States Patent and Trademark Office. Plaintiff seeks injunctive relief and monetary damages.

### **INTRADISTRICT ASSIGNMENT**

5. Pursuant to Civil L.R. 3-2(c), this case is appropriate for assignment on a district-wide basis because this is an Intellectual Property Action.

6. The majority of the patents in this suit were asserted in earlier actions presided over by the Honorable Sandra Brown Armstrong of the Oakland Division, or are continuations with the same specification as the patents that were at issue in *Intertrust Technologies Corp. v. Microsoft Corp.*, Nos. 01-cv-1640-SBA and 02-cv-0647-SBA (collectively, the "*Microsoft* actions"). In the *Microsoft* actions, Judge Armstrong issued a claim construction order that construed claim terms from the patents in this suit in part based on their common specification. *See Intertrust v Microsoft* 275 F.Supp.2d 1031 (N.D. Cal 2003).

**JURISDICTION AND VENUE**

7. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*

8. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).

9. Apple is subject to this Court's personal jurisdiction.

(i) Apple is incorporated and has its principal place of business in the Northern District of California, has commenced litigation in this District, and has conducted and continues to conduct business in this District.

(ii) Apple has infringed Intertrust's patents in the Northern District of California by, among other things, engaging in infringing conduct within and directed at/or from this District. For example, Apple maintains its principal place of business and numerous retail stores in this District, and has purposefully and voluntarily placed one or more of its infringing products, as described below in Counts I through XXIII, into the stream of commerce with the expectation that these infringing products will be used in this District. These infringing products have been and continue to be used in this District.

(iii) Apple has availed itself of the jurisdiction of this Court by filing complaints for patent infringement in the Northern District of California, including, for example, *Apple Inc. v. Samsung Electronics Co., Ltd.*, No. 11-cv-1846-LHK.

10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)-(c) and 1400(b) because Apple does business in the Northern District of California, has committed acts of infringement in this District, has a regular and established place of business in this District, and is subject to personal jurisdiction in this District.

**FACTUAL BACKGROUND**

**Intertrust's History and Innovations**

11. Intertrust was founded in 1990 by Victor Shear and has pioneered a series of trusted computing technologies (including, but not limited to, digital rights management ("DRM"))

1 technologies that serve to protect copyrighted works from unlawful copying) that have set the  
2 benchmark for trusted interactions in digital ecosystems.

3 12. Intertrust's innovations have contributed to a global standard for DRM and  
4 interoperability, Marlin DRM. The Marlin standard can be used to provide a simple and consistent  
5 digital entertainment experience across a broad set of consumer electronics devices and services.

6 13. Intertrust has also developed a corresponding suite of software development kits  
7 ("SDKs") and services for trusted media asset distribution, including Marlin Client and Server SDKs,  
8 Seacert Trust Services, and the Sockeye Cryptography SDK. Content publishers, service providers,  
9 device makers, application developers, and system-on-a-chip vendors use Intertrust's Marlin and  
10 Sockeye SDKs and Seacert Services to build innovative and personalized content distribution  
11 products and services for mobile devices, broadband, and Internet TV.

12 14. Today, Intertrust's culture of innovation continues. With its headquarters in Silicon  
13 Valley, regional offices in London and Beijing, and representatives in Tokyo and Seoul, Intertrust  
14 focuses on research and development of new technologies in the areas of electronic trust  
15 management, privacy protection, and Internet user behavior analysis.

16 **Intertrust's Asserted Patents**

17 15. The trusted computing technologies embodied in Intertrust's patents underpin the  
18 security and data management components of mobile devices, including smartphones, tablet  
19 computers and other portable devices, web services, personal computers, Internet connected TVs, and  
20 secure enterprise automation platforms, among other products, systems, and services.

21 16. Modern mobile devices and computers rely heavily on programs or applications  
22 (frequently referred to as "apps"), copyrighted multimedia content, and the Internet. These types of  
23 content present complicated problems with respect to computer security (for example, protection  
24 from viruses, Trojan horses, and malware); secure transaction management (for example, protecting a  
25 user's mobile device account from being hijacked or misused); and electronic rights protection (for  
26 example, allowing a user to share protected content among the user's own mobile devices and  
27 computers, but not with the mobile devices and computers of others).

1           17. Intertrust was, and continues to be, a pioneer in developing innovative and  
2 sophisticated solutions to address these and other security concerns. The Asserted Patents are a  
3 product of Intertrust's research and development in the field of computer and mobile device security.  
4 The Asserted Patents reflect groundbreaking innovations in computer security and rights control that  
5 are found in modern computers and mobile devices.

6           18. Intertrust recognized early on that application-level security solutions could, in many  
7 cases, prove insufficient. Sophisticated hackers could seek to infiltrate a computer or mobile device  
8 at a more fundamental level, for example, by targeting physical or virtual memory, or even by  
9 physically tampering with a computer or mobile device's hardware. Several of the Asserted Patents  
10 claim integrated security solutions that increase the tamper resistance of a computer or mobile device  
11 including the infringing Apple computers and mobile devices identified below. The innovations  
12 embodied in these patents create a secure computing environment that enables components requiring  
13 special security measures (for example, applications, copyrighted content, and confidential  
14 information) to be used with confidence.

15           19. Intertrust also pioneered the use of security barriers and permissions to isolate  
16 applications and other executables within a computing system. The ubiquity of applications presents  
17 unique and serious security issues in computer and mobile devices, especially those that operate on  
18 open operating systems and transmit information over open networks, such as the Internet. In an  
19 unsecure processing environment, a single malicious application can wreak havoc throughout the  
20 entire computing system. Several of the Asserted Patents claim, among other things, secure  
21 processing environments that limit the ability of "rogue" programs or processes, including but not  
22 limited to downloaded applications or media from Apple's App Store, iTunes or iBookstore, to  
23 spread to the rest of the device. By creating a barrier between different applications that may have  
24 different security levels, damage from a malicious or badly-written application to a computing  
25 system, including to other applications and to the operating system, can be limited.

26           20. Intertrust pioneered the use of integrated, distributed security controls for a heavily-  
27 networked world. Security controls that focus on a single device or computing system may be  
28 insufficient in today's environment where distributed computing is prevalent and where a single user,

1 family, or business may share electronic content between different computers and mobile devices.  
2 For example, a single user may have a smartphone (*e.g.*, iPhone), a tablet computer (*e.g.*, iPad], a  
3 laptop computer (*e.g.*, MacBook], and a desktop computer (*e.g.*, iMac), and may wish to transfer,  
4 store, and/or use the same protected digital content on some or all of these devices. At the same time,  
5 the user (or the content provider, distributor, or enterprise administrator) may wish to retain control  
6 over this digital content so that it can be used on all of a particular user's devices, but not be used on  
7 the devices of a different user. In the home or business context, a parent or employer may wish to  
8 remotely provide specific security or content controls to a device or computer in addition to content-  
9 based encryption or DRM. The Asserted Patents claim richly customizable and transferable security  
10 and content rules and controls that allow for content to be securely shared, transferred, sold, and/or  
11 used on a variety of networked computers and mobile devices.

12 21. Leading global electronics manufacturers, service providers, and enterprise software  
13 platform companies have recognized Intertrust's innovations through licensing of the Asserted  
14 Patents, including a number of Apple's primary competitors such as, but not limited to, Microsoft,  
15 Samsung, Nokia, Motorola, HTC, LG, Sony, Panasonic, Philips, Adobe, and Sharp.

16 22. Products licensed under the Asserted Patents have been sold and are sold in substantial  
17 quantities throughout the United States and directly compete with Apple's products. Unlike  
18 Intertrust's licensees, however, Apple has not licensed the Asserted Patents, even though Apple's use  
19 of these innovations is critical to the commercial success of its products. Apple's decision to free-ride  
20 off Intertrust's innovations has caused, and continues to cause, substantial harm to Intertrust.

21 23. Apple has made use of Intertrust's foundational innovations despite knowing, before  
22 the filing of the Complaint on March 20, 2013 (hereafter, the "Original Complaint"), that Intertrust's  
23 patents cover such innovations. Apple is aware, for example, that Intertrust brought suits against  
24 Microsoft (the *Microsoft* actions) for infringement of many of the Asserted Patents, among others. In  
25 the *Microsoft* actions, the Honorable Sandra Brown Armstrong construed a number of claim terms  
26 found in the Asserted Patents. *See Intertrust Techs. Corp. v. Microsoft Corp.*, 275 F.Supp.2d 1031  
27 (N.D. Cal. 2003). After Judge Armstrong issued claim construction rulings, Microsoft agreed to  
28 settle the *Microsoft* actions, licensing the Asserted Patents, among others, from Intertrust in 2004 for

1 \$440 million. Apple is aware of the existence of the license between Intertrust and Microsoft and the  
2 \$440 million that Microsoft paid pursuant to that license. Moreover, as more specifically alleged  
3 hereinafter, Apple and Intertrust have for a number of years discussed the possible licensing of  
4 Intertrust's patent portfolio and Apple was put on notice of its infringement of most of the Asserted  
5 Patents. However, Apple's knowledge of certain of the Asserted Patents, the *Microsoft* actions, and  
6 the fact that a number of its other competitors have licensed Intertrust's patents, did not deter Apple's  
7 willful infringement of Intertrust's intellectual property, as alleged herein.

8 **Apple's Infringing Technologies**

9 24. Apple uses Intertrust's patented technologies at virtually every level of its consumer  
10 electronics enterprise including its operating systems, devices, applications, application trust  
11 infrastructure, and several of its profitable and strategically important services and capabilities  
12 ranging from its iTunes content services to capabilities supporting enterprise device and application  
13 deployment and management. Additionally, Apple's use of Intertrust technologies is central to its  
14 trust management infrastructure for applications that enforce its vertically integrated business model,  
15 well known in the industry to provide significant commercial advantages. This trust management  
16 infrastructure allows Apple to provide security for applications that run on its devices and it also  
17 allows Apple to control and extract value from an entire ecosystem of software suppliers. No other  
18 entity uses Intertrust technologies so extensively at so many levels of its enterprise and Apple's  
19 infringement has been integral to its success in the marketplace.

20 25. The accused Apple mobile devices, which include the iPhone, the iPod touch, and the  
21 iPad product lines, are based upon secure computing technologies developed and patented by  
22 Intertrust, including hardware-based security solutions and code-level security solutions that underpin  
23 Apple's mobile device operating system, iOS. Apple's infringement of Intertrust's patents has  
24 expanded with each new generation of iOS and each new generation of its mobile devices. For  
25 example, Apple's most recent mobile device offerings, the iPhone 5, iPod touch 5, iPad 4, and iPad  
26 mini, incorporate technology from the Asserted Patents at every level of operation, including security  
27 technologies used in application development and execution.

1           26.     As with Apple's mobile devices, Apple's desktop and laptop computing devices, which  
2 include the MacBook Air, MacBook Pro, Mac mini, iMac, and Mac Pro product lines, are also built  
3 upon secure computing technologies that Intertrust developed and patented, including code-level  
4 security solutions that underpin Apple's OS X operating system. Apple's infringement of Intertrust's  
5 patented technology has expanded with each new generation of OS X and each new generation of its  
6 Mac desktop and laptop computers. For example, the security technologies that Intertrust developed  
7 and patented underpin application programming, development, and execution at a fundamental level  
8 in recent versions of Apple's OS X operating systems, including OS X 10.7 ("Lion") and OS X 10.8  
9 ("Mountain Lion").

10           27.     In addition to licensing its patents, Intertrust sells and licenses its own DRM and  
11 security systems and solutions. Intertrust has developed, deployed, and licensed secure computing  
12 technologies that provide the tools to enable trusted computing environments such as those that  
13 Apple has deployed in connection with its iOS and OS X operating systems, and its iTunes platform  
14 that delivers protected digital content, including movies, to devices that run on different operating  
15 systems developed by Apple, as well as on Microsoft Windows-based personal computers.

16           28.     In designing its iOS and OS X operating systems and devices, and its iTunes platform,  
17 Apple could have licensed Intertrust's technology. Instead, with knowledge of the Asserted Patents,  
18 as hereinafter alleged, and the publicity surrounding the license of the Asserted Patents to Microsoft  
19 that resulted from the *Microsoft* actions, Apple chose to infringe the Asserted Patents despite  
20 Intertrust's repeated attempts to license its patents to Apple and, as a result, in addition to lost  
21 royalties, Intertrust's sales and revenues have been adversely affected by Apple's open and notorious  
22 infringement of these patents.

23           **Apple's Use of Intertrust's Patented Inventions Harms Intertrust and Its Licensees**

24           29.     Apple has not simply used Intertrust's patented technologies without a license; it has  
25 used these patented technologies, as embodied in the Asserted Patents, to create and maintain a safe  
26 and secure ecosystem protected by, and whose value is in part derived from, Intertrust's patented  
27 technologies.



1           30. Apple has profited immensely through the use of Intertrust's patented technologies to  
2 develop a trusted—and closed—platform for the development, distribution, and use of applications,  
3 music, games, videos, movies and books that can be downloaded to its products. Apple's use of  
4 Intertrust's patented technologies has greatly enhanced Apple's competitive position in the  
5 marketplace and enabled Apple to reap enormous profits.

6           31. The security provided to Apple's ecosystem as a result of its infringement of  
7 Intertrust patents has enabled Apple to achieve tremendous success in the sales of hardware and  
8 the distribution of applications, books, movies, videos, games and music for that hardware.  
9 Intertrust's secure computing technologies have made it possible for Apple to distribute  
10 applications to customers without fear that these applications will corrupt their Apple devices or  
11 abscond with their private information. This sense of security has led to Apple's recent  
12 announcement on May 16, 2013 that "customers have downloaded over 50 billion apps[] from the  
13 revolutionary App Store<sup>SM</sup>. Customers are downloading more than 800 apps per second at a rate  
14 of over two billion apps per month on the App Store. . . . 'The App Store completely transformed  
15 how people use their mobile devices and created a thriving app ecosystem that has paid out over  
16 nine billion dollars to developers.'" See "Apple's App Store Marks Historic 50 Billionth  
17 Download," Apple Website, available at [http://www.apple.com/pr/library/2013/05/16Apples-](http://www.apple.com/pr/library/2013/05/16Apples-App-Store-Marks-Historic-50-Billionth-Download.html)  
18 [App-Store-Marks-Historic-50-Billionth-Download.html](http://www.apple.com/pr/library/2013/05/16Apples-App-Store-Marks-Historic-50-Billionth-Download.html). Intertrust is informed and believes that  
19 Apple retains approximately 30% of revenues from these applications, and a similar high  
20 percentage for videos, music, and books downloaded using its iTunes Store and iBookstore.  
21 Apple's app ecosystem, which depends in large part on consumers' comfort to make impulse  
22 purchases, for example, without fear that a downloaded app or other file will corrupt their device,  
23 is the direct result of Apple's unauthorized use of the Asserted Patents.

24           32. Apple also infringes Intertrust's patents to ensure that DRM-constrained multimedia  
25 content downloaded from the iTunes Store or iBookstore can only be accessed on Apple's devices  
26 and computers that run on Apple's proprietary iOS, OS X, and derivative operating systems.  
27  
28

**COUNT I**

**(Apple's Infringement of U.S. Patent No. 5,892,900)**

33. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

34. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 5,892,900 ("the '900 patent"), titled "Systems And Methods For Secure Transaction Management And Electronic Rights Protection," duly and legally issued by the United States Patent and Trademark Office on April 6, 1999, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '900 patent is attached hereto as Exhibit 1.

35. The '900 patent is valid and enforceable.

36. Apple has directly infringed and is currently directly infringing the '900 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods, equipment, and/or services that practice one or more claims of the '900 patent, including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook Pro, Mac mini, iMac, and Mac Pro products (collectively, "the '900 Accused Products").

37. Apple has had actual knowledge of both Intertrust's rights in the '900 patent and details of Apple's infringement of the '900 patent because Intertrust brought the '900 patent to Apple's attention before the filing date of the Original Complaint. In addition, Apple is also aware that Intertrust licensed the '900 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge Armstrong. Apple is also aware of the '900 patent because it is cited as prior art in at least nine Apple patents.

38. Notwithstanding Apple's actual notice of infringement, Apple has continued to manufacture, use, import, offer for sale, or sell the '900 Accused Products with knowledge of or willful blindness to the fact that its actions will induce Apple's customers and end users to infringe the '900 patent. When used for their intended purpose, the '900 Accused Products perform all of the steps of one or more method claims of the '900 patent. Apple has induced and continues to induce others to infringe the '900 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating

1 others to practice the '900 patent's inventions for protecting digital content and computer processing  
2 environments with intent that those performing the acts infringe the '900 patent. For example, Apple  
3 incorporates software into the '900 Accused Products enabling an end user to infringe the '900 patent  
4 by using Apple's time-restricted media distribution services, including Apple's iTunes video rental  
5 service to rent a video, subject to Apple's video rental expiration policy. Moreover, Apple publishes  
6 information about infringing aspects of its iTunes video rental service and teaches its customers and  
7 end users how to rent videos using its iTunes video rental service in an infringing manner. For  
8 example, Apple's website explains: "How long do I have to watch a rented movie? You have 30 days  
9 from the time of rental to watch your movie, and 24 hours (in the US) or 48 hours (elsewhere) after  
10 you've started viewing to finish it. Once the rental period expires, the movie will disappear from  
11 your iTunes library." See "iTunes Store: Movie Rental frequency asked questions (FAQ)," Apple  
12 Website, available at <http://support.apple.com/kb/HT1657> (03/19/12). By incorporating software  
13 into the '900 Accused Products enabling infringement using its iTunes video rental service,  
14 publishing information about infringing aspects of its iTunes video rental service, and teaching  
15 customers and end users how to use its iTunes video rental service in an infringing manner, Apple  
16 induces those customers and end users to infringe the '900 patent.

17         39. Apple also contributes to the infringement of the '900 patent in violation of 35 U.S.C.  
18 § 271. Apple knows that infringing components of the '900 Accused Products are especially made or  
19 especially adapted for use in the infringement of the '900 patent. The infringing components of these  
20 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
21 use, and the infringing components of these products are a material part of the invention of the '900  
22 patent. The '900 Accused Products contain infringing components, for example, such as software  
23 enabling the use of Apple's time-restricted media distribution services, including Apple's iTunes  
24 video rental service to enforce Apple's video rental expiration policy. These software components  
25 that Apple provides are separable from Apple's products, material to practicing the '900 patent's  
26 inventions for protecting digital content and computer processing environments, and have no  
27 substantial non-infringing use. Moreover, as explained above, Apple publishes information about  
28 infringing aspects of its iTunes video rental service that are practiced using the software components

1 Apple provides. Accordingly, Apple is also contributing to the direct infringement of the '900 patent  
2 by the end users of these products.

3 40. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
4 practice and/or induce third parties to practice the claims of the '900 patent.

5 41. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
6 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
7 '900 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
8 needed to implement the infringing products and services and/or licensed the '900 patent to Apple so  
9 that Apple could implement these products and services. As a result of Apple's infringement,  
10 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
11 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
12 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
13 for a licensing agreement that includes the '900 patent.

14 42. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
15 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
16 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
17 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
18 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
19 not issue. The public interest would be served by issuance of an injunction.

20 43. Apple's infringement of the '900 patent has been and continues to be willful and  
21 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

22 44. Apple's infringement of the '900 patent is exceptional and entitles Intertrust to  
23 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

24 **COUNT II**

25 **(Apple's Infringement of U.S. Patent No. 5,915,019)**

26 45. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
27 1 through 32 set forth above as though fully set forth herein.

1           46. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
2 and to U.S. Patent No. 5,915,019 ("the '019 patent"), titled "Systems And Methods For Secure  
3 Transaction Management And Electronic Rights Protection," duly and legally issued by the United  
4 States Patent and Trademark Office on June 22, 1999, including the right to bring this suit for  
5 injunctive relief and damages. A true and correct copy of the caption page and claims of the '019  
6 patent is attached hereto as Exhibit 2. The '019 patent is related to the '900 patent, a complete copy  
7 of which is attached hereto as Exhibit 1. A complete copy of the '019 patent can be made available to  
8 the Court upon request. In addition, a complete copy of the '019 patent was served on Apple along  
9 with the Original Complaint.

10           47. The '019 patent is valid and enforceable.

11           48. Apple has directly infringed and is currently directly infringing the '019 patent by  
12 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
13 products, methods, equipment, and/or services that practice one or more claims of the '019 patent,  
14 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
15 Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iTunes Store, iOS App Store , Mac  
16 App Store, and XCode software applications and/or services (collectively, "the '019 Accused  
17 Products").

18           49. Apple has had actual knowledge of both Intertrust's rights in the '019 patent and  
19 details of Apple's infringement of the '019 patent because Intertrust brought the '019 patent to Apple's  
20 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
21 Intertrust licensed the '019 patent, among others, to Microsoft in 2004 as part of a \$440 million  
22 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

23           50. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
24 manufacture, use, import, offer for sale, or sell the '019 Accused Products with knowledge of or  
25 willful blindness to the fact that its actions will induce Apple's customers and end users to infringe  
26 the '019 patent. When used for their intended purpose, the '019 Accused Products perform all of the  
27 steps of one or more method claims of the '019 patent. Apple has induced and continues to induce  
28 others to infringe the '019 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating

1 others to practice the '019 patent's inventions for controlling use of data items with intent that those  
 2 performing the acts infringe the '019 patent. For example, Apple publishes manuals and development  
 3 guides for iOS app and OS X app developers, explicitly encouraging them and instructing them how  
 4 to create secure containers for iOS apps and OS X apps using Apple's Xcode development  
 5 environment, associate secure controls with the secure containers that are used to govern the iOS  
 6 apps and OS X apps during the distribution process and while they are resident on a user's device,  
 7 and then to upload those secure containers to an Apple server for distribution on the App Stores  
 8 where they are placed in another secure container in which those controls persist. *See, e.g.*, "Tools  
 9 Workflow Guide for iOS," published by Apple Inc. (9/19/2012); "Developing for the App Store,"  
 10 published by Apple Inc. (07/17/2012); "iOS App Programming Guide," published by Apple Inc.  
 11 (09/19/2012); "iTunes Connect Developer Guide," published by Apple Inc. (01/10/2013); "Tools  
 12 Workflow Guide for Mac," published by Apple. Inc., (09/19/2012); "Bundle Programming Guide,"  
 13 published by Apple Inc. (07/08/2010); "Code Signing Guide," published by Apple Inc. (07/23/2012);  
 14 "Cryptographic Services Guide" (12/13/2012); "App Sandbox Design Guide," published by Apple  
 15 Inc. (09/19/2012). Developers of iOS apps and OS X apps then directly or jointly infringe the '019  
 16 patent.

17 51. Apple also publishes advertising and promotional statements on its website which  
 18 induce infringement by touting the benefits of the infringing secure iOS app and OS X app creation  
 19 and distribution process, including how security controls persist and are expanded upon during the  
 20 app download process and once the app is resident on the user's iOS device or Apple desktop or  
 21 laptop computer, as well as encouraging end users to download iOS apps and OS X apps from the  
 22 App Store onto their computers. *See, e.g.*, "iOS Security," published by Apple Inc. (October 2012);  
 23 "OS X Security," Apple Website, available at "<https://www.apple.com/osx/what-is/security.html>;"  
 24 "About iTunes," Apple Website, available at "<http://www.apple.com/itunes/what-is/>;" "App Store  
 25 Tops 40 Billion Downloads with Almost Half in 2012," Apple Website, available at  
 26 "[http://www.apple.com/pr/library/2013/01/07App-Store-Tops-40-Billion-Downloads-with-Almost-](http://www.apple.com/pr/library/2013/01/07App-Store-Tops-40-Billion-Downloads-with-Almost-Half-in-2012.html)  
 27 [Half-in-2012.html](http://www.apple.com/pr/library/2013/01/07App-Store-Tops-40-Billion-Downloads-with-Almost-Half-in-2012.html)" (01/07/2013); "The Mac App Store," Apple Website, available at  
 28

1 "http://www.apple.com/osx/apps/app-store.html." Consumers of iOS apps and OS X apps then  
2 directly or jointly infringe the '019 patent.

3 52. Apple also contributes to the infringement of the '019 patent in violation of 35 U.S.C.  
4 § 271. Apple knows that infringing components of the '019 Accused Products are especially made or  
5 especially adapted for use in the infringement of the '019 patent. The infringing components of these  
6 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
7 use, and the infringing components of these products are a material part of the invention of the '019  
8 patent. For example, developers use Apple's Xcode development platform to create an iOS app or  
9 OS X app, put the app in a secure container, associate controls and/or rules for the iOS app, and  
10 upload the app to the App Store. There is no substantial non-infringing use for the Xcode  
11 development platform. Further, due to Apple's tightly controlled ecosystem, developers and content  
12 providers must use the software platforms and servers provided by Apple to create and upload iOS  
13 apps and OS X apps, while users of those apps must use Apple's online content stores and Apple  
14 devices to download and/or use an iOS app or OS X app. Accordingly, Apple is also contributing to  
15 the direct infringement of the '019 patent by content developers for, and customers and/or end users  
16 of, the '019 Accused Products.

17 53. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
18 practice and/or induce third parties to practice the claims of the '019 patent.

19 54. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
20 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
21 '019 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
22 needed to implement the infringing products and services and/or licensed the '019 patent to Apple so  
23 that Apple could implement these products and services. As a result of Apple's infringement,  
24 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
25 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
26 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
27 for a licensing agreement that includes the '019 patent.  
28







1 including but not limited to Apple's iPhone, iPad, and iPod touch products (collectively, "the '912  
2 Accused Products").

3         62. Apple has had actual knowledge of both Intertrust's rights in the '912 patent and  
4 details of Apple's infringement of the '912 patent because Intertrust brought the '912 patent to Apple's  
5 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
6 Intertrust licensed the '912 patent, among others, to Microsoft in 2004 as part of a \$440 million  
7 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

8         63. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
9 manufacture, use, import, offer for sale, or sell the '912 Accused Products with knowledge of or  
10 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
11 the '912 patent. When used for their intended purpose, the '912 Accused Products perform all of the  
12 steps of one or more method claims of the '912 patent. Apple has induced and continues to induce  
13 others to infringe the '912 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
14 others to practice the '912 patent's inventions for secure storage and execution of computer programs  
15 with intent that those performing the acts infringe the '912 patent. For example, Apple incorporates  
16 software into the '912 Accused Products that enables an end user to infringe the '912 patent using iOS  
17 to open or switch between apps. Moreover, Apple induces infringement of the '912 patent by  
18 instructing its customers and/or end users of Apple's iOS devices how to open or switch between  
19 apps in an infringing manner. For example, an Apple iPad manual explains: "Opening and switching  
20 between apps...To go to the Home screen, press the Home button...Open an app: Tap it...To return  
21 to the Home screen, press the Home button again...View recently used apps: Double-click the Home  
22 button to reveal the multitasking bar...Tap an app to use it again. Swipe left to see more apps." *See*  
23 *iPad User Guide for iOS 6.1 software* (2013), published by Apple Inc., available at  
24 [http://manuals.info.apple.com/en\\_US/ipad\\_user\\_guide.pdf](http://manuals.info.apple.com/en_US/ipad_user_guide.pdf). By incorporating software into its  
25 products enabling infringement using iOS to open or switch between apps, promoting infringing  
26 aspects of iOS and instructing its customers and/or end users how to use iOS to open or switch  
27 between apps in an infringing manner, Apple induces its customers and/or end users to directly or  
28 jointly infringe the '912 patent.

1           64.     Apple also contributes to the infringement of the '912 patent in violation of 35 U.S.C.  
2     § 271. Apple knows that infringing components of the '912 Accused Products are especially made or  
3     especially adapted for use in the infringement of the '912 patent. The infringing components of these  
4     products are not staple articles or commodities of commerce suitable for substantial non-infringing  
5     use, and the infringing components of these products are a material part of the invention of the '912  
6     patent. For example, the '912 Accused Products contain infringing components including software  
7     that supports the ability for Apple's iOS products to maintain and retrieve apps from a suspended  
8     state. The software components Apple provides are separable from the '912 Accused Products,  
9     material to practicing the '912 patent's inventions for secure storage and execution of computer  
10    programs, and have no substantial non-infringing use. Moreover, as explained above, Apple  
11    advertises the infringing aspects of this capability that are practiced using the software components  
12    Apple provides. Accordingly, Apple is also contributing to the direct infringement of the '912 patent  
13    by its customers and/or end users of these products.

14           65.     Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
15    practice and/or induce third parties to practice the claims of the '912 patent.

16           66.     By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
17    suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
18    '912 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
19    needed to implement the infringing products and services and/or licensed the '912 patent to Apple so  
20    that Apple could implement these products and services. As a result of Apple's infringement,  
21    Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
22    accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
23    reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
24    for a licensing agreement that includes the '912 patent.

25           67.     Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
26    products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
27    damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
28    such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The

1 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
2 not issue. The public interest would be served by issuance of an injunction.

3 68. Apple's infringement of the '912 patent has been and continues to be willful and  
4 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

5 69. Apple's infringement of the '912 patent is exceptional and entitles Intertrust to  
6 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

7 **COUNT IV**

8 **(Apple's Infringement of U.S. Patent No. 5,920,861)**

9 70. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
10 1 through 32 set forth above as though fully set forth herein.

11 71. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
12 and to U.S. Patent No. 5,920,861 ("the '861 patent"), titled "Techniques For Defining Using And  
13 Manipulating Rights Management Data Structures," duly and legally issued by the United States  
14 Patent and Trademark Office on July 6, 1999, including the right to bring this suit for injunctive relief  
15 and damages. A true and correct copy of the '861 patent is attached hereto as Exhibit 4.

16 72. The '861 patent is valid and enforceable.

17 73. Apple has directly infringed and is currently directly infringing the '861 patent by  
18 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
19 products, methods, equipment, and/or services that practice one or more claims of the '861 patent,  
20 including but not limited to Apple's iPhone, iPad, iPod touch, iPod, Apple TV, MacBook Air,  
21 MacBook Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iTunes Store, iBookstore,  
22 iOS App Store, Mac App Store, iTunes Producer, iTunes Connect and Xcode software applications  
23 and/or services (collectively, "the '861 Accused Products").

24 74. Apple has had actual knowledge of both Intertrust's rights in the '861 patent and  
25 details of Apple's infringement of the '861 patent because Intertrust brought the '861 patent to Apple's  
26 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
27 Intertrust licensed the '861 patent, among others, to Microsoft in 2004 as part of a \$440 million  
28 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

1           75. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
2 manufacture, use, import, offer for sale, or sell the '861 Accused Products with knowledge of or  
3 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
4 the '861 patent. When used for their intended purpose, the '861 Accused Products perform all of the  
5 steps of one or more method claims of the '861 patent. Apple has induced and continues to induce  
6 others to infringe the '861 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
7 others to practice the '861 patent's inventions for creating and interacting with rights management  
8 structures with intent that those performing the acts infringe the '861 patent. For example, Apple  
9 publishes manuals and user guides which encourage and instruct content developers and providers  
10 how to create and upload content for Apple's online stores including iOS apps for the iOS App Store  
11 and iTunes Store, OS X apps for the Mac App Store, books for the iTunes Store and iBookStore and  
12 music and videos for the iTunes Store. These manuals and user guides instruct content developers  
13 and providers how to put their content into secure containers, to use a descriptive data structure to  
14 add metadata and organization information to include with the content, and to generate and identify  
15 rules for that content. *See, e.g.*, "Xcode User Guide," published by Apple Inc. (01-28-2013); "iTunes  
16 Connect Developer Guide," published by Apple Inc. (01/10/2013); "Bundle Programming Guide,"  
17 published by Apple Inc. (07/08/2010); "Code Signing Guide," published by Apple Inc. (07/23/2012);  
18 "App Sandbox Design Guide," published by Apple Inc. (09/19/2012); "Using iTunes Producer 2.9 for  
19 Books," published by Apple Inc. (02/20/2013); "Using iTunes Producer 2.9 for Music," published by  
20 Apple Inc. (02/20/2013); "iTunes Package Music Specification 5.0 Revision 1," published by Apple  
21 Inc. (06/20/2012); "iTunes Package Film Specification 5.0," published by Apple Inc. (05/22/2012).  
22 Apple also provides software, including the Xcode development environment, the iTunes Connect  
23 web platform and iTunes Producer, which allows content providers to practice the patented methods  
24 of the '861 patent. Apple further publishes advertising and promotional statements on its website  
25 which encourage content developers and providers to perform the patented methods by touting the  
26 benefits of these software platforms for content creation and distribution. *See, e.g.*, "Xcode 4  
27 Downloads and Resources," Apple Website, available at "<https://developer.apple.com/xcode/>;"  
28 "Apple - iTunes - Partner Programs - Sell Your Content," Apple Website, available at

1 "http://www.apple.com/itunes/sellcontent/;" "Apple - iTunes - Partner Programs - Content  
2 Providers," Apple Website, available at "http://www.apple.com/fr/itunes/contentproviders/." Content  
3 developers and providers for the '861 Accused Products then directly or jointly infringe the '861  
4 patent.

5 76. Apple also contributes to the infringement of the '861 patent in violation of 35 U.S.C.  
6 § 271. Apple knows that infringing components of the '861 Accused Products are especially made or  
7 especially adapted for use in the infringement of the '861 patent. The infringing components of these  
8 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
9 use, and the infringing components of these products are a material part of the invention of the '861  
10 patent. For example, developers use the Xcode development platform to create an iOS app or OS X  
11 app, put the app in a secure container, add metadata and organization information to the app, generate  
12 and/or identify rules that apply to the app's content, and upload the app to the iOS and/or Mac App  
13 Stores. There is no other substantial non-infringing use for the Xcode development platform. The  
14 iTunes Producer software is used by content providers to package music content and books for  
15 distribution on the iTunes Store and iBookstore, including packaging the content in a secure  
16 container, adding metadata and organization information to that content, generating and/or  
17 identifying rules that will apply to the content and uploading the secure package containing the  
18 content to an Apple server for distribution. There is no other substantial non-infringing use for the  
19 iTunes Producer software. The iTunes Connect web platform is also used by content providers to  
20 add metadata and organization information to, as well as generate and identify rules that are used to  
21 govern iOS apps, OS X apps, books, videos and music content. There is no other substantial non-  
22 infringing use for the iTunes Connect web development platform. Further, due to Apple's tightly  
23 controlled ecosystem, developers and content providers must use the software platforms and servers  
24 provided by Apple to create and upload this Apple content, while users must use Apple's online  
25 content stores and Apple devices to download and/or use this content. Accordingly, Apple is also  
26 contributing to the direct infringement of the '861 patent by content developers and providers for the  
27 '861 Accused Products.



1 Patent and Trademark Office on September 7, 1999, including the right to bring this suit for  
2 injunctive relief and damages. A true and correct copy of the caption page and claims of the '876  
3 patent is attached hereto as Exhibit 5. The '876 patent is related to the '900 patent, a complete copy  
4 of which is attached hereto as Exhibit 1. A complete copy of the '876 patent can be made available to  
5 the Court upon request. In addition, a complete copy of the '876 patent was served on Apple along  
6 with the Original Complaint.

7 84. The '876 patent is valid and enforceable.

8 85. Apple has directly infringed the '876 patent by making, using, selling, offering for  
9 sale, and/or importing into the United States, without authority, products, methods, equipment, and/or  
10 services that practice one or more claims of the '876 patent, including but not limited Apple's iTunes  
11 Store software applications and/or services (collectively, "the '876 Accused Products").

12 86. Apple has had actual knowledge of both Intertrust's rights in the '876 patent and  
13 Apple's infringement of the '876 patent since no later than the filing date of the Original Complaint.  
14 In addition, Apple is also aware that Intertrust licensed the '876 patent, among others, to Microsoft in  
15 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
16 Armstrong.

17 87. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
18 manufacture, use, import, offer for sale, or sell the '876 Accused Products with knowledge of or  
19 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
20 the '876 patent. When used for their intended purpose, the '876 Accused Products perform all of the  
21 steps of one or more method claims of the '876 patent. Apple has induced and continues to induce  
22 others to infringe the '876 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
23 others to perform actions that Apple knows to be acts of infringement of the '876 patent with intent  
24 that those performing the acts infringe the '876 patent. Upon information and belief, Apple advertises  
25 regarding the '876 Accused Products, publishes specifications and promotional literature describing  
26 the operation of the '876 Accused Products, creates and/or distributes user manuals for the '876  
27 Accused Products, and offers support and technical assistance to its customers. And Apple has  
28 induced its customers and/or end users to infringe the '876 patent by encouraging and facilitating



1 them to practice the '876 patent's inventions for negotiating electronic contracts. For example, Apple  
2 has incorporated software into the '876 Accused Products enabling an end user to infringe the '876  
3 patent using Apple's Ping service to follow another user on Ping, subject to both users' privacy  
4 settings. Moreover, Apple has promoted infringing aspects of its Ping service and has taught its  
5 customers and/or end users how to use its Ping service in an infringing manner. For example,  
6 Apple's website has touted: "With Ping you can select from the following privacy settings: Allow  
7 people to follow me...Require my approval to follow me...[or] Don't allow people to follow  
8 me." See "Archived – iTunes Ping: frequently asked questions (FAQ)." See "Archive – iTunes Ping:  
9 Frequently Asked Questions (FAQ)," Apple Website, available at  
10 <http://support.apple.com/kb/HT4306> (10/4/12). By incorporating software into its products enabling  
11 infringement using its Ping service, promoting infringing aspects of its Ping service, and teaching its  
12 customers and/or end users how to use its Ping service in an infringing manner, Apple has induced its  
13 customers and/or end users to directly or jointly infringe the '876 patent.

14 88. Apple has also contributed to the infringement of the '876 patent in violation of 35  
15 U.S.C. § 271. Apple knows that infringing components of the '876 Accused Products are especially  
16 made or especially adapted for use in the infringement of the '876 patent. The infringing components  
17 of these products are not staple articles or commodities of commerce suitable for substantial non-  
18 infringing use, and the infringing components of these products are a material part of the invention of  
19 the '876 patent. For example, the '876 Accused Products contained infringing components including  
20 software that enables the use of Apple's Ping service to generate requests from one Ping user to  
21 follow another Ping user, subject to both users' privacy settings. The software components Apple has  
22 provided are separable from Apple's products, material to practicing the '876 patent's inventions for  
23 negotiating electronic contracts, and have no substantial non-infringing use. Moreover, as explained  
24 above, Apple has promoted the infringing aspects of its Ping service that are practiced using the  
25 software components Apple has provided. Accordingly, Apple has contributed to the direct  
26 infringement of the '876 patent by the customers and/or end users of these products.

27 89. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
28 practice and/or induce third parties to practice the claims of the '876 patent.



1           90. By reason of Apple's infringing activities, Intertrust has suffered substantial damages  
2 in an amount to be proven at trial. But for Apple's infringement of the '876 patent, Intertrust would  
3 have provided Apple with the patented Intertrust technology that Apple needed to implement the  
4 infringing products and services and/or licensed the '876 patent to Apple so that Apple could  
5 implement these products and services. As a result of Apple's infringement, Intertrust has been  
6 damaged in an amount equal to the loss of profits that would otherwise have accrued to Intertrust  
7 from providing its patented technology to Apple, but in no event less than a reasonable royalty based  
8 in part on the present value of the \$440 million paid in 2004 by Microsoft for a licensing agreement  
9 that includes the '876 patent.

10           91. Apple's infringement of the '876 patent has been willful and deliberate, justifying a  
11 trebling of damages under 35 U.S.C. § 284.

12           92. Apple's infringement of the '876 patent is exceptional and entitles Intertrust to  
13 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### 14                                   **COUNT VI**

#### 15                                   **(Apple's Infringement of U.S. Patent No. 5,982,891)**

16           93. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
17 1 through 32 set forth above as though fully set forth herein.

18           94. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
19 and to U.S. Patent No. 5,982,891 ("the '891 patent"), titled "Systems And Methods For Secure  
20 Transaction Management And Electronic Rights Protection," duly and legally issued by the United  
21 States Patent and Trademark Office on November 9, 1999, including the right to bring this suit for  
22 injunctive relief and damages. A true and correct copy of the caption page and claims of the '891  
23 patent is attached hereto as Exhibit 6. The '891 patent is related to the '900 patent, a complete copy  
24 of which is attached hereto as Exhibit 1. A complete copy of the '891 patent can be made available to  
25 the Court upon request. In addition, a complete copy of the '891 patent was served on Apple along  
26 with the Original Complaint.

27           95. The '891 patent is valid and enforceable.

1           96. Apple has directly infringed and is currently directly infringing the '891 patent by  
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
3 products, methods, equipment, and/or services that practice one or more claims of the '891 patent,  
4 including but not limited to Apple's iPhone, iPad, iPod touch, MacBook Air, MacBook Pro, Mac  
5 mini, iMac, and Mac Pro products (collectively, "the '891 Accused Products").

6           97. Apple has had actual knowledge of both Intertrust's rights in the '891 patent and  
7 details of Apple's infringement of the '891 patent because Intertrust brought the '891 patent to Apple's  
8 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
9 Intertrust licensed the '891 patent, among others, to Microsoft in 2004 as part of a \$440 million  
10 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong. Apple is also aware  
11 of the '891 patent because it is cited as prior art in at least three Apple patents.

12           98. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
13 manufacture, use, import, offer for sale, or sell the '891 Accused Products with knowledge of or  
14 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
15 the '891 patent. When used for their intended purpose, the '891 Accused Products perform all of the  
16 steps of one or more method claims of the '891 patent. Apple has induced and continues to induce  
17 others to infringe the '891 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
18 others to practice the '891 patent's inventions for controlling use of data items with intent that those  
19 performing the acts infringe the '891 patent. For example, Apple induces infringement by  
20 encouraging the end users of the '891 Accused Products to use Apple's time-restricted media  
21 distribution services, including renting videos from the iTunes Store through advertising and other  
22 means. *See, e.g.*, "iTunes Store: Movie Rental frequently asked questions (FAQ)," Apple Website,  
23 available at <http://support.apple.com/kb/HT1657> (3/19/12); Apple Website,  
24 <http://www.apple.com/itunes/what-is/>. Apple also induces infringement by including an iTunes icon  
25 with an embedded link to the iTunes Store with every installation of the Mac OS X and iOS  
26 operating systems, thereby giving the end users of the '891 Accused Products easy access to the  
27 iTunes Store for renting videos and purchasing other content. Moreover, Apple induces infringement  
28 by encouraging enterprise customers to send configuration profiles to the '891 Accused Products to

1 control the use of rented videos by end users within the enterprise. Apple further induces  
2 infringement by encouraging at least its enterprise customers to manage OS X and iOS device  
3 deployments with secure configuration profiles and has prepared reference materials, including  
4 technical white papers and other documents, to guide its customers in using configuration profiles to  
5 control the manner in which downloaded content can be used on the '891 Accused Products. *See, e.g.*,  
6 "Managing OS X with Configuration Profiles," published by Apple Inc. (3/29/12); "Security for Mac  
7 Computers in the Enterprise," published by Apple, Inc (10/3/12). Apple knows that, together, these  
8 activities by Apple's end users and enterprise customers directly or jointly infringe the '891 patent  
9 and that by encouraging these activities Apple is inducing that infringement.

10 99. Apple also contributes to the infringement of the '891 patent in violation of 35 U.S.C.  
11 § 271. Apple knows that infringing components of the '891 Accused Products are especially made or  
12 especially adapted for use in the infringement of the '891 patent. The infringing components of these  
13 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
14 use, and the infringing components of these products are a material part of the invention of the '891  
15 patent. For example, Apple includes configuration profile software in each of the '891 Accused  
16 Products. Apple knows that this configuration profile software performs functions constituting a  
17 material part of the inventions claimed in the '891 patent, including, for example, receiving encrypted  
18 configuration profiles from an IT administrator and applying information from the configuration  
19 profile, along with other information, to control the use of downloaded content. The configuration  
20 profile software is a component of the '891 Accused Products and is designed specifically for use  
21 with the '891 Accused Products. On information and belief, this software has no substantial use that  
22 does not contribute to those products' infringement of the claims of the '891 patent. Accordingly,  
23 Apple is also contributing to the direct infringement of the '891 patent by enterprise customers of  
24 these products.

25 100. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
26 practice and/or induce third parties to practice the claims of the '891 patent.

27 101. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
28 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the

'891 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple needed to implement the infringing products and services and/or licensed the '891 patent to Apple so that Apple could implement these products and services. As a result of Apple's infringement, Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from providing its patented technology to Apple, but in no event less than a reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft for a licensing agreement that includes the '891 patent.

102. Apple's continuing acts of infringement are the basis of consumer demand for Apple's products. Apple's continuing acts of infringement are therefore irreparably harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The hardships that an injunction would impose are less than those faced by Intertrust should an injunction not issue. The public interest would be served by issuance of an injunction.

103. Apple's infringement of the '891 patent has been and continues to be willful and deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

104. Apple's infringement of the '891 patent is exceptional and entitles Intertrust to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## **COUNT VII**

### **(Apple's Infringement of U.S. Patent No. 6,112,181)**

105. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

106. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 6,112,181 ("the '181 patent"), titled "Systems And Methods For Matching, Selecting, Narrowcasting, And/Or Classifying Based On Rights Management And/Or Other Information," duly and legally issued by the United States Patent and Trademark Office on August 29, 2000, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '181 patent is attached hereto as Exhibit 7.

107. The '181 patent is valid and enforceable.

1           108. Apple has directly infringed and is currently directly infringing the '181 patent by  
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
3 products, methods, equipment, and/or services that practice one or more claims of the '181 patent,  
4 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
5 Pro, Mac mini, iMac, and Mac Pro products, as well as Apple's iTunes Store software applications  
6 and/or services (collectively, "the '181 Accused Products").

7           109. Apple has had actual knowledge of both Intertrust's rights in the '181 patent and  
8 details of Apple's infringement of the '181 patent because Intertrust brought the '181 patent to Apple's  
9 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
10 Intertrust licensed the '181 patent, among others, to Microsoft in 2004 as part of a \$440 million  
11 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

12           110. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
13 manufacture, use, import, offer for sale, or sell the '181 Accused Products with knowledge of or  
14 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
15 the '181 patent. When used for their intended purpose, the '181 Accused Products perform all of the  
16 steps of one or more method claims of the '181 patent. Apple has induced and continues to induce  
17 others to infringe the '181 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
18 others to practice the '181 patent's inventions for distributing digital content with intent that those  
19 performing the acts infringe the '181 patent. For example, Apple incorporates software into the '181  
20 Accused Products enabling an end user to infringe the '181 patent using Apple's Genius service to  
21 obtain recommendations for music, videos, TV shows or iOS Apps generated using information  
22 about the end user. Moreover, Apple promotes infringing aspects of its Genius service and teaches  
23 its customers and/or end users how to use its Genius service in an infringing manner. For example,  
24 Apple's website touts: "Genius for Apps is a fantastic new feature that will help you discover apps in  
25 the App Store on your iPhone or iPod touch. Genius for Apps makes recommendations based on  
26 apps that you've downloaded.... Genius for Apps is able to give you great recommendations by  
27 periodically sending information about the apps on your device to Apple.... Apple will also use your  
28 App Store purchase history to give you better recommendations." See "Genius for iPad and iPhone,"

1 Apple Webiste, available at <http://support.apple.com/kb/HT2978> (5/3/13). By incorporating  
2 software into the '181 Accused Products enabling infringement using its Genius service, promoting  
3 infringing aspects of its Genius service, and teaching its customers and/or end users how to use its  
4 Genius service in an infringing manner, Apple induces its customers and/or end users to directly or  
5 jointly infringe the '181 patent.

6 111. Apple also contributes to the infringement of the '181 patent in violation of 35 U.S.C.  
7 § 271. Apple knows that infringing components of the '181 Accused Products are especially made or  
8 especially adapted for use in the infringement of the '181 patent. The infringing components of these  
9 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
10 use, and the infringing components of these products are a material part of the invention of the '181  
11 patent. For example, The '181 Accused Products contain infringing components including software  
12 that enables the use of Apple's Genius service to download music, videos, TV shows or iOS Apps  
13 recommended using information about the end user. The software components Apple provides are  
14 separable from the '181 Accused Products, material to practicing the '181 patent's inventions for  
15 narrowcasting digital content, and have no substantial non-infringing use. Moreover, as explained  
16 above, Apple promotes infringing aspects of its Genius service that are practiced using the software  
17 components Apple provides. Accordingly, Apple is also contributing to the direct infringement of  
18 the '181 patent by the end users of these products.

19 112. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
20 practice and/or induce third parties to practice the claims of the '181 patent.

21 113. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
22 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
23 '181 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
24 needed to implement the infringing products and services and/or licensed the '181 patent to Apple so  
25 that Apple could implement these products and services. As a result of Apple's infringement,  
26 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
27 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
28

1 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
2 for a licensing agreement that includes the '181 patent.

3 114. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
4 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
5 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
6 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
7 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
8 not issue. The public interest would be served by issuance of an injunction.

9 115. Apple's infringement of the '181 patent has been and continues to be willful and  
10 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

11 116. Apple's infringement of the '181 patent is exceptional and entitles Intertrust to  
12 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### 13 **COUNT VIII**

#### 14 **(Apple's Infringement of U.S. Patent No. 6,157,721)**

15 117. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
16 1 through 32 set forth above as though fully set forth herein.

17 118. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
18 and to U.S. Patent No. 6,157,721 ("the '721 patent"), titled "Systems And Methods Using  
19 Cryptography To Protect Secure Computing Environments," duly and legally issued by the United  
20 States Patent and Trademark Office on December 5, 2000, including the right to bring this suit for  
21 injunctive relief and damages. A true and correct copy of the '721 patent is attached hereto as  
22 Exhibit 8.

23 119. The '721 patent is valid and enforceable.

24 120. Apple has directly infringed and is currently directly infringing the '721 patent by  
25 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
26 products, methods, equipment, and/or services that practice one or more claims of the '721 patent,  
27 including but not limited to Apple's iPhone, iPad, iPod touch, MacBook Air, MacBook Pro, Mac  
28 mini, iMac, and Mac Pro products (collectively, "the '721 Accused Products").



1           121. Apple has had actual knowledge of both Intertrust's rights in the '721 patent and  
2 details of Apple's infringement of the '721 patent because Intertrust brought the '721 patent to Apple's  
3 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
4 Intertrust licensed the '721 patent, among others, to Microsoft in 2004 as part of a \$440 million  
5 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

6           122. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
7 manufacture, use, import, offer for sale, or sell the '721 Accused Products with knowledge of or  
8 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
9 the '721 patent. When used for their intended purpose, the '721 Accused Products perform all of the  
10 steps of one or more method claims of the '721 patent. Apple has induced and continues to induce  
11 others to infringe the '721 patent in violation of 35 U.S.C. § 271 by providing its customers and/or  
12 end users with the '721 Accused Products that when used as intended by Apple—for example, to  
13 download, authorize, and execute apps—practice the '721 patent's inventions for using public  
14 key/digital signature cryptography to protect computing environments from harmful load modules,  
15 executables and other data elements, with intent that those performing the acts infringe the '721  
16 patent. For example, Apple induces content developers to infringe the '721 patent by requiring them  
17 to digitally sign their apps before submitting them to its iOS App Store for verification. *See, e.g.*,  
18 "iOS Security," published by Apple Inc., at p. 5 ("In order to develop and install apps on iOS devices,  
19 developers must register with Apple and join the iOS Developer Program. The real-world identity of  
20 each developer, whether an individual or a business, is verified by Apple before their certificate is  
21 issued. This certificate enables developers to sign apps and submit them to the App Store for  
22 distribution."). Apple also encourages content developers to infringe the '721 patent by requiring  
23 third party developers to develop Mac apps to be run in a sandbox, thus having different security  
24 levels. *See, e.g.*, "Mac App Programming Guide," published by Apple Inc., at p. 18. ("App Sandbox  
25 provides a last line of defense against stolen, corrupted, or deleted user data if malicious code  
26 exploits your app. ....App Sandbox enables you to describe how your app interacts with the system.  
27 The system then grants your app the access it needs to get its job done, and no more."). Apple also  
28 encourages and facilitates the end users of the '721 Accused Products to download these apps from



1 the iOS and Mac App Store to their devices in its product user guides, including the iPhone User  
2 Guides . *See, e.g.,* "iPhone User Guide for iOS 5.1," published by Apple Inc., at p. 120 ("You can  
3 search for, browse, review, purchase, and download apps from the App Store directly to iPhone.")  
4 Accordingly, Apple is inducing content developers for, and end users of, the '721 Accused Products  
5 to directly or jointly infringe the '721 patent.

6         123. Apple also contributes to the infringement of the '721 patent in violation of 35 U.S.C.  
7 § 271. Apple knows that infringing components of the '721 Accused Products are especially made or  
8 especially adapted for use in the infringement of the '721 patent. The infringing components of these  
9 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
10 use, and the infringing components of these products are a material part of the invention of the '721  
11 patent. The '721 Accused Products include infringing components including hardware and software,  
12 for example, installed on the '721 Accused Products, and designed and built by Apple, that  
13 automatically enables the secure boot chain for the '721 Accused Products. *See, e.g.,* "iOS Security,"  
14 published by Apple Inc., at p. 4 ("Secure Boot Chain. Each step of the boot-up process contains  
15 components that are cryptographically signed by Apple to ensure integrity, and proceeds only after  
16 verifying the chain of trust. This includes the bootloaders, kernel, kernel extensions, and baseband  
17 firmware. When an iOS device is turned on, its application processor immediately executes code  
18 from read-only memory known as the Boot ROM. This immutable code is laid down during chip  
19 fabrication, and is implicitly trusted."). The '721 Accused Products also include infringing  
20 components such as hardware and software, for example, installed on the '721 Accused Products, and  
21 designed and built by Apple, that automatically use public key/digital signature cryptography to  
22 protect computing environments from harmful load modules, executables and other data elements,  
23 thereby practicing one or more claims of the '721 patent. These software components that Apple  
24 provides are separable from Apple's products, material to practicing the '721 patent's inventions for  
25 using public key/digital signature cryptography to protect computing environments from harmful  
26 load modules, executables and other data elements, and have no substantial non-infringing use.  
27 Accordingly, Apple is also contributing to the direct infringement of the '721 patent by the end users  
28 of these products.

124. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily practice and/or induce third parties to practice the claims of the '721 patent.

125. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the '721 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple needed to implement the infringing products and services and/or licensed the '721 patent to Apple so that Apple could implement these products and services. As a result of Apple's infringement, Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from providing its patented technology to Apple, but in no event less than a reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft for a licensing agreement that includes the '721 patent.

126. Apple's continuing acts of infringement are the basis of consumer demand for Apple's products. Apple's continuing acts of infringement are therefore irreparably harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The hardships that an injunction would impose are less than those faced by Intertrust should an injunction not issue. The public interest would be served by issuance of an injunction.

127. Apple's infringement of the '721 patent has been and continues to be willful and deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

128. Apple's infringement of the '721 patent is exceptional and entitles Intertrust to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## **COUNT IX**

### **(Apple's Infringement of U.S. Patent No. 6,185,683)**

129. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

130. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 6,185,683 ("the '683 patent"), titled "Trusted And Secure Techniques, Systems And Methods For Item Delivery And Execution," duly and legally issued by the United States Patent

1 and Trademark Office on February 6, 2001, including the right to bring this suit for injunctive relief  
2 and damages. A true and correct copy of the caption page and claims of the '683 patent is attached  
3 hereto as Exhibit 9. The '683 patent is related to the '900 patent, a complete copy of which is  
4 attached hereto as Exhibit 1. A complete copy of the '683 patent can be made available to the Court  
5 upon request. In addition, a complete copy of the '683 patent was served on Apple along with the  
6 Original Complaint.

7 131. The '683 patent is valid and enforceable.

8 132. Apple has directly infringed and is currently directly infringing the '683 patent by  
9 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
10 products, methods, equipment, and/or services that practice one or more claims of the '683 patent,  
11 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
12 Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iTunes Store, iBookstore, iOS App  
13 Store and Mac App Store software applications and/or services (collectively, "the '683 Accused  
14 Products").

15 133. Apple has had actual knowledge of both Intertrust's rights in the '683 patent and  
16 details of Apple's infringement of the '683 patent because Intertrust brought the '683 patent to Apple's  
17 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
18 Intertrust licensed the '683 patent, among others, to Microsoft in 2004 as part of a \$440 million  
19 licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

20 134. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
21 manufacture, use, import, offer for sale, or sell the '683 Accused Products with knowledge of or  
22 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
23 the '683 patent. Apple has induced and continues to induce others to infringe the '683 patent in  
24 violation of 35 U.S.C. Section 271 by encouraging and facilitating others to practice the '683 patent's  
25 inventions for receiving, opening and transmitting secure containers containing data files with intent  
26 that those performing the acts infringe the '683 patent. For example, Apple publishes user guides and  
27 manuals for the '683 Accused Products and documentation on its website explicitly encouraging and  
28 instructing its customers and/or end users to i) obtain an Apple ID and authorize a '683 Accused

1 Product to receive secure containers from the iTunes Store, iOS App Store, Mac App Store and  
 2 iBookStore (*see e.g.* "iTunes Store Terms of Sale," Apple Website,  
 3 <http://www.apple.com/legal/itunes/us/terms.html>; "iPod Touch 2.0 User Guide," published by Apple,  
 4 Inc. (2008), Chapter 5; "iPhone User Guide for iOS 6.1 Software," published by Apple. Inc. (2013),  
 5 Chapter 2; "iTunes Store: About authorization and deauthorization," Apple Website, available at  
 6 <http://support.apple.com/kb/HT1420>); ii) purchase and receive secure containers containing iOS  
 7 apps, OS X apps, books, movies, TV shows and music prior to 2009 (*see e.g.* "iPhone User Guide for  
 8 iOS 6.1 Software," published by Apple. Inc. (2013), Chapters 22-23, 30; "iTunes - What is iTunes,"  
 9 Apple Website, available at <http://www.apple.com/itunes/what-is/>; "The Mac App Store," Apple  
 10 Website, available at <http://www.apple.com/osx/apps/app-store.html>, "iPhone - App Store," Apple  
 11 Website, available at <http://www.apple.com/iphone/from-the-app-store/>; "iBooks – A Novel Way to  
 12 Read and Buy Books," Apple Website, available at <http://www.apple.com/apps/ibooks/>; "iPod Touch  
 13 2.0 User Guide," published by Apple, Inc. (2008), Chapter 5); and iii) play on or transfer to a '683  
 14 Accused Product an iOS app, OS X app, book, movie, TV show or music (*see e.g.* "iPhone User  
 15 Guide for iOS 6.1 Software," published by Apple. Inc. (2013), Chapters 22-23, 30; "iPod Touch 2.0  
 16 User Guide," published by Apple, Inc. (2008), Chapters 3 and 5; "iTunes Store: Transferring  
 17 purchases from your iOS device or iPod to a computer," Apple Website, available at  
 18 <http://support.apple.com/kb/HT1848>; iTunes FAQ re Viewing and Syncing Videos, Apple Website,  
 19 available at <http://support.apple.com/kb/HT2729>; "What is iTunes," Apple Website, available at  
 20 <http://www.apple.com/itunes/what-is/>; "Understanding Home Sharing," Apple Website, available at  
 21 <http://support.apple.com/kb/HT3819>; "iTunes Store - Movie rental usage rights in the United States,"  
 22 Apple Website, available at <http://support.apple.com/kb/HT1415>). Apple also induces infringement  
 23 of the '683 patent by publishing advertising and promotional statements on its website which tout the  
 24 features and benefits of downloading and purchasing content from the iTunes Store, iOS App Store,  
 25 Mac App Store and iBookStore onto a '683 Accused Product, as well as encouraging users to  
 26 download content from those stores and access or use them on their '683 Accused Product. *See e.g.*  
 27 "iTunes," Apple Website, available at <http://www.apple.com/itunes/>; "iTunes - What's New," Apple  
 28 Website, available at <http://www.apple.com/itunes/whats-new/>; iTunes - What is iTunes, Apple

1 Website, available at <http://www.apple.com/itunes/what-is/>; "The Mac App Store," Apple Website,  
2 available at <http://www.apple.com/osx/apps/app-store.html>, "iPhone - App Store," Apple Website,  
3 available at <http://www.apple.com/iphone/from-the-app-store/>; "iBooks – A Novel Way to Read and  
4 Buy Books," Apple Website, available at <http://www.apple.com/apps/ibooks/>. Customers and/or end  
5 users of the '683 Accused Product then directly or jointly infringe the '683 patent.

6 135. Apple is not licensed or otherwise authorized by Intertrust to practice and/or induce  
7 third parties to practice the claims of the '683 patent.

8 136. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
9 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
10 '683 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
11 needed to implement the infringing products and services and/or licensed the '683 patent to Apple so  
12 that Apple could implement these products and services. As a result of Apple's infringement,  
13 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
14 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
15 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
16 for a licensing agreement that includes the '683 patent.

17 137. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
18 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
19 damage to Intertrust, for which Intertrust has no adequate remedy at law, and Intertrust will continue  
20 to suffer such irreparable injury unless Apple's continuing acts of infringement are enjoined by the  
21 Court. The hardships that an injunction would impose are less than those faced by Intertrust should  
22 an injunction not issue. The public interest would be served by issuance of an injunction.

23 138. Apple's infringement of the '683 patent has been and continues to be willful and  
24 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

25 139. Apple's infringement of the '683 patent is exceptional and entitles Intertrust to  
26 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**COUNT X**

**(Apple's Infringement of U.S. Patent No. 6,253,193)**

140. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein..

141. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 6,253,193 ("the '193 patent"), entitled "Systems And Methods For Secure Transaction Management And Electronic Rights Protection," duly and legally issued by the United States Patent and Trademark Office on June 26, 2001, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the caption page and claims of the '193 patent is attached hereto as Exhibit 10. The '193 patent is related to the '900 patent, a complete copy of which is attached hereto as Exhibit 1. A complete copy of the '193 patent can be made available to the Court upon request. In addition, a complete copy of the '193 patent was served on Apple along with the Original Complaint.

142. The '193 patent is valid and enforceable.

143. Apple has directly infringed and is currently directly infringing the '193 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods, equipment, and/or services that practice one or more claims of the '193 patent, including but not limited to Apple's iPhone, iPad, iPod, iPod touch, Apple TV, MacBook Air, MacBook Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iTunes Store, iBookstore, and iOS App Store software applications and/or services (collectively, "the '193 Accused Products").

144. Apple has had actual knowledge of both Intertrust's rights in the '193 patent and details of Apple's infringement of the '193 patent because Intertrust brought the '193 patent to Apple's attention before the filing date of the Original Complaint. In addition, Apple is also aware that Intertrust licensed the '193 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

145. Notwithstanding Apple's actual notice of infringement, Apple has continued to manufacture, use, import, offer for sale, or sell the '193 Accused Products with knowledge of or willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe

1 the '193 patent. When used for their intended purpose, the '193 Accused Products perform all of the  
2 steps of one or more method claims of the '193 patent. Apple has induced and continues to induce  
3 others to infringe the '193 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
4 others to practice the '193 patent's inventions for controlling distribution of data items with intent that  
5 those performing the acts infringe the '193 patent. For example, Apple encourages its customers to  
6 download content from the iTunes Store and copy and synchronize that content across multiple  
7 devices, including the '193 Accused Products. Apple also includes an iTunes icon with an embedded  
8 link to the iTunes Store with every installation of the Mac OS X and iOS operating systems, thereby  
9 giving the end users of the '193 Accused Products easy access to the iTunes Store for downloading  
10 content. Apple further induces infringement by encouraging its customers to download content from  
11 the iTunes store through advertising and other means. *See, e.g.,* Apple commercial at  
12 <http://www.youtube.com/watch?v=VS4wAz32LwU> (iTunes). Apple further induces infringement by  
13 encouraging its customers to copy and synchronize this downloaded content across multiple devices  
14 at least by marketing its Home Sharing feature, among others, through its website and elsewhere and  
15 instructing users of the '193 Accused Products how to share downloaded content with other devices.  
16 *See, e.g.,* "Understanding Home Sharing," Apple Website, available at  
17 <http://support.apple.com/kb/HT3819> (4/1/13); "iTunes Store: About Authorization and  
18 Deauthorization," Apple Website, available at <http://support.apple.com/kb/HT1420> (5/17/13); "iOS  
19 Syncing with iTunes," Apple Website, available at <http://support.apple.com/kb/HT1386> (2/25/13).  
20 Apple knows that, because of the security features built into Apple's system for managing  
21 downloaded content, Apple's customers directly or jointly infringe the '193 patent when they  
22 download Apple content and copy and synchronize that content across other devices. Apple  
23 encourages this activity and thus induces infringement of the '193 patent.

24 146. Apple is not licensed or otherwise authorized by Intertrust to practice and/or induce  
25 third parties to practice the claims of the '193 patent.

26 147. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
27 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
28 '193 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple



1 needed to implement the infringing products and services and/or licensed the '193 patent to Apple so  
2 that Apple could implement these products and services. As a result of Apple's infringement,  
3 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
4 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
5 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
6 for a licensing agreement that includes the '193 patent.

7 148. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
8 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
9 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
10 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
11 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
12 not issue. The public interest would be served by issuance of an injunction.

13 149. Apple's infringement of the '193 patent has been and continues to be willful and  
14 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

15 150. Apple's infringement of the '193 patent is exceptional and entitles Intertrust to  
16 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### 17 **COUNT XI**

#### 18 **(Apple's Infringement of U.S. Patent No. 7,392,395)**

19 151. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
20 1 through 32 set forth above as though fully set forth herein.

21 152. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
22 and to U.S. Patent No. 7,392,395 ("the '395 patent"), entitled "Trusted And Secure Techniques,  
23 Systems And Methods For Item Delivery And Execution," duly and legally issued by the United  
24 States Patent and Trademark Office on June 24, 2008, including the right to bring this suit for  
25 injunctive relief and damages. A true and correct copy of the caption page and claims of the '395  
26 patent is attached hereto as Exhibit 11. The '395 patent is related to the '900 patent, a complete copy  
27 of which is attached hereto as Exhibit 1. A complete copy of the '395 patent can be made available to  
28



1 the Court upon request. In addition, a complete copy of the '395 patent was served on Apple along  
2 with the Original Complaint.

3 153. The '395 patent is valid and enforceable.

4 154. Apple has directly infringed and is currently directly infringing the '395 patent by  
5 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
6 products, methods, equipment, and/or services that practice one or more claims of the '395 patent,  
7 including but not limited to Apple's iPhone, iPad, iPod touch, MacBook Air, MacBook Pro, Mac  
8 mini, iMac, and Mac Pro products, as well as Apple's iTunes Store, iOS App Store and Mac App  
9 Store software applications and/or services (collectively, "the '395 Accused Products").

10 155. Apple has had actual knowledge of both Intertrust's rights in the '395 patent and  
11 details of Apple's infringement of the '395 patent because Intertrust brought the '395 patent to Apple's  
12 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
13 Intertrust licensed the '683 patent, a sister of the '395 patent, among others, to Microsoft in 2004 as  
14 part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
15 Armstrong.

16 156. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
17 manufacture, use, import, offer for sale, or sell the '395 Accused Products with knowledge of or  
18 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
19 the '395 patent. Apple has induced and continues to induce others to infringe the '395 patent in  
20 violation of 35 U.S.C. Section 271 by encouraging and facilitating others to practice the '395 patent's  
21 inventions for receiving, opening and transmitting secure containers containing data files with intent  
22 that those performing the acts infringe the '395 patent. For example, Apple publishes user guides and  
23 manuals for the '395 Accused Products and documentation on its website explicitly encouraging and  
24 instructing its customers and/or end users to i) obtain an Apple ID and authorize a '395 Accused  
25 Product to receive secure containers from the iTunes Store, the iOS App Store and Mac App Store  
26 (*see e.g.* "iTunes Store Terms of Sale," Apple Website,  
27 <http://www.apple.com/legal/itunes/us/terms.html>; Chapter 5; "iPhone User Guide for iOS 6.1  
28 Software," published by Apple Inc. (2013), Chapter 2; "iTunes Store: About authorization and

1 deauthorization," Apple Website, available at <http://support.apple.com/kb/HT1420>); ii) purchase and  
2 receive secure containers containing iOS apps and OS X apps (*see e.g.* "iPhone User Guide for iOS  
3 6.1 Software," published by Apple Inc. (2013), Chapters 22-23, 30; "iTunes - What is iTunes," Apple  
4 Website, available at <http://www.apple.com/itunes/what-is/>; "The Mac App Store," Apple Website,  
5 available at <http://www.apple.com/osx/apps/app-store.html>, "iPhone - App Store," Apple Website,  
6 available at <http://www.apple.com/iphone/from-the-app-store/>; "iPod Touch 2.0 User Guide,"  
7 published by Apple Inc. (2008), Chapter 5); and iii) play on or transfer to a '395 Accused Product an  
8 iOS app or OS X app (*see e.g.* "iPhone User Guide for iOS 6.1 Software," published by Apple. Inc.  
9 (2013), Chapter 22; "iTunes Store: Transferring purchases from your iOS device or iPod to a  
10 computer," Apple Website, available at <http://support.apple.com/kb/HT1848>; "What is iTunes,"  
11 Apple Website, available at <http://www.apple.com/itunes/what-is/>). Apple also induces infringement  
12 of the '395 patent by publishing advertising and promotional statements on its website which tout the  
13 features and benefits of downloading and purchasing content from the iTunes Store, iOS App Store,  
14 and Mac App Store onto a '395 Accused Product, as well as encouraging users to download content  
15 from those stores and access or use them on their '395 Accused Products. *See e.g.* "iTunes," Apple  
16 Website, available at <http://www.apple.com/itunes/>; "iTunes - What's New," Apple Website,  
17 available at <http://www.apple.com/itunes/whats-new/>; "iTunes - What is iTunes," Apple Website,  
18 available at <http://www.apple.com/itunes/what-is/>; "The Mac App Store," Apple Website, available at  
19 <http://www.apple.com/osx/apps/app-store.html>, "iPhone - App Store," Apple Website, available at  
20 <http://www.apple.com/iphone/from-the-app-store/>. Customers and/or end users of the '395 Accused  
21 Product then directly or jointly infringe the '395 patent.

22 157. Apple is not licensed or otherwise authorized by Intertrust to practice and/or induce  
23 third parties to practice the claims of the '395 patent.

24 158. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
25 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
26 '395 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
27 needed to implement the infringing products and services and/or licensed the '395 patent to Apple so  
28 that Apple could implement these products and services. As a result of Apple's infringement,

1 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
2 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
3 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
4 for a licensing agreement that includes the '395 patent.

5 159. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
6 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
7 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
8 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
9 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
10 not issue. The public interest would be served by issuance of an injunction.

11 160. Apple's infringement of the '395 patent has been and continues to be willful and  
12 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

13 161. Apple's infringement of the '395 patent is exceptional and entitles Intertrust to  
14 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

## 15 **COUNT XII**

### 16 **(Apple's Infringement of U.S. Patent No. 7,734,553)**

17 162. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
18 1 through 32 set forth above as though fully set forth herein.

19 163. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
20 and to U.S. Patent No. 7,734,553 ("the '553 patent"), entitled "Systems And Methods Using  
21 Cryptography To Protect Secure Computing Environments," duly and legally issued by the United  
22 States Patent and Trademark Office on June 8, 2010, including the right to bring this suit for  
23 injunctive relief and damages. A true and correct copy of the caption page and claims of the '553  
24 patent is attached hereto as Exhibit 12. The '553 patent is related to the '721 patent, a complete copy  
25 of which is attached hereto as Exhibit 8. A complete copy of the '553 patent can be made available to  
26 the Court upon request. In addition, a complete copy of the '553 patent was served on Apple along  
27 with the Original Complaint.

28 164. The '553 patent is valid and enforceable.

1           165. Apple has directly infringed and is currently directly infringing the '553 patent by  
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
3 products, methods, equipment, and/or services that practice one or more claims of the '553 patent,  
4 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
5 Pro, Mac mini, iMac, and Mac Pro products (collectively, "the '553 Accused Products").

6           166. Apple has had actual knowledge of both Intertrust's rights in the '553 patent and  
7 details of Apple's infringement of the '553 patent because Intertrust brought the '553 patent to Apple's  
8 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
9 Intertrust licensed the '721 patent, the parent of the '553 patent, among others, to Microsoft in 2004 as  
10 part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
11 Armstrong.

12           167. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
13 manufacture, use, import, offer for sale, or sell the '553 Accused Products with knowledge of or  
14 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
15 the '553 patent. When used for their intended purpose, the '553 Accused Products perform all of the  
16 steps of one or more method claims of the '553 patent. Apple has induced and continues to induce  
17 others to infringe the '553 patent in violation of 35 U.S.C. § 271 by providing its customers and/or  
18 end users with the '553 Accused Products that when used as intended by Apple—for example, to  
19 download, authorize, and execute apps—practice the '553 patent's inventions for using public  
20 key/digital signature cryptography to protect computing environments from harmful load modules,  
21 executables and other data elements, with intent that those performing the acts infringe the '553  
22 patent. For example, Apple induces content developers to infringe the '553 patent by requiring them  
23 to digitally sign their apps before submitting them to its iOS App Store for verification. *See, e.g.,*  
24 "iOS Security," published by Apple Inc., at p. 5 ("In order to develop and install apps on iOS devices,  
25 developers must register with Apple and join the iOS Developer Program. The real-world identity of  
26 each developer, whether an individual or a business, is verified by Apple before their certificate is  
27 issued. This certificate enables developers to sign apps and submit them to the App Store for  
28 distribution."). Apple also encourages and facilitates the end users of the '553 Accused Products to

1 download these apps from the iOS and Mac App Store to their devices in its product user guides,  
2 including the iPhone User Guides. *See, e.g.*, "iPhone User Guide for iOS 5.1," published by Apple  
3 Inc., at p. 120 ("You can search for, browse, review, purchase, and download apps from the App  
4 Store directly to iPhone.") Accordingly, Apple is inducing content developers for, and end users of,  
5 the '553 Accused Products to directly or jointly infringe the '553 patent.

6 168. Apple also contributes to the infringement of the '553 patent in violation of 35 U.S.C.  
7 § 271. Apple knows that infringing components of the '553 Accused Products are especially made or  
8 especially adapted for use in the infringement of the '553 patent. The infringing components of these  
9 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
10 use, and the infringing components of these products are a material part of the invention of the '553  
11 patent. The '553 Accused Products include infringing components including hardware and software,  
12 for example, installed on the '553 Accused Products, and designed and built by Apple, that  
13 automatically enables the secure boot chain for the '553 Accused Products. *See, e.g.*, "iOS Security,"  
14 published by Apple Inc., at p. 4 ("Secure Boot Chain. Each step of the boot-up process contains  
15 components that are cryptographically signed by Apple to ensure integrity, and proceeds only after  
16 verifying the chain of trust. This includes the bootloaders, kernel, kernel extensions, and baseband  
17 firmware. When an iOS device is turned on, its application processor immediately executes code  
18 from read-only memory known as the Boot ROM. This immutable code is laid down during chip  
19 fabrication, and is implicitly trusted.") The '553 Accused Products also include infringing  
20 components such as hardware and software, for example, installed on the '553 Accused Products, and  
21 designed and built by Apple, that automatically use public key/digital signature cryptography to  
22 protect computing environments from harmful load modules, executables and other data elements,  
23 thereby practicing one or more claims of the '553 patent. These software components that Apple  
24 provides are separable from Apple's products, material to practicing the '553 patent's inventions for  
25 using public key/digital signature cryptography to protect computing environments from harmful  
26 load modules, executables and other data elements, and have no substantial non-infringing use.  
27 Accordingly, Apple is also contributing to the direct infringement of the '553 patent by the end users  
28 of these products.



1 States Patent and Trademark Office on July 20, 2010, including the right to bring this suit for  
2 injunctive relief and damages. A true and correct copy of the caption page and claims of the '916  
3 patent is attached hereto as Exhibit 13. The '916 patent is related to the '721 patent, a complete copy  
4 of which is attached hereto as Exhibit 8. A complete copy of the '916 patent can be made available to  
5 the Court upon request. In addition, a complete copy of the '916 patent was served on Apple along  
6 with the Original Complaint.

7 176. The '916 patent is valid and enforceable.

8 177. Apple has directly infringed and is currently directly infringing the '916 patent by  
9 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
10 products, methods, equipment, and/or services that practice one or more claims of the '916 patent,  
11 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
12 Pro, Mac mini, iMac, and Mac Pro products, as well as Apple's iOS App Store and Mac App Store  
13 software applications and/or services (collectively, "the '916 Accused Products").

14 178. Apple has had actual knowledge of both Intertrust's rights in the '916 patent and  
15 details of Apple's infringement of the '916 patent because Intertrust brought the '916 patent to Apple's  
16 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
17 Intertrust licensed the '721 patent, the parent of the '916 patent, among others, to Microsoft in 2004 as  
18 part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
19 Armstrong.

20 179. Apple is not licensed or otherwise authorized by Intertrust to practice the claims of the  
21 '916 patent.

22 180. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
23 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
24 '916 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
25 needed to implement the infringing products and services and/or licensed the '916 patent to Apple so  
26 that Apple could implement these products and services. As a result of Apple's infringement,  
27 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
28 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a



1 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
2 for a licensing agreement that includes the '916 patent.

3 181. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
4 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
5 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
6 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
7 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
8 not issue. The public interest would be served by issuance of an injunction.

9 182. Apple's infringement of the '916 patent has been and continues to be willful and  
10 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

11 183. Apple's infringement of the '916 patent is exceptional and entitles Intertrust to  
12 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### 13 **COUNT XIV**

#### 14 **(Apple's Infringement of U.S. Patent No. 8,191,157)**

15 184. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
16 1 through 32 set forth above as though fully set forth herein.

17 185. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
18 and to U.S. Patent No. 8,191,157 ("the '157 patent"), entitled "Systems And Methods For Secure  
19 Transaction Management And Electronic Rights Protection," duly and legally issued by the United  
20 States Patent and Trademark Office on May 29, 2012. A true and correct copy of the caption page  
21 and claims of the '157 patent is attached hereto as Exhibit 14. The '157 patent is related to the '900  
22 patent, a complete copy of which is attached hereto as Exhibit 1. A complete copy of the '157 patent  
23 can be made available to the Court upon request. In addition, a complete copy of the '157 patent was  
24 served on Apple along with the Original Complaint.

25 186. The '157 patent is valid and enforceable.

26 187. Apple has directly infringed and is currently directly infringing the '157 patent by  
27 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
28 products, methods, equipment, and/or services that practice one or more claims of the '157 patent,

1 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
2 Pro, Mac mini, iMac, and Mac Pro products (collectively, "the '157 Accused Products").

3 188. Apple has had actual knowledge of both Intertrust's rights in the '157 patent and  
4 Apple's infringement of the '157 patent since no later than the filing date of the Original Complaint.  
5 In addition, Apple is also aware that Intertrust licensed the '891 and '193 patents, sisters of the '157  
6 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that  
7 resolved the *Microsoft* actions before Judge Armstrong.

8 189. Notwithstanding Apple's actual notice of infringement, Apple continues to  
9 manufacture, use, import, offer for sale, or sell the '157 Accused Products with knowledge of or  
10 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
11 the '157 patent. When used for their intended purpose, the '157 Accused Products perform all of the  
12 steps of one or more method claims of the '157 patent. Apple has induced and continues to induce  
13 others to infringe the '157 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
14 others to practice the '157 patent's inventions for controlling access to data items with intent that  
15 those performing the acts infringe the '157 patent. For example, Apple induces infringement by  
16 encouraging end users to download content from the iTunes Store, the iBookstore and the App Store  
17 using the '157 Accused Products. Apple includes iTunes, iBooks and the App store on every iOS  
18 device, thereby giving its customers easy access to the iTunes Store, the iBookstore and the App  
19 Store for downloading content from Apple. Apple further induces infringement by encouraging end  
20 users of the '157 Accused Products to download content from these online stores, and to make in-app  
21 purchases related to some of this content, through advertising and other means. *See, e.g.*, Apple  
22 commercials at <http://www.youtube.com/watch?v=Id09iGeFAZ8> (iBookstore);  
23 <http://www.youtube.com/watch?v=AZydfZLP8xk> (App Store); [http://www.apple.com/itunes/inside-](http://www.apple.com/itunes/inside-itunes/2013/05/learn-more-about-in-app-purchases.html)  
24 [itunes/2013/05/learn-more-about-in-app-purchases.html](http://www.apple.com/itunes/inside-itunes/2013/05/learn-more-about-in-app-purchases.html) (In-App Purchases). Apple knows that,  
25 because of the security features built into the '157 Accused Products, Apple's FairPlay digital rights  
26 management system, and Apple's system for in-app purchases, Apple's customers directly infringe  
27 the '157 patent when they download content from the iTunes Store, the iBookstore, the App Store,  
28 and/or within an app using a '157 Accused Product. Apple encourages this activity and thus induces

1 infringement of the '157 patent. The end users of these products then directly or jointly infringe the  
2 '157 patent.

3 190. Apple also contributes to the infringement of the '157 patent in violation of 35 U.S.C.  
4 § 271. Apple knows that infringing components of the '157 Accused Products are especially made or  
5 especially adapted for use in the infringement of the '157 patent. The infringing components of these  
6 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
7 use, and the infringing components of these products are a material part of the invention of the '157  
8 patent. For example, iTunes, iBooks, the iOS App Store, and the Mac App store each includes digital  
9 rights management software associated with Apple's FairPlay digital rights management system to  
10 govern the use of content downloaded from these online stores. Apple knows that the digital rights  
11 management software on the '157 Accused Products performs functions constituting a material part  
12 of the inventions claimed in the '157 patent, including, for example, decrypting the content  
13 downloaded from these online stores and applying controls to govern the use of that content. The  
14 digital rights management software is a component of the '157 Accused Products and is designed  
15 specifically for use within the '157 Accused Products. On information and belief, this software has  
16 no substantial use that does not contribute to those products' infringement of the claims of the '157  
17 patent. Accordingly, Apple is also contributing to the direct infringement of the '157 patent by the  
18 end users of these products.

19 191. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
20 practice and/or induce third parties to practice the claims of the '157 patent.

21 192. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
22 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
23 '157 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
24 needed to implement the infringing products and services and/or licensed the '157 patent to Apple so  
25 that Apple could implement these products and services. As a result of Apple's infringement,  
26 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
27 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
28

1 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
2 for a licensing agreement that includes the '157 patent.

3 193. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
4 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
5 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
6 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
7 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
8 not issue. The public interest would be served by issuance of an injunction.

9 194. Apple's infringement of the '157 patent has been and continues to be willful and  
10 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

11 195. Apple's infringement of the '157 patent is exceptional and entitles Intertrust to  
12 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### 13 **COUNT XV**

#### 14 **(Apple's Infringement of U.S. Patent No. 8,191,158)**

15 196. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
16 1 through 32 set forth above as though fully set forth herein.

17 197. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
18 and to U.S. Patent No. 8,191,158 ("the '158 patent"), entitled "Systems And Methods For Secure  
19 Transaction Management And Electronic Rights Protection," duly and legally issued by the United  
20 States Patent and Trademark Office on May 29, 2012, including the right to bring this suit for  
21 injunctive relief and damages. A true and correct copy of the caption page and claims of the '158  
22 patent is attached hereto as Exhibit 15. The '158 patent is related to the '900 patent, a complete copy  
23 of which is attached hereto as Exhibit 1. A complete copy of the '158 patent can be made available to  
24 the Court upon request. In addition, a complete copy of the '158 patent was served on Apple along  
25 with the Original Complaint.

26 198. The '158 patent is valid and enforceable.

27 199. Apple has directly infringed and is currently directly infringing the '158 patent by  
28 making, using, selling, offering for sale, and/or importing into the United States, without authority,

1 products, methods, equipment, and/or services that practice one or more claims of the '158 patent,  
2 including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook  
3 Pro, Mac mini, iMac, and Mac Pro products (collectively, "the '158 Accused Products").

4 200. Apple has had actual knowledge of both Intertrust's rights in the '158 patent and  
5 details of Apple's infringement of the '158 patent because Intertrust brought the '158 patent to Apple's  
6 attention before the filing date of the Original Complaint. In addition, Apple is also aware that  
7 Intertrust licensed the '891 and '193 patents, sisters of the '158 patent, among others, to Microsoft in  
8 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
9 Armstrong.

10 201. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
11 manufacture, use, import, offer for sale, or sell the '158 Accused Products with knowledge of or  
12 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
13 the '158 patent. When used for their intended purpose, the '158 Accused Products perform all of the  
14 steps of one or more method claims of the '158 patent. Apple has induced and continues to induce  
15 others to infringe the '158 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
16 others to practice the '158 patent's inventions for controlling access to data items with intent that  
17 those performing the acts infringe the '158 patent. For example, Apple induces infringement by  
18 encouraging end users to download content from the iTunes Store, the iBookstore and the App Store  
19 using the '158 Accused Products. Apple includes iTunes, iBooks and the App store on every iOS  
20 device, thereby giving end users easy access to the iTunes Store, the iBookstore and the App Store  
21 for downloading content from Apple. Apple further induces infringement by encouraging end users  
22 of the '158 Accused Products to download content from these online stores, and to make in-app  
23 purchases related to some of this content, through advertising and other means. *See, e.g.*, Apple  
24 commercials at <http://www.youtube.com/watch?v=Id09iGeFAZ8> (iBookstore);  
25 <http://www.youtube.com/watch?v=AZydfZLP8xk> (App Store); [http://www.apple.com/itunes/inside-](http://www.apple.com/itunes/inside-itunes/2013/05/learn-more-about-in-app-purchases.html)  
26 [itunes/2013/05/learn-more-about-in-app-purchases.html](http://www.apple.com/itunes/inside-itunes/2013/05/learn-more-about-in-app-purchases.html) (In-App Purchases). Apple knows that,  
27 because of the security features built into the '158 Accused Products, Apple's FairPlay digital rights  
28 management system, and Apple's system for in-app purchases, Apple's customers directly infringe

1 the '158 patent when they download content from the iTunes Store, the iBookstore, the App Store,  
2 and/or within an app using a '158 Accused Product. Apple encourages this activity and thus induces  
3 infringement of the '158 patent. The end users of these products then directly or jointly infringe the  
4 '158 patent.

5 202. Apple also contributes to the infringement of the '158 patent in violation of 35 U.S.C.  
6 § 271. Apple knows that infringing components of the '158 Accused Products are especially made or  
7 especially adapted for use in the infringement of the '158 patent. The infringing components of these  
8 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
9 use, and the infringing components of these products are a material part of the invention of the '158  
10 patent. For example, iTunes, iBooks and the App store each includes digital rights management  
11 software associated with Apple's FairPlay digital rights management system to govern the use of  
12 content downloaded from these online stores. Apple knows that the digital rights management  
13 software on the '158 Accused Products performs functions constituting a material part of the  
14 inventions claimed in the '158 patent, including, for example, decrypting the content downloaded  
15 from these online stores and applying electronic permissions to govern the use of that content. The  
16 digital rights management software is a component of the '158 Accused Products and is designed  
17 specifically for use within the '158 Accused Products. On information and belief, this software has  
18 no substantial use that does not contribute to those products' infringement of the claims of the '158  
19 patent. Accordingly, Apple is also contributing to the direct infringement of the '158 patent by the  
20 customers and/or end users of these products.

21 203. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
22 practice and/or induce third parties to practice the claims of the '158 patent.

23 204. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
24 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
25 '158 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
26 needed to implement the infringing products and services and/or licensed the '158 patent to Apple so  
27 that Apple could implement these products and services. As a result of Apple's infringement,  
28 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have

1 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
2 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
3 for a licensing agreement that includes the '158 patent.

4 205. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
5 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
6 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
7 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
8 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
9 not issue. The public interest would be served by issuance of an injunction.

10 206. Apple's infringement of the '158 patent has been and continues to be willful and  
11 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

12 207. Apple's infringement of the '158 patent is exceptional and entitles Intertrust to  
13 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### 14 **COUNT XVI**

##### 15 **(Apple's Infringement of U.S. Patent No. 6,658,568)**

16 208. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
17 1 through 32 set forth above as though fully set forth herein.

18 209. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
19 and to U.S. Patent No. 6,658,568 ("the '568 patent"), titled "Trusted Infrastructure Support System,  
20 Methods And Techniques For Secure Electronic Commerce Transaction And Rights Management,"  
21 duly and legally issued by the United States Patent and Trademark Office on December 2, 2003,  
22 including the right to bring this suit for injunctive relief and damages. A true and correct copy of the  
23 caption page and claims of the '568 patent is attached hereto as Exhibit 16. The '568 patent is related  
24 to the '900 patent, a complete copy of which is attached hereto as Exhibit 1. A complete copy of the  
25 '568 patent can be made available to the Court upon request. In addition, a complete copy of the '568  
26 patent will be served on Apple.

27 210. The '568 patent is valid and enforceable.



1           211. Apple has directly infringed and is currently directly infringing the '568 patent by  
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
3 products, methods, equipment, and/or services that practice one or more claims of the '568 patent,  
4 including but not limited to Apple's iPhone, iPad, iPod touch, MacBook Air, MacBook Pro, Mac  
5 mini, iMac, and Mac Pro products, as well as Apple's iTunes software applications and/or services  
6 (collectively, "the '568 Accused Products").

7           212. Apple has had actual knowledge of both Intertrust's rights in the '568 patent and  
8 details of Apple's infringement of the '568 patent because Intertrust brought the '568 patent to Apple's  
9 attention before the filing date of this First Amended Complaint.

10           213. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
11 manufacture, use, import, offer for sale, or sell the '568 Accused Products with knowledge of or  
12 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
13 the '568 patent. When used for their intended purpose, the '568 Accused Products perform all of the  
14 steps of one or more method claims of the '568 patent. Apple has induced and continues to induce  
15 others to infringe the '568 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
16 others to practice the '568 patent's inventions for digital transaction processing. For example, Apple  
17 incorporates software into '568 Accused Products enabling an end user to infringe the '568 patent  
18 using iTunes, the iOS App Store, and the Mac App Store to purchase and use digital content  
19 including video rentals, subject to Apple's FairPlay restrictions. Moreover, Apple publishes  
20 information about infringing aspects of iTunes, the iOS App Store, and the Mac App Store and  
21 teaches its customers and/or end users how to purchase and use digital content using iTunes, the iOS  
22 App Store, and the Mac App Store in an infringing manner, such as by moving rented videos between  
23 devices. For example, Apple explains: "If you download a rented movie on your computer: You can  
24 transfer it to a device...Once you move the movie from your computer to a device, the movie will  
25 disappear from your computer's iTunes library. You can move the movie between devices as many  
26 times as you wish during the rental period, but the movie can only exist on one device at a time."  
27 <http://support.apple.com/kb/HT1657>. Apple induces its customers and/or end users to infringe the  
28 '568 by incorporating software into the '568 Accused Products enabling infringement using iTunes

1 and the App Stores, publishing information about infringing aspects of iTunes and the App Stores  
2 and teaching its customers and/or end users how to use iTunes and the App Stores in an infringing  
3 manner.

4       214. Apple also contributes to the infringement of the '568 patent in violation of 35 U.S.C.  
5 § 271. Apple knows that infringing components of the '568 Accused Products are especially made or  
6 especially adapted for use in the infringement of the '568 patent. The infringing components of these  
7 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
8 use, and the infringing components of these products are a material part of the invention of the '568  
9 patent. For example, the '568 Accused Products contain infringing components including software,  
10 for example, that enables the use of iTunes to move rented videos between devices, subject to Apple's  
11 FairPlay restrictions. The software components Apple provides are separable from Apple's products,  
12 material to practicing the '568 patent's inventions for digital transaction processing, and have no  
13 substantial non-infringing use. Moreover, as explained above, Apple publishes information about  
14 infringing aspects of iTunes and the App Stores that are practiced using the software components  
15 Apple provides. Accordingly, Apple is also contributing to the direct infringement of the '568 patent  
16 by the customers and/or end users of '568 Accused Products.

17       215. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
18 practice and/or induce third parties to practice the claims of the '568 patent.

19       216. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
20 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
21 '568 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
22 needed to implement the infringing products and services and/or licensed the '568 patent to Apple so  
23 that Apple could implement these products and services. As a result of Apple's infringement,  
24 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
25 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
26 reasonable royalty based in part on the \$440 million paid by Microsoft for a licensing agreement that  
27 includes the '568 patent.

28



1 attention before the filing date of this First Amended Complaint. In addition, Apple is also aware of  
2 the '325 patent because it is cited as prior art in at least five Apple patents and patent applications,  
3 including U.S. Patent Application Publication No. US 2012/0204038 that states: "There have been  
4 considerable efforts to enhance software security, see for instance U.S. Pat. No. 6,668,325, assigned  
5 to Intertrust Technologies Inc."

6 225. Apple is not licensed or otherwise authorized by Intertrust to practice the claims of the  
7 '325 patent.

8 226. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
9 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
10 '325 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
11 needed to implement the infringing products and services and/or licensed the '325 patent to Apple so  
12 that Apple could implement these products and services. As a result of Apple's infringement,  
13 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
14 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
15 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
16 for a licensing agreement that includes the '325 patent.

17 227. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
18 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
19 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
20 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
21 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
22 not issue. The public interest would be served by issuance of an injunction.

23 228. Apple's infringement of the '325 patent has been and continues to be willful and  
24 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

25 229. Apple's infringement of the '325 patent is exceptional and entitles Intertrust to  
26 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

27  
28

**COUNT XVIII**

**(Apple's Infringement of U.S. Patent No. 7,281,133)**

230. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

231. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 7,281,133 ("the '133 patent"), titled "Trusted and Secure Techniques, Systems And Methods For Item Delivery And Execution," duly and legally issued by the United States Patent and Trademark Office on October 9, 2007, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the caption page and claims of the '133 patent is attached hereto as Exhibit 18. The '133 patent is related to the '900 patent, a complete copy of which is attached hereto as Exhibit 1. A complete copy of the '133 patent can be made available to the Court upon request. In addition, a complete copy of the '133 patent will be served on Apple.

232. The '133 patent is valid and enforceable.

233. Apple has directly infringed and is currently directly infringing the '133 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods, equipment, and/or services that practice one or more claims of the '133 patent, including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iTunes Store, iOS App Store, Mac App Store, and software applications and/or services (collectively, "the '133 Accused Products").

234. Apple has had actual knowledge of both Intertrust's rights in the '133 patent and details of Apple's infringement of the '133 patent because Intertrust brought the '133 patent to Apple's attention before the filing date of this First Amended Complaint. In addition, Apple is also aware that Intertrust licensed the '683 patent, a sister of the '133 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

235. Notwithstanding Apple's actual notice of infringement, Apple continues to own and operate its servers, including the Apple iTunes Store, iBookstore and iOS and Mac App Stores; continues to sell iOS and OS X devices to its customers; and continues to encourage those customers

1 to connect their iOS and OS X devices to these Apple servers with knowledge of or willful blindness  
 2 to the fact that its actions will induce Apple's customers and/or end users to infringe the '133 patent.  
 3 Apple has induced and continues to induce others to infringe the '133 patent in violation of 35 U.S.C.  
 4 § 271 by owning and operating the servers that comprise the Apple iTunes Store, iBookstore and iOS  
 5 and Mac App Store and by encouraging and facilitating others to practice the '133 patent's inventions  
 6 for controlling use of data items with intent that those performing the acts infringe the '133 patent.  
 7 For example, Apple induces infringement by encouraging end users of its iOS and OS X devices to  
 8 connect those devices to Apple servers comprising the iTunes Store, the iBookstore and the iOS and  
 9 Mac App Stores. Apple includes iTunes, iBooks and the iOS App store app on every iOS device,  
 10 thereby giving its iOS customers easy access to software that connects the iOS device to the Apple  
 11 servers comprising the iTunes Store, the iBookstore and the iOS App Store. Apple also includes a  
 12 copy of iTunes and the Mac App Store as part of the OS X operating system installed on each of its  
 13 OS X devices thereby giving its OS X customers easy access to software that connects the OS X  
 14 device to the Apple servers comprising the iTunes Store and the Mac App Store. Apple further  
 15 induces infringement by encouraging end users of its iOS and OS X devices to connect to these  
 16 online stores through advertising and other means. *See, e.g.,* Apple commercials at  
 17 <http://www.youtube.com/watch?v=Id09iGeFAZ8> (iBookstore);  
 18 <http://www.youtube.com/watch?v=AZydfZLP8xk> (App Store) and  
 19 <http://www.youtube.com/watch?v=87Rt67Ksuwo> (iTunes). Apple knows that when its customers  
 20 and end users of its iOS and OS X devices connect to the Apple servers that comprise the iTunes  
 21 Store, the iBookstore and/or the iOS and Mac App Store using an iOS or OS X device those  
 22 customers and end users directly or jointly infringe the '133 patent. Apple encourages this activity  
 23 and thus induces infringement of the '133 patent.

24 236. Apple is not licensed or otherwise authorized by Intertrust to practice and/or  
 25 contributorily the claims of the '133 patent.

26 237. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
 27 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
 28 '133 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple

1 needed to implement the infringing products and services and/or licensed the '133 patent to Apple so  
2 that Apple could implement these products and services. As a result of Apple's infringement,  
3 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
4 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
5 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
6 for a licensing agreement that includes the '133 patent.

7 238. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
8 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
9 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
10 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
11 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
12 not issue. The public interest would be served by issuance of an injunction.

13 239. Apple's infringement of the '133 patent has been and continues to be willful and  
14 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

15 240. Apple's infringement of the '133 patent is exceptional and entitles Intertrust to  
16 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### 17 **COUNT XIX**

#### 18 **(Apple's Infringement of U.S. Patent No. 7,581,092)**

19 241. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
20 1 through 32 set forth above as though fully set forth herein.

21 242. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
22 and to U.S. Patent No. 7,581,092 ("the '092 patent"), titled "Systems And Methods Using  
23 Cryptography To Protect Secure Computing Environments," duly and legally issued by the United  
24 States Patent and Trademark Office on August 25, 2009, including the right to bring this suit for  
25 injunctive relief and damages. A true and correct copy of the caption page and claims of the '092  
26 patent is attached hereto as Exhibit 19. The '092 patent is related to the '721 patent, a complete copy  
27 of which is attached hereto as Exhibit 8. A complete copy of the '092 patent can be made available to  
28 the Court upon request. In addition, a complete copy of the '092 patent will be served on Apple.



1           243. The '092 patent is valid and enforceable.

2           244. Apple has directly infringed and is currently directly infringing the '092 patent by  
3 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
4 products, methods, equipment, and/or services that practice one or more claims of the '092 patent,  
5 including but not limited to Apple's iPhone, iPad, iPod touch, MacBook Air, MacBook Pro, Mac  
6 mini, iMac, and Mac Pro products, as well as Apple's Safari software applications and/or services  
7 including Safari extensions (collectively, "the '092 Accused Products").

8           245. Apple has had actual knowledge of both Intertrust's rights in the '092 patent and  
9 details of Apple's infringement of the '092 patent because Intertrust brought the '092 patent to Apple's  
10 attention before the filing date of this First Amended Complaint. In addition, Apple is also aware  
11 that Intertrust licensed the '721 patent, the parent of the '092 patent, among others, to Microsoft in  
12 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
13 Armstrong.

14           246. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
15 manufacture, use, import, offer for sale, or sell the '092 Accused Products with knowledge of or  
16 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
17 the '092 patent. When used for their intended purpose, the '092 Accused Products perform all of the  
18 steps of one or more method claims of the '092 patent. Apple has induced and continues to induce  
19 others to infringe the '092 patent in violation of 35 U.S.C. § 271 by providing its customers with the  
20 '092 Accused Products that when used as intended by Apple—for example, to download, authorize,  
21 update, and execute apps—practice the '092 patent's inventions for using public key/digital signature  
22 cryptography to protect computing environments from harmful load modules, executables and other  
23 data elements, with intent that those performing the acts infringe the '092 patent. For example, Apple  
24 induces content developers for the '092 Accused Products to infringe the '092 patent by requiring  
25 them to develop Safari Extensions with digital signatures that are different than that of the original  
26 signature associated with the Safari app. *See, e.g.*, "Safari Extensions Development Guide," at p. 18  
27 ("An extension consists of an extension package—a signed, compressed folder with the .safariextz  
28 extension, containing all your extension's files and a generated plist file that tells Safari how your

1 extension is organized and what it does"). Apple also advertises the Safari app and its extensions on  
2 its website, thus inducing and encouraging end users of the '092 Accused Products to download the  
3 app and extensions to their local computers, which then infringe the patent. *See, e.g.,* "Safari  
4 Extensions Gallery," <http://extensions.apple.com/> ("Safari Extensions are a great way for you to add  
5 new features to Safari. Built by developers, Safari Extensions use the latest HTML5, CSS3, and  
6 JavaScript web technologies. And they're digitally signed for improved security."). Apple also  
7 induces and encourages end users to update iOS apps using the patented technology. Accordingly,  
8 Apple is inducing content developers for, and end users of, the '092 Accused Products to directly or  
9 jointly infringe the '092 patent.

10 247. Apple knows that infringing components of the '092 Accused Products are especially  
11 made or especially adapted for use in the infringement of the '092 patent. The infringing components  
12 of these products are not staple articles or commodities of commerce suitable for substantial non-  
13 infringing use, and the infringing components of these products are a material part of the invention of  
14 the '092 patent. For example, Apple sell the Safari extensions through the Safari Extensions Gallery,  
15 and these Safari extensions are components that have no substantial non-infringing use, are material  
16 to practicing the invention, and are especially made or adapted for use in an infringement. Since  
17 these extensions are digitally signed in a manner that differs from Safari's own signature, their  
18 installation on the '092 Accused Products involves the authentication of an associated digital  
19 signature that necessarily constitutes infringement of '092 patent. Accordingly, Apple is also  
20 contributing to the direct infringement of the '092 patent by the end users of these products.

21 248. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
22 practice and/or induce third parties to practice the claims of the '092 patent.

23 249. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
24 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
25 '092 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
26 needed to implement the infringing products and services and/or licensed the '092 patent to Apple so  
27 that Apple could implement these products and services. As a result of Apple's infringement,  
28 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have

1 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
2 reasonable royalty based in part on the \$440 million paid by Microsoft for a licensing agreement that  
3 includes the '092 patent.

4 250. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
5 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
6 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
7 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
8 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
9 not issue. The public interest would be served by issuance of an injunction.

10 251. Apple's infringement of the '092 patent has been and continues to be willful and  
11 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

12 252. Apple's infringement of the '092 patent is exceptional and entitles Intertrust to  
13 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

14 **COUNT XX**

15 **(Apple's Infringement of U.S. Patent No. 7,590,853)**

16 253. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
17 1 through 32 set forth above as though fully set forth herein.

18 254. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
19 and to U.S. Patent No. 7,590,853 ("the '853 patent"), entitled "Systems And Methods Using  
20 Cryptography To Protect Secure Computing Environments," duly and legally issued by the United  
21 States Patent and Trademark Office on September 15, 2009, including the right to bring this suit for  
22 injunctive relief and damages. A true and correct copy of the caption page and claims of the '853  
23 patent is attached hereto as Exhibit 20. The '853 patent is related to the '721 patent, a complete copy  
24 of which is attached hereto as Exhibit 8. A complete copy of the '853 patent can be made available to  
25 the Court upon request. In addition, a complete copy of the '853 patent will be served on Apple.

26 255. The '853 patent is valid and enforceable.

27 256. Apple has directly infringed and is currently directly infringing the '853 patent by  
28 making, using, selling, offering for sale, and/or importing into the United States, without authority,

1 products, methods, equipment, and/or services that practice one or more claims of the '853 patent,  
2 including but not limited to Apple's iPhone, iPad, iPod, iPod touch, Apple TV, MacBook Air,  
3 MacBook Pro, Mac mini, iMac and Mac Pro products, as well as Apple's iOS App Store and Mac  
4 App Store software applications and/or services (collectively, "the '853 Accused Products").

5 257. Apple has had actual knowledge of both Intertrust's rights in the '853 patent and  
6 details of Apple's infringement of the '853 patent because Intertrust brought the '853 patent to Apple's  
7 attention before the filing date of this First Amended Complaint. In addition, Apple is also aware  
8 that Intertrust licensed the '721 patent, the parent of the '853 patent, among others, to Microsoft in  
9 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge  
10 Armstrong.

11 258. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
12 manufacture, use, import, offer for sale, or sell the '853 Accused Products with knowledge of or  
13 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
14 the '853 patent. When used for their intended purpose, the '853 Accused Products perform all of the  
15 steps of one or more method claims of the '853 patent. Apple has induced and continues to induce  
16 others to infringe the '853 patent in violation of 35 U.S.C. § 271 by providing its customers and/or  
17 end users with the '853 Accused Products that when used as intended by Apple—for example, to  
18 download, authorize, and execute apps—practice the '853 patent's inventions for using public  
19 key/digital signature cryptography to protect computing environments from harmful load modules,  
20 executables and other data elements, with intent that those performing the acts infringe the '853  
21 patent. For example, Apple induces content developers to infringe the '853 patent by requiring them  
22 to digitally sign their apps before submitting them to its iOS App Store for verification. *See, e.g.,*  
23 "iOS Security," published by Apple Inc., at p. 5 ("In order to develop and install apps on iOS devices,  
24 developers must register with Apple and join the iOS Developer Program. The real-world identity of  
25 each developer, whether an individual or a business, is verified by Apple before their certificate is  
26 issued. This certificate enables developers to sign apps and submit them to the App Store for  
27 distribution."). Apple also induces infringement by encouraging content developers to infringe the  
28 '853 patent by encouraging them to develop in-house enterprise apps for the '853 Accused Products,

1 and then requiring them to digitally sign those apps prior to distribution. *See, e.g.*, "iOS Developer  
2 Program User Guide," published by Apple Inc., at p. 48 ("Enrolled iOS Developers in the Enterprise  
3 program have the ability to distribute their in-house applications without the requirement of  
4 identifying individual devices or submitting the application to the App Store."); iPhone OS  
5 Enterprise Development Guide, published by Apple Inc., at p. 64 ("Applications you distribute to  
6 users must be signed with your distribution certificate."). Apple also encourages and facilitates the  
7 end users of the '853 Accused Products to download apps from the iOS and Mac App Store to their  
8 devices in its product user guides, including the iPhone User Guides. *See, e.g.*, "iPhone User Guide  
9 for iOS 5.1," published by Apple Inc., at p. 120 ("You can search for, browse, review, purchase, and  
10 download apps from the App Store directly to iPhone."). Accordingly, Apple is inducing content  
11 developers for, and end users of, the '853 Accused Products to directly or jointly infringe the '853  
12 patent.

13         259. Apple also contributes to the infringement of the '853 patent in violation of 35 U.S.C.  
14 § 271. Apple knows that infringing components of the '853 Accused Products are especially made or  
15 especially adapted for use in the infringement of the '853 patent. The infringing components of these  
16 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
17 use, and the infringing components of these products are a material part of the invention of the '853  
18 patent. Apple contributes to the infringement of the '853 patent by distributing distribution  
19 provisioning profiles to developers and enterprise users, and by installing components comprising  
20 code, designed and built by Apple, on the '853 Accused Products. The components comprising code  
21 are used to accommodate the use of enterprise and developer apps on iOS devices to which  
22 provisioning profiles have been distributed, and to accommodate the use of third-party signed apps  
23 on OS X devices. *See, e.g.*, "iPhone OS Enterprise Development Guide," published by Apple Inc., at  
24 p. 64 ("Distribution provisioning profiles let you create applications that your users can use on their  
25 device. You create an enterprise distribution provisioning profile for a specific application, or  
26 multiple applications, by specifying the App ID that is authorized by the profile. If a user has an  
27 application, but doesn't have a profile that authorizes its use, the user isn't able to use the  
28 application."). These distribution provisioning profiles and code components that Apple provides are

1 separable from Apple's products, material to practicing the '853 patent's inventions for using public  
2 key/digital signature cryptography to protect computing environments from harmful load modules,  
3 executables and other data elements, and have no substantial non-infringing use. Accordingly, Apple  
4 is also contributing to the direct infringement of the '853 patent by the end users of these products.

5 260. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
6 practice and/or induce third parties to practice the claims of the '853 patent.

7 261. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
8 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
9 '853 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
10 needed to implement the infringing products and services and/or licensed the '853 patent to Apple so  
11 that Apple could implement these products and services. As a result of Apple's infringement,  
12 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
13 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
14 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
15 for a licensing agreement that includes the '853 patent.

16 262. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
17 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
18 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
19 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
20 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
21 not issue. The public interest would be served by issuance of an injunction.

22 263. Apple's infringement of the '853 patent has been and continues to be willful and  
23 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

24 264. Apple's infringement of the '853 patent is exceptional and entitles Intertrust to  
25 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**COUNT XXI**

**(Apple's Infringement of U.S. Patent No. 7,844,835)**

265. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

266. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 7,844,835 ("the '835 patent"), titled "Systems And Methods For Secure Transaction Management And Electronic Rights Protection," duly and legally issued by the United States Patent and Trademark Office on November 30, 2010, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the caption page and claims of the '835 patent is attached hereto as Exhibit 21. The '835 patent is related to the '900 patent, a complete copy of which is attached hereto as Exhibit 1. A complete copy of the '835 patent can be made available to the Court upon request. In addition, a complete copy of the '835 patent will be served on Apple.

267. The '835 patent is valid and enforceable.

268. Apple has directly infringed and is currently directly infringing the '835 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods, equipment, and/or services that practice one or more claims of the '835 patent, including but not limited to Apple's iPhone, iPad, iPod touch, Apple TV, MacBook Air, MacBook Pro, Mac mini, iMac, and Mac Pro products (collectively, "the '835 Accused Products").

269. Apple has had actual knowledge of both Intertrust's rights in the '835 patent and details of Apple's infringement of the '835 patent because Intertrust brought the '835 patent to Apple's attention before the filing date of this First Amended Complaint. In addition, Apple is also aware that Intertrust licensed the '891 and '193 patents, sisters of the '835 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

270. Notwithstanding Apple's actual notice of infringement, Apple continues to manufacture, use, import, offer for sale, or sell the '835 Accused Products with knowledge of or willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe the '835 patent. When used for their intended purpose, the '835 Accused Products perform all of the



1 steps of one or more method claims of the '835 patent. Apple has induced and continues to induce  
2 others to infringe the '835 patent in violation of 35 U.S.C. § 271 by encouraging and facilitating  
3 others to practice the '835 patent's inventions for controlling use of data items with intent that those  
4 performing the acts infringe the '835 patent. For example, Apple induces infringement by  
5 encouraging end users to download content from the iTunes Store, the iBookstore and the App Store  
6 using the '835 Accused Products. Apple includes iTunes, iBooks and the App store on every iOS  
7 device, thereby giving its customers easy access to the iTunes Store, the iBookstore and the App  
8 Store for downloading content from Apple. Apple further induces infringement by encouraging end  
9 users of the '835 Accused Products to download content from these online stores through advertising  
10 and other means. *See, e.g.*, Apple commercials at <http://www.youtube.com/watch?v=Id09iGeFAZ8>  
11 (iBookstore); <http://www.youtube.com/watch?v=AZydfZLP8xk> (App Store). Apple knows that,  
12 because of the security features built into the '835 Accused Products and Apple's system for digital  
13 rights management associated with much of the content downloaded from these online stores, Apple's  
14 customers directly infringe the '835 patent when they download Apple content from the iTunes Store,  
15 the iBookstore and/or the App Store using a '835 Accused Product. Apple encourages this activity  
16 and thus induces infringement of the '835 patent. The end users of these products then directly or  
17 jointly infringe the '835 patent.

18 271. Apple also contributes to the infringement of the '835 patent in violation of 35 U.S.C.  
19 § 271. Apple knows that infringing components of the '835 Accused Products are especially made or  
20 especially adapted for use in the infringement of the '835 patent. The infringing components of these  
21 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
22 use, and the infringing components of these products are a material part of the invention of the '835  
23 patent. For example, iTunes, iBooks, the iOS App Store, and the Mac App store each includes digital  
24 rights management software associated with Apple's FairPlay digital rights management system to  
25 govern the use of content downloaded from these online stores. Apple knows that the digital rights  
26 management software on the '835 Accused Products performs functions constituting a material part  
27 of the inventions claimed in the '835 patent, including, for example, decrypting the content  
28 downloaded from these online stores and applying controls to govern the use of that content. The

1 digital rights management software is a component of the '835 Accused Products and is designed  
2 specifically for use within the '835 Accused Products. On information and belief, this software has  
3 no substantial use that does not contribute to those products' infringement of the claims of the '835  
4 patent. Accordingly, Apple is also contributing to the direct infringement of the '835 patent by the  
5 end users of these products.

6 272. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
7 practice and/or induce third parties to practice the claims of the '835 patent.

8 273. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
9 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
10 '835 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
11 needed to implement the infringing products and services and/or licensed the '835 patent to Apple so  
12 that Apple could implement these products and services. As a result of Apple's infringement,  
13 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
14 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
15 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
16 for a licensing agreement that includes the '835 patent.

17 274. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
18 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
19 damage to Intertrust, for which Intertrust has no adequate remedy at law, and Intertrust will continue  
20 to suffer such irreparable injury unless Apple's continuing acts of infringement are enjoined by the  
21 Court. The hardships that an injunction would impose are less than those faced by Intertrust should  
22 an injunction not issue. The public interest would be served by issuance of an injunction.

23 275. Apple's infringement of the '835 patent has been and continues to be willful and  
24 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

25 276. Apple's infringement of the '835 patent is exceptional and entitles Intertrust to  
26 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**COUNT XXII****(Apple's Infringement of U.S. Patent No. 7,904,707)**

277. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs 1 through 32 set forth above as though fully set forth herein.

278. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to U.S. Patent No. 7,904,707 ("the '707 patent"), titled "Systems And Methods Using Cryptography To Protect Secure Computing Environments," duly and legally issued by the United States Patent and Trademark Office on March 8, 2011, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the caption page and claims of the '707 patent is attached hereto as Exhibit 22. The '707 patent is related to the '721 patent, a complete copy of which is attached hereto as Exhibit 8. A complete copy of the '707 patent can be made available to the Court upon request. In addition, a complete copy of the '707 patent will be served on Apple.

279. The '707 patent is valid and enforceable.

280. Apple has directly infringed and is currently directly infringing the '707 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods, equipment, and/or services that practice one or more claims of the '707 patent, including but not limited to Apple's iPhone, iPad, iPod touch, and Apple TV products (collectively, "the '707 Accused Products").

281. Apple has had actual knowledge of both Intertrust's rights in the '707 patent and details of Apple's infringement of the '707 patent since no later than the filing date of this First Amended Complaint. In addition, Apple is also aware that Intertrust licensed the '721 patent, the parent of the '707 patent, among others, to Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft* actions before Judge Armstrong.

282. Apple is not licensed or otherwise authorized by Intertrust to practice the claims of the '707 patent.

283. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the '707 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple

1 needed to implement the infringing products and services and/or licensed the '707 patent to Apple so  
2 that Apple could implement these products and services. As a result of Apple's infringement,  
3 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
4 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
5 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
6 for a licensing agreement that includes the '707 patent.

7 284. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
8 products. Apple's continuing acts of infringement are therefore irreparably harming and causing  
9 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
10 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
11 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
12 not issue. The public interest would be served by issuance of an injunction.

13 285. Apple's infringement of the '707 patent has been and continues to be willful and  
14 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

15 286. Apple's infringement of the '707 patent is exceptional and entitles Intertrust to  
16 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

### 17 **COUNT XXIII**

#### 18 **(Apple's Infringement of U.S. Patent No. 7,925,898)**

19 287. Plaintiff re-alleges and incorporates by reference each of the allegations of paragraphs  
20 1 through 32 set forth above as though fully set forth herein.

21 288. Intertrust is the current exclusive owner and assignee of all right, title, and interest in  
22 and to U.S. Patent No. 7,925,898 ("the '898 patent"), titled "Systems And Methods Using  
23 Cryptography To Protect Secure Computing Environments," duly and legally issued by the United  
24 States Patent and Trademark Office on April 12, 2011, including the right to bring this suit for  
25 injunctive relief and damages. A true and correct copy of the caption page and claims of the '898  
26 patent is attached hereto as Exhibit 23. The '898 patent is related to the '721 patent, a complete copy  
27 of which is attached hereto as Exhibit 8. A complete copy of the '898 patent can be made available to  
28 the Court upon request. In addition, a complete copy of the '898 patent will be served on Apple.

1           289. The '898 patent is valid and enforceable.

2           290. Apple has directly infringed and is currently directly infringing the '898 patent by  
3 making, using, selling, offering for sale, and/or importing into the United States, without authority,  
4 products, methods, equipment, and/or services that practice one or more claims of the '898 patent,  
5 including but not limited to Apple's iPhone, iPad, and iPod touch products (collectively, "the '898  
6 Accused Products").

7           291. Apple has had actual knowledge of both Intertrust's rights in the '898 patent and  
8 details of Apple's infringement of the '898 patent because Intertrust brought the '898 patent to  
9 Apple's attention before the filing date of the Original Complaint. In addition, Apple is also  
10 aware that Intertrust licensed the '721 patent, the parent of the '898 patent, among others, to  
11 Microsoft in 2004 as part of a \$440 million licensing agreement that resolved the *Microsoft*  
12 actions before Judge Armstrong.

13           292. Notwithstanding Apple's actual notice of infringement, Apple has continued to  
14 manufacture, use, import, offer for sale, or sell the '898 Accused Products with knowledge of or  
15 willful blindness to the fact that its actions will induce Apple's customers and/or end users to infringe  
16 the '898 patent. When used for their intended purpose, the '898 Accused Products perform all of the  
17 steps of one or more method claims of the '898 patent. Apple has induced and continues to induce  
18 others to infringe the '898 patent in violation of 35 U.S.C. § 271 by providing its customers and/or  
19 end users with the '898 Accused Products that when used as intended by Apple—for example, to  
20 download, authorize, and execute apps—practice the '898 patent's inventions for using cryptography  
21 to protect computing environments from harmful load modules, executables and other data elements.  
22 For example, Apple incorporates software into the '898 Accused Products enabling an end user to  
23 infringe the '898 patent using iOS to open apps. Moreover, Apple promotes infringing aspects of iOS  
24 and teaches its customers and end users how to open apps using iOS in an infringing manner. For  
25 example, an Apple iPad manual explains: "Opening and switching between apps...To go to the  
26 Home screen, press the Home button...Open an app: Tap it." *See* iPad User Guide for iOS 6.1  
27 software (2013), published by Apple Inc., available at  
28 [http://manuals.info.apple.com/en\\_US/ipad\\_user\\_guide.pdf](http://manuals.info.apple.com/en_US/ipad_user_guide.pdf). By incorporating software into the '898

1 Accused Products enabling infringement using iOS to open apps, promoting infringing aspects of  
2 iOS and teaching its customers and end users how to use iOS to open apps in an infringing manner,  
3 Apple induces its customers and end users to infringe the '898 patent.

4 293. Apple also contributes to the infringement of the '898 patent in violation of 35 U.S.C.  
5 § 271. Apple knows that infringing components of the '898 Accused Products are especially made or  
6 especially adapted for use in the infringement of the '898 patent. The infringing components of these  
7 products are not staple articles or commodities of commerce suitable for substantial non-infringing  
8 use, and the infringing components of these products are a material part of the invention of the '898  
9 patent. For example, the '898 Accused Products contain infringing components including hardware  
10 and software, for example, that enables the use of iOS to perform code signature checks when  
11 opening an app. The software components Apple provides are separable from the '898 Accused  
12 Products, material to practicing the '898 patent's inventions for using cryptography to protect  
13 computer processing environments, and have no substantial non-infringing use. Moreover, as  
14 explained above, Apple promotes infringing aspects of iOS that are practiced using the software  
15 components Apple provides. In this way, Apple contributes to the infringement of the '898 patent.

16 294. Apple is not licensed or otherwise authorized by Intertrust to practice, contributorily  
17 practice and/or induce third parties to practice the claims of the '898 patent.

18 295. By reason of Apple's infringing activities, Intertrust has suffered, and will continue to  
19 suffer, substantial damages in an amount to be proven at trial. But for Apple's infringement of the  
20 '898 patent, Intertrust would have provided Apple with the patented Intertrust technology that Apple  
21 needed to implement the infringing products and services and/or licensed the '898 patent to Apple so  
22 that Apple could implement these products and services. As a result of Apple's infringement,  
23 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have  
24 accrued to Intertrust from providing its patented technology to Apple, but in no event less than a  
25 reasonable royalty based in part on the present value of the \$440 million paid in 2004 by Microsoft  
26 for a licensing agreement that includes the '898 patent.

27 296. Apple's continuing acts of infringement are the basis of consumer demand for Apple's  
28 products. Apple's continuing acts of infringement are therefore irreparably harming and causing

1 damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer  
2 such irreparable injury unless Apple's continuing acts of infringement are enjoined by the Court. The  
3 hardships that an injunction would impose are less than those faced by Intertrust should an injunction  
4 not issue. The public interest would be served by issuance of an injunction.

5 297. Apple's infringement of the '898 patent has been and continues to be willful and  
6 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

7 298. Apple's infringement of the '898 patent is exceptional and entitles Intertrust to  
8 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff respectfully prays for the following relief:

11 A. A judgment that Apple has infringed each and every one of the Asserted Patents;

12 B. A preliminary and permanent injunction against Apple, its respective officers, agents,  
13 servants, employees, attorneys, parent and subsidiary corporations, assigns and successors in interest,  
14 and those persons in active concert or participation with them, enjoining them from infringement,  
15 inducement of infringement, and contributory infringement of each and every one of the Asserted  
16 Patents, including but not limited to an injunction against making, using, selling, and/or offering for  
17 sale within the United States, and/or importing into the United States, any products and/or services  
18 that infringe the Asserted Patents;

19 C. Lost profit damages resulting from Apple's infringement of the Asserted Patents;

20 D. A reasonable royalty for Apple's use of Intertrust's patented technology, as alleged  
21 herein;

22 E. Prejudgment interest;

23 F. Post-judgment interest;

24 G. A judgment holding Apple's infringement of the Asserted Patents to be willful, and a  
25 trebling of damages pursuant to 35 U.S.C. § 284;



1 H. A declaration that this Action is exceptional pursuant to 35 U.S.C. § 285, and an award  
2 to Intertrust of its attorneys' fees, costs and expenses incurred in connection with this Action; and

3 I. Such other relief as the Court deems just and equitable.  
4

5 DATED: June 7, 2013

Respectfully submitted,

7 By: /s/ Robert P. Feldman

8 Robert P. Feldman

9 Linda J. Brewer

Frederick A. Lorig

QUINN EMANUEL URQUHART & SULLIVAN, LLP

10 *Attorneys for Plaintiff Intertrust Technologies Corp.*  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all matters and issues triable by jury.

DATED: June 7, 2013

Respectfully submitted,

By: /s/ Robert P. Feldman

Robert P. Feldman

Linda J. Brewer

Frederick A. Lorig

QUINN EMANUEL URQUHART & SULLIVAN, LLP

*Attorneys for Plaintiff Intertrust Technologies Corp.*