

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

ZOND, INC.,

Plaintiff,

v.

ADVANCED MICRO DEVICES, INC.,  
GLOBALFOUNDRIES U.S., INC.,  
GLOBALFOUNDRIES DRESDEN  
MODULE ONE LLC & CO. KG, and  
GLOBALFOUNDRIES DRESDEN  
MODULE TWO LLC & CO. KG

Defendants.

CIVIL ACTION NO. 13-cv-11577-DPW

**JURY TRIAL DEMANDED**

**FOURTH AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Zond, Inc. (“Zond”) files this Fourth Amended Complaint for Patent Infringement (“Complaint”) against Defendants Advanced Micro Devices, Inc. (hereinafter, “AMD”), GlobalFoundries U.S., Inc. (hereinafter “GlobalFoundries US”), GlobalFoundries Dresden Module One LLC & Co. KG, and GlobalFoundries Dresden Module Two LLC & Co. KG (hereinafter, collectively, “GlobalFoundries Germany”) wherein, pursuant to 35 U.S.C. §§ 271 and 281, Zond seeks a judgment of infringement by each of AMD, GlobalFoundries US, and GlobalFoundries Germany of U.S. Patent Nos. 6,853,142 (the “142 Patent”), 6,806,652 (the “652 Patent”), 7,604,716 (the “716 Patent”), 7,147,759 (the “759 Patent”), 7,811,421 (the “421 Patent”), 6,805,779 (the “779 Patent”), and 7,808,184 (the “184 Patent”), and damages resulting therefrom pursuant to 35 U.S.C. § 284, as well as a permanent injunction of the infringing activity pursuant to 35 U.S.C. § 283, and such other relief as the Court deems just and proper, and in support thereof alleges as follows:

### **The Parties**

1. Zond is a Delaware corporation with a principal place of business at 137A High Street, Mansfield, MA 02048. Zond wholly owns Zpulser, LLC (“Zpulser”), also based in Mansfield, MA. Zpulser commercializes Zond’s patented technology by manufacturing and selling unique high-power plasma generators.

2. AMD is a Delaware corporation with a principal place of business at One AMD Place, Sunnyvale, CA 94088.

3. Upon information and belief, GlobalFoundries US is a Delaware corporation with a principle place of business at 840 N. McCarthy Blvd., Milpitas, CA 95035. On information and belief, GlobalFoundries US can be served through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Upon information and belief, GlobalFoundries Dresden Module One LLC & Co. KG is a Germany company with a principle place of business at Wilschdorfer Landstraße 101, 01109 Dresden, Germany. On information and belief, GlobalFoundries Dresden Module One LLC & Co. KG operates as a subsidiary of GlobalFoundries US, and is controlled by and/or acts as an agent of GlobalFoundries US.

5. Upon information and belief, GlobalFoundries Dresden Module Two LLC & Co. KG is a Germany with a principle place of business at Wilschdorfer Landstraße 101, 01109 Dresden, Germany. On information and belief, GlobalFoundries Dresden Module Two LLC & Co. KG operates as a subsidiary of GlobalFoundries US, and is controlled by and/or acts as an agent of GlobalFoundries US.

### **Jurisdiction and Venue**

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action concerns infringement of a United States patent.

7. This Court has personal jurisdiction over AMD, GlobalFoundries US and GlobalFoundries Germany at least by virtue of AMD, GlobalFoundries US, and GlobalFoundries Germany having conducted business in this District and having committed one or more acts of infringement in this District.

8. Venue is proper under 28 U.S.C. §§ 1391 and 1400.

### **The Seven (7) Patents-in-Suit**

9. Zond is the owner of the '142 Patent entitled "Methods and Apparatus for Generating High-Density Plasma," which the United States Patent & Trademark Office lawfully and duly issued on February 8, 2005. A true and correct copy of the '142 Patent is attached hereto as Exhibit A.

10. Zond is the owner of the '652 Patent entitled "High-Density Plasma Source Using Excited Atoms," which the United States Patent & Trademark Office lawfully and duly issued on October 19, 2004. A true and correct copy of the '652 Patent is attached hereto as Exhibit B.

11. Zond is the owner of the '716 Patent entitled "Methods and Apparatus for Generating High-Density Plasma," which the United States Patent & Trademark Office lawfully and duly issued on October 20, 2009. A true and correct copy of the '716 Patent is attached hereto as Exhibit C.

12. Zond is the owner of the '759 Patent entitled "High-Power Pulsed Magnetron

Sputtering,” which the United States Patent & Trademark Office lawfully and duly issued on December 12, 2006. A true and correct copy of the ’759 Patent is attached hereto as Exhibit D.

13. Zond is the owner of the ’421 Patent entitled “High Deposition Rate Sputtering,” which the United States Patent & Trademark Office lawfully and duly issued on October 12, 2010. A true and correct copy of the ’421 Patent is attached hereto as Exhibit E.

14. Zond is the owner of the ’779 Patent entitled “Plasma Generation Using Multi-Step Ionization,” which the United States Patent & Trademark Office lawfully and duly issued on October 19, 2004. A true and correct copy of the ’779 Patent is attached hereto as Exhibit F.

15. Zond is the owner of the ’184 Patent entitled “Methods and Apparatus for Generating Strongly-Ionized Plasmas with Ionizational Instabilities,” which the United States Patent & Trademark Office lawfully and duly issued on October 5, 2010. A true and correct copy of the ’184 Patent is attached hereto as Exhibit G.

## **FACTUAL BACKGROUND**

### **1. Zond’s Patented Technology**

16. Founded in 2002, Zond is a technology development company based outside of Boston in Mansfield, Massachusetts. With its President and Co-Founder Dr. Roman Chistyakov at the helm, Zond has been developing a unique plasma discharge technology, which is protected by over 30 patents and patent applications pending throughout the world, including 18 patents that have issued in the United States. Dr. Chistyakov is the named inventor on all seven (7) of Zond’s patents-in-suit. These patents are generally directed to the generation, use and/or applications of a unique plasma discharge technology that employs a

strongly ionized plasma of commercial significance and has wide-ranging applicability in various industries, as described further below.

17. In 2005, Zpulsar was created as the marketing and sales arm of Zond to commercialize Zond's patented technology. Zpulsar offers a revolutionary product line of plasma generators that are commercially practicable and allow for use of the technology in an industrial manufacturing environment. For example, Zpulsar's plasma generators address the importance of voltage rise time, amplitude and/or duration for generating and using strongly ionized plasmas without the detrimental effects of arc discharges, in a manufacturing environment.

18. Zond's strongly ionized plasma technology has application in various industries ranging from consumer products such as razor blades to electronics such as semiconductor chips and flat panel displays, which provides numerous competitive advantages over alternative and older technology. For example, in the semiconductor chip industry, Zond's patented technology allows certain types of strongly ionized plasmas to be generated in an industrial manufacturing environment. Such plasmas can be used for certain critical manufacturing steps for semiconductor chips made using the latest generation of 32 nm and 22 nm and smaller semiconductor process technology. These applications range from forming the critical copper-based interconnects to the unique transistor structures necessary in these new generations of chips.

19. In particular, Zond's patented technology is an enabling technology that can be used to fabricate such chips using a copper interconnect process with exceptional step coverage and seed layer integrity at lower cost per wafer than alternative technologies. The process provides a way to deposit effective barrier and seed layers for the critical

interconnects used in chips manufactured using 32 nm and smaller semiconductor process technology. For example, the manufacturing process for such barrier and seed layers require a way to generate a high-density plasma in order to increase the ionization rate of the sputtered materials such as tantalum, titanium and copper (and other alloys) for use in high-aspect ratio deposition processes. Zond's patented technology can be used to generate such materials, thus facilitating the speed and reliability of the critical copper interconnects needed for chips manufactured using 32 nm and smaller process technology.

20. In addition, Zond's patented technology can be used to deposit the metal films that form the heart of the semiconductor industry's smaller, faster, metal gate transistors manufactured using 32 nm and smaller process technology. Over the past few years, as transistor devices have scaled down, higher aspect ratios have made it more difficult for conventional plasma technology to fill narrow and deep structures while avoiding plasma damage. Zond's patented technology has provided a unique strongly ionized plasmas that has enabled such narrow and deep structures to be filled with the necessary metals in a cost-effective manner. For example, Zond's patented technology allows consistent layers of metal such as NiPt (and other alloys) to be formed at the bottom of the narrow and deep contact holes necessary for chips manufactured using 32 nm and smaller process technology. Zond's patented technology can be used to generate the high-density plasmas in order to increase the ionization rate of the sputtered material needed in such deposition processes.

## **2. AMD's Infringing Products**

21. AMD designs and manufactures advanced integrated digital technology platforms. A platform consists of a microprocessor and chipset, and may be enhanced by additional hardware, software, and services. AMD's platforms, also known as integrated

circuits, are used in a wide range of applications, including PCs, servers and other devices.

22. AMD's integrated circuits are constructed using Complementary Metal–Oxide Semiconductor (“CMOS”) technology. This technology, along with related advances in semiconductor processing, allows AMD to manufacture transistors (the fundamental building block of digital electronics) at smaller and smaller distances between transistors resulting in higher density and more complex circuits.

23. AMD's integrated circuit manufacturing continues to use techniques that use smaller and smaller features for various product cycles. The size of the smallest parts of a transistor is generally referred to as a “node.” AMD's smallest manufacturing nodes are now 32 and 28 nanometers (“nm”). A move to the first processors using smaller manufacturing nodes is expected in the near future.

24. In order to manufacture chips at the 32 and 28 nm and smaller nodes, unique manufacturing processes had to be developed by or for AMD that, on information and belief, employ Zond's patented technology for generating and using strongly ionized plasmas in a manufacturing environment. The accused chips include those made using process steps that employ strongly ionized plasmas including, but not limited to, processes for depositing copper interconnects and contacts, as described above in Paragraph 19 of this Complaint, and metal for metal gate transistors, as described above in Paragraph 20 of this Complaint, as well as other methods of generating and using strongly ionized plasmas to form 32 and 28 nm and smaller chips. The accused chips include AMD's 32 and 28 nm and smaller chips including but not limited to its FX Processors (e.g., FX8xxx, FX 6xxx and FX4xxx series) and Opteron Processors for servers (e.g., 6300 and 4300 Series CPU, 3300 Series CPU, X1150 CPU and X2150 APU) (collectively, the “AMD's Infringing Products”). Discovery is expected to

uncover the full extent of AMD's unlawful use of Zond's patented plasma technology beyond these accused chips already identified through public information.

25. Upon information and belief, magnetron sputtering is used in the manufacturing of AMD's Infringing Products.

26. Upon information and belief, high-density plasmas are used in the manufacturing of AMD's Infringing Products.

27. Upon information and belief, weakly-ionized plasmas are used in the manufacturing of AMD's Infringing Products.

28. Upon information and belief, strongly-ionized plasmas are used in the manufacturing of AMD's Infringing Products.

29. Upon information and belief, the strongly-ionized plasmas used in the manufacturing of AMD's Infringing Products do not have the detrimental effects of arc discharges.

30. Upon information and belief, magnetron sputtering is used to form metal interconnects in AMD's Infringing Products.

31. Upon information and belief, magnetron sputtering is used to deposit metal films used to form the transistors that make up AMD's Infringing Products.

32. Upon information and belief, AMD has had knowledge of Zond's patented technology, including the Patents-in-Suit, prior to the initiation of this action. Specifically, upon information and belief, AMD has attended and participated in numerous industry conferences, including without limitation the 2007 SEMICON WEST and other conferences in the United States, where Zond's patented technology was showcased, including through presentations and marketing materials identifying the Patents-in-Suit. Upon information and



belief, AMD became aware of Zond's patented technology, including the Patents-in-Suit, at least through these presentations and marketing materials.

33. Additionally, AMD has had knowledge of the Patents-in-Suit since at least July 2, 2013, when it was served with the original complaint in this action accompanied by a copy of each of the Patents-in-Suit.

### **3. GlobalFoundries US Infringing Products**

34. Upon information and belief, GlobalFoundries US was created in 2009, when it was "spun off" by AMD as a joint venture with Advanced Technology Investment Company to handle semiconductor production.

35. GlobalFoundries US is a full-service semiconductor foundry, which provides semiconductor manufacturing services for integrated device manufacturer, fabless, and OEM enterprises in the United States and internationally. GlobalFoundries US offers integrated circuits, wafers, and microprocessors for sale, as well as prototyping, mask, and turnkey services to corporations in various industries, such as mobile communications, consumer electronics, and computer networking.

36. AMD remains one of GlobalFoundries US's largest customers.

37. GlobalFoundries US's wafer fabrication continues to use techniques that use smaller and smaller features for various product cycles. The size of the smallest parts of a transistor is generally referred to by GlobalFoundries US as a "node". Upon information and belief, GlobalFoundries US's smallest manufacturing nodes currently marketed are 32 and 28 nm. Upon information and belief, GlobalFoundries US has a roadmap to produce 20 nm and below nodes in the near future.

38. In order to manufacture circuit devices at the 32, 28, and 20 nm and smaller

nodes, *e.g.*, AMD's 32 nm Lynx (Llano) desktop processors and 32nm Virgo (Trinity) desktop processors, unique manufacturing processes had to be developed by or for GlobalFoundries US that, on information and belief, employ Zond's patented technology for generating and using strongly ionizing plasmas in a manufacturing environment ("GlobalFoundries US Infringing Products"). On information and belief, GlobalFoundries US Infringing Products are manufactured using process steps and equipment that employ strongly ionized plasmas, including, but not limited to, processes for depositing interconnects and contacts, as described above in Paragraph 19 of this Complaint, and metal for metal gate transistors, as described above in Paragraph 20 of this Complaint, as well as other methods of generating and using strongly ionized plasmas to form 32, 28, and 20 nm node and smaller devices. The accused devices include all GlobalFoundries US integrated circuits, wafers, and microprocessors produced by an infringing process that individually, or when separated into individual infringing components, are incorporated into any and all AMD Infringing Products and/or GlobalFoundries US Infringing Products. Discovery is expected to uncover the full extent of GlobalFoundries US's unlawful use of Zond's patented plasma technology beyond these accused devices identified through public information.

39. Upon information and belief, magnetron sputtering is used in the manufacturing of GlobalFoundries US Infringing Products.

40. Upon information and belief, high-density plasmas are used in the manufacturing of GlobalFoundries US Infringing Products.

41. Upon information and belief, weakly-ionized plasmas are used in the manufacturing of GlobalFoundries US Infringing Products.

42. Upon information and belief, strongly-ionized plasmas are used in the

manufacturing of GlobalFoundries US Infringing Products

43. Upon information and belief, strongly ionized plasmas used in the manufacturing of GlobalFoundries US Infringing Products do not have the detrimental effects of arc discharges.

44. Upon information and belief, magnetron sputtering is used to deposit metal films used to form transistors that make up GlobalFoundries US Infringing Products.

45. GlobalFoundries US has had knowledge of Zond's patented technology, including the Patents-in-Suit, prior to the initiation of this action. Specifically, AMD had knowledge of the Patents-in-Suit prior to the spin off of GlobalFoundries US, as pled in Paragraph 32 above. Upon information and belief, knowledge that AMD had of the Patents-in-Suit when GlobalFoundries US was spun off was also known by GlobalFoundries US after the spin off.

46. Furthermore, upon information and belief, GlobalFoundries US has had knowledge of the Patents-in-Suit and its infringement at least since about July 2, 2013, when its contract customer AMD was served with a copy of the original complaint accompanied by a copy of each of the Patents-in-Suit.

47. GlobalFoundries US again was made aware of the Patents-in-Suit and its infringement on or about November 22, 2013, when it received a cease-and-desist letter sent from Zond to GlobalFoundries US. This letter included as an attachment the original complaint in this action, listed each of the seven Patents-in-Suit, informed GlobalFoundries US of its infringing activity, and requested that GlobalFoundries US cease and desist any and all infringing activity.

48. Additionally, GlobalFoundries US has had knowledge of the Patents-in-Suit

and its infringement upon service of the Third Amended Complaint in this action, accompanied by a copy of each of the Patents-in-Suit, on December 6, 2013.

#### **4. GlobalFoundries Germany Infringing Products**

49. Upon information and belief, GlobalFoundries Germany was created in 2009, when it was “spun off” by AMD as a joint venture with Advanced Technology Investment Company to handle semiconductor production. Specifically, upon information and belief, one or both of the GlobalFoundries Germany entities was formerly known as AMD Fab 36 Limited Liability Company & Co. KG, a subsidiary of AMD.

50. GlobalFoundries Germany is a full-service semiconductor foundry, which provides semiconductor manufacturing services for integrated device manufacturer, fabless, and OEM enterprises in the United States and internationally. GlobalFoundries Germany offers integrated circuits, wafers, and microprocessors for sale, as well as prototyping, mask, and turnkey services to corporations in various industries, such as mobile communications, consumer electronics, and computer networking.

51. AMD remains one of GlobalFoundries Germany’s largest customers.

52. GlobalFoundries US has represented that GlobalFoundries Germany is its “Germany facility” responsible for manufacturing the AMD Infringing Products.

53. GlobalFoundries US has also represented that the persons knowledgeable about manufacturing of the AMD Infringing Products are located at GlobalFoundries Germany, its “German facility.”

54. GlobalFoundries Germany’s wafer fabrication continues to use techniques that use smaller and smaller features for various product cycles. The size of the smallest parts of a transistor is generally referred to by GlobalFoundries Germany as a “node”. Upon

information and belief, GlobalFoundries Germany's smallest manufacturing nodes currently marketed are 32 and 28 nm. Upon information and belief, GlobalFoundries Germany has a roadmap to produce 20 nm and below nodes in the near future.

55. In order to manufacture circuit devices at the 32, 28, and 20 nm and smaller nodes, *e.g.*, AMD's 32 nm Lynx (Llano) desktop processors, 32nm Virgo (Trinity) desktop processors, unique manufacturing processes had to be developed by or for GlobalFoundries Germany that, on information and belief, employ Zond's patented technology for generating and using strongly ionizing plasmas in a manufacturing environment ("GlobalFoundries Germany Infringing Products"). On information and belief, GlobalFoundries Germany Infringing Products are manufactured using process steps that employ strongly ionized plasmas, including, but not limited to, processes for depositing interconnects and contacts, as described above in Paragraph 19 of this Complaint, and metal for metal gate transistors, as described above in Paragraph 20 of this Complaint, as well as other methods of generating and using strongly ionized plasmas to form 32, 28, and 20 nm node and smaller devices. The accused devices include all GlobalFoundries Germany integrated circuits, wafers, and microprocessors produced by an infringing process that individually, or when separated into individual infringing components, are incorporated into any and all AMD Infringing Products. Discovery is expected to uncover the full extent of GlobalFoundries Germany's unlawful use of Zond's patented plasma technology beyond these accused devices identified through public information.

56. Upon information and belief, magnetron sputtering is used in the manufacturing of GlobalFoundries Germany Infringing Products.

57. Upon information and belief, high-density plasmas are used in the

manufacturing of GlobalFoundries Germany Infringing Products.

58. Upon information and belief, weakly-ionized plasmas are used in the manufacturing of GlobalFoundries Germany Infringing Products.

59. Upon information and belief, strongly-ionized plasmas are used in the manufacturing of GlobalFoundries Germany Infringing Products

60. Upon information and belief, strongly ionized plasmas used in the manufacturing of GlobalFoundries Germany Infringing Products do not have the detrimental effects of arc discharges.

61. Upon information and belief, magnetron sputtering is used to deposit metal films used to form transistors that make up GlobalFoundries Germany Infringing Products.

62. GlobalFoundries Germany has had knowledge of Zond's patented technology, including the Patents-in-Suit, prior to the initiation of this action. Specifically, AMD had knowledge of the Patents-in-Suit prior to the spin off of GlobalFoundries Germany, as pled in Paragraph 32 above. Upon information and belief, knowledge that AMD had of the Patents-in-Suit when GlobalFoundries Germany was spun off was also known by GlobalFoundries Germany after the spin off.

63. Furthermore, upon information and belief, GlobalFoundries Germany has had knowledge of the Patents-in-Suit and its infringement at least since about July 2, 2013, when its contract customer AMD was served with a copy of the original complaint accompanied by a copy of each of the Patents-in-Suit.

64. Upon information and belief, GlobalFoundries Germany was given additional notice of the patents and its infringement prior to the filing of the claims against GlobalFoundries Germany when AMD conducted an investigation of people with knowledge

of the processes used in the manufacture of the AMD Infringing Products in connection with its infringement disclosures in this case.

65. Upon information and belief, GlobalFoundries Germany again was made aware of the Patents-in-Suit and its infringement on or about November 22, 2013, when it received, through its parent and/or agent GlobalFoundries US, a cease-and-desist letter sent by Zond. This letter included as an attachment the original complaint in this action, listed each of the seven Patents-in-Suit, informed GlobalFoundries US of its infringing activity, and requested that GlobalFoundries US cease and desist any and all infringing activity.

66. Upon information and belief, GlobalFoundries Germany was also given notice of the Patents-in-Suit and its infringement when, prior to the filing of the claims against GlobalFoundries Germany, Zond filed its claims of infringement of the Patents-in-Suit against GlobalFoundries US, the parent and/or agent of GlobalFoundries Germany.

67. Additionally, upon information and belief, GlobalFoundries Germany was given notice of the Patents-in-Suit and its infringement when, prior to the filing of the claims against GlobalFoundries Germany, counsel for GlobalFoundries US conducted an investigation to determine which entities in Germany are responsible for manufacturing the AMD Infringing Products, and identified GlobalFoundries Germany.

68. Additionally, GlobalFoundries Germany will have notice of the Patents-in-Suit and its infringement upon service of this Complaint accompanied by a copy of each of the Patents-in-Suit.

**FIRST CLAIM FOR RELIEF  
(AMD's Direct Infringement and Post-Filing Induced Infringement of the '142 Patent)**

69. Zond incorporates by reference Paragraphs 1 through 33 of the Complaint as if

set forth here in full.

70. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '142 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

71. Upon information and belief, upon knowledge of the '142 Patent, AMD has been inducing infringement of the '142 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '142 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 31 of the '142 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '142 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '142 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '142 Patent since the initiation of this action, when it



was provided notice of the '142 Patent on July 2, 2013.

72. As a result of AMD's infringement of the '142 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

73. AMD will continue to infringe the '142 Patent unless and until it is enjoined by this Court.

74. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**SECOND CLAIM FOR RELIEF  
(AMD's Direct Infringement and Post-Filing Induced Infringement of the '652 Patent)**

75. Zond incorporates by reference Paragraphs 1 through 33, and 69 through 74 of the Complaint as if set forth here in full.

76. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '652 Patent by, using, offering to sell, and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

77. Upon information and belief, upon knowledge of the '652 Patent, AMD has been inducing infringement of the '652 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '652 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 18 of the '652 Patent. Further, upon information and belief, AMD actively

entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '652 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '652 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '652 Patent since the initiation of this action, when it was provided notice of the '652 Patent on July 2, 2013.

78. As a result of AMD's infringement of the '652 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

79. AMD will continue to infringe the '652 Patent unless and until it is enjoined by this Court.

80. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**THIRD CLAIM FOR RELIEF**  
**(AMD's Direct Infringement and Post-Filing Induced Infringement of the '716 Patent)**

81. Zond incorporates by reference Paragraphs 1 through 33 and 69 through 80 of the Complaint as if set forth here in full.

82. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '716 Patent by, using, offering to sell, and selling within

the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

83. Upon information and belief, upon knowledge of the '716 Patent, AMD has been inducing infringement of the '716 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '716 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 14 of the '716 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '716 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '716 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '716 Patent since the initiation of this action, when it was provided notice of the '716 Patent on July 2, 2013.

84. As a result of AMD's infringement of the '716 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate

to compensate for such infringement, which have yet to be determined.

85. AMD will continue to infringe the '716 Patent unless and until it is enjoined by this Court.

86. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**FOURTH CLAIM FOR RELIEF**  
**(AMD's Direct Infringement and Post-Filing Induced Infringement of the '759 Patent)**

87. Zond incorporates by reference Paragraphs 1 through 33 and 69 through 86 of the Complaint as if set forth here in full.

88. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '759 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

89. Upon information and belief, upon knowledge of the '759 Patent, AMD has been inducing infringement of the '759 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '759 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 20 of the '759 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States.

Upon information and belief, AMD' OEMs and ODMs directly infringe the '759 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '759 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '759 Patent since the initiation of this action, when it was provided notice of the '759 Patent on July 2, 2013.

90. As a result of AMD's infringement of the '759 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

91. AMD will continue to infringe the '759 Patent unless and until it is enjoined by this Court.

92. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**FIFTH CLAIM FOR RELIEF**  
**(AMD's Direct Infringement and Post-Filing Induced Infringement of the '421 Patent)**

93. Zond incorporates by reference Paragraphs 1 through 33 and 69 through 92 of the Complaint as if set forth here in full.

94. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '421 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271 (g).

95. Upon information and belief, upon knowledge of the '421 Patent, AMD has

been inducing infringement of the '421 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '421 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 34 of the '421 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '421 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '421 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '421 Patent since the initiation of this action, when it was provided notice of the '421 Patent on July 2, 2013.

96. As a result of AMD's infringement of the '421 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

97. AMD will continue to infringe the '421 Patent unless and until it is enjoined by this Court.

98. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**SIXTH CLAIM FOR RELIEF**  
**(AMD's Direct Infringement and Post-Filing Induced Infringement of the '779 Patent)**

99. Zond incorporates by reference Paragraphs 1 through 33 and 69 through 98 of the Complaint as if set forth here in full.

100. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '779 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

101. Upon information and belief, upon knowledge of the '779 Patent, AMD has been inducing infringement of the '779 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '779 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 30 of the '779 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '779 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling,

offering for sale, and importing such products its OEMs and ODMs directly infringe the '779 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '779 Patent since the initiation of this action, when it was provided notice of the '779 Patent on July 2, 2013.

102. As a result of AMD's infringement of the '779 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

103. AMD will continue to infringe the '779 Patent unless and until it is enjoined by this Court.

104. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**SEVENTH CLAIM FOR RELIEF**  
**(AMD's Direct Infringement and Post-Filing Induced Infringement of the '184 Patent)**

105. Zond incorporates by reference Paragraphs 1 through 33 and 69 through 104 of the Complaint as if set forth here in full.

106. Upon information and belief, AMD has been and is currently directly infringing one or more claims of the '184 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, AMD's Infringing Products, including without limitation under 35 U.S.C. 271(g).

107. Upon information and belief, upon knowledge of the '184 Patent, AMD has been inducing infringement of the '184 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import



AMD's Infringing Products in a manner that constitutes infringement of one or more claims of the '184 Patent. For example, upon information and belief, AMD is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 1 of the '184 Patent. Further, upon information and belief, AMD actively entices its OEMs and ODMs through advertising, marketing and sales activity to use AMD's Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing AMD's Infringing Products in the United States. Upon information and belief, AMD's OEMs and ODMs directly infringe the '184 Patent by using, selling, offering for sale, and importing in the United States products containing AMD's Infringing Products. Upon information and belief, AMD knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '184 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraph 33 above, upon information and belief, AMD has had knowledge of the '184 Patent since the initiation of this action, when it was provided additional notice of the '184 Patent on July 2, 2013.

108. As a result of AMD's infringement of the '184 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from AMD the damages adequate to compensate for such infringement, which have yet to be determined.

109. AMD will continue to infringe the '184 Patent unless and until it is enjoined by this Court.

110. AMD's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until AMD is enjoined by this Court.

**EIGHTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '142 Patent)**

111. Zond incorporates by reference Paragraphs 1 through 110 of the Complaint as if set forth here in full.

112. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '142 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

113. Upon information and belief, upon knowledge of the '142 Patent, GlobalFoundries US has been inducing infringement of the '142 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '142 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 31 of the '142 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '142 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief,

GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '142 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '142 Patent prior to the initiation of this action, and was provided additional notice of the '142 Patent on or about November 22, 2013 and December 6, 2013.

114. Given GlobalFoundries US's knowledge of the '142 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the Global Foundries US Infringing Products in the United States since it became aware of the '142 Patent demonstrate a deliberate and conscious decision to infringe the '142 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '142 Patent, GlobalFoundries US has made the decision to continue to infringe the '142 Patent. All infringement following GlobalFoundries US's knowledge of the '142 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

115. As a result of GlobalFoundries US's infringement of the '142 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

116. GlobalFoundries US will continue to infringe the '142 Patent unless and until it is enjoined by this Court.

117. GlobalFoundries US's acts of infringement have caused and will continue to

cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**NINTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '652 Patent)**

118. Zond incorporates by reference Paragraphs 1 through 117 of the Complaint as if set forth here in full.

119. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '652 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

120. Upon information and belief, upon knowledge of the '652 Patent, GlobalFoundries US has been inducing infringement of the '652 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '652 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 18 of the '652 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '652 Patent by using, selling, offering for sale, and importing in the United States

products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '652 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '652 Patent prior to the initiation of this action, and was provided additional notice of the '652 Patent on or about November 22, 2013 and December 6, 2013.

121. Given GlobalFoundries US's knowledge of the '652 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '652 Patent demonstrate a deliberate and conscious decision to infringe the '652 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '652 Patent, GlobalFoundries US has made the decision to continue to infringe the '652 Patent. All infringement following GlobalFoundries US's knowledge of the '652 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

122. As a result of GlobalFoundries US's infringement of the '652 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

123. GlobalFoundries US will continue to infringe the '652 Patent unless and until it is enjoined by this Court.

124. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**TENTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '716 Patent)**

125. Zond incorporates by reference Paragraphs 1 through 124 of the Complaint as if set forth here in full.

126. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '716 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

127. Upon information and belief, upon knowledge of the '716 Patent, GlobalFoundries US has been inducing infringement of the '716 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '716 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 14 of the '716 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly

infringe the '716 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '716 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '716 Patent prior to the initiation of this action, and was provided additional notice of the '716 Patent on or about November 22, 2013 and December 6, 2013.

128. Given GlobalFoundries US's knowledge of the '716 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '716 Patent demonstrate a deliberate and conscious decision to infringe the '716 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '716 Patent, GlobalFoundries US has made the decision to continue to infringe the '716 Patent. All infringement following GlobalFoundries US's knowledge of the '716 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

129. As a result of GlobalFoundries US's infringement of the '716 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

130. GlobalFoundries US will continue to infringe the '716 Patent unless and until it

is enjoined by this Court.

131. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**ELEVENTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '759 Patent)**

132. Zond incorporates by reference Paragraphs 1 through 131 of the Complaint as if set forth here in full.

133. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '759 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

134. Upon information and belief, upon knowledge of the '759 Patent, GlobalFoundries US has been inducing infringement of the '759 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '759 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 20 of the '759 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the



United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '759 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '759 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '759 Patent prior to the initiation of this action, and was provided additional notice of the '759 Patent on or about November 22, 2013 and December 6, 2013.

135. Given GlobalFoundries US's knowledge of the '759 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '759 Patent demonstrate a deliberate and conscious decision to infringe the '759 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '759 Patent, GlobalFoundries US has made the decision to continue to infringe the '759 Patent. All infringement following GlobalFoundries US's knowledge of the '759 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

136. As a result of GlobalFoundries US's infringement of the '759 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

137. GlobalFoundries US will continue to infringe the '759 Patent unless and until it is enjoined by this Court.

138. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**TWELTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '421 Patent)**

139. Zond incorporates by reference Paragraphs 1 through 138 of the Complaint as if set forth here in full.

140. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '421 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

141. Upon information and belief, upon knowledge of the '421 Patent, GlobalFoundries US has been inducing infringement of the '421 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '421 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 34 of the '421 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and

import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '421 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '421 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '421 Patent prior to the initiation of this action, and was provided additional notice of the '421 Patent on or about November 22, 2013 and December 6, 2013.

142. Given GlobalFoundries US's knowledge of the '421 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '421 Patent demonstrate a deliberate and conscious decision to infringe the '421 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '421 Patent, GlobalFoundries US has made the decision to continue to infringe the '421 Patent. All infringement following GlobalFoundries US's knowledge of the '421 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

143. As a result of GlobalFoundries US's infringement of the '421 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have

yet to be determined.

144. GlobalFoundries US will continue to infringe the '421 Patent unless and until it is enjoined by this Court.

145. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**THIRTEENTH CLAIM FOR RELIEF  
(GlobalFoundries US's Infringement of the '779 Patent)**

146. Zond incorporates by reference Paragraphs 1 through 145 of the Complaint as if set forth here in full.

147. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '779 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

148. Upon information and belief, upon knowledge of the '779 Patent, GlobalFoundries US has been inducing infringement of the '779 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '779 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 30 of the '779 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries

US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '779 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '779 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '779 Patent prior to the initiation of this action, and was provided additional notice of the '779 Patent on or about November 22, 2013 and December 6, 2013.

149. Given GlobalFoundries US's knowledge of the '779 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '779 Patent demonstrate a deliberate and conscious decision to infringe the '779 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '779 Patent, GlobalFoundries US has made the decision to continue to infringe the '779 Patent. All infringement following GlobalFoundries US's knowledge of the '779 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

150. As a result of GlobalFoundries US's infringement of the '779 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from

GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

151. GlobalFoundries US will continue to infringe the '779 Patent unless and until it is enjoined by this Court.

152. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**FOURTEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries US's Infringement of the '184 Patent)**

153. Zond incorporates by reference Paragraphs 1 through 152 of the Complaint as if set forth here in full.

154. Upon information and belief, GlobalFoundries US has been and is currently directly infringing one or more claims of the '184 Patent by manufacturing, using, offering to sell and selling within the United States, and importing into the United States, without authority, the GlobalFoundries US Infringing Products, including without limitation under 35 U.S.C. 271(a) and (g).

155. Upon information and belief, upon knowledge of the '184 Patent, GlobalFoundries US has been inducing infringement of the '184 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries US Infringing Products in a manner that constitutes infringement of one or more claims of the '184 Patent. For example, upon information and belief, GlobalFoundries US is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 1 of the '184 Patent. Further, upon information and belief, GlobalFoundries US actively entices its OEMs

and ODMs through advertising, marketing and sales activity to use GlobalFoundries US Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries US Infringing Products in the United States. Upon information and belief, GlobalFoundries US's OEMs and ODMs directly infringe the '184 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries US Infringing Products. Upon information and belief, GlobalFoundries US knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '184 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 45 through 48 above, upon information and belief, GlobalFoundries US has had knowledge of the '184 Patent prior to the initiation of this action, and was provided additional notice of the '184 Patent on or about November 22, 2013 and December 6, 2013.

156. Given GlobalFoundries US's knowledge of the '184 Patent as pleaded in Paragraphs 45 through 48 above, GlobalFoundries US's continued manufacture, use, offers to sell, sales, and importation of the GlobalFoundries US Infringing Products in the United States since it became aware of the '184 Patent demonstrate a deliberate and conscious decision to infringe the '184 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '184 Patent, GlobalFoundries US has made the decision to continue to infringe the '184 Patent. All infringement following GlobalFoundries US's knowledge of the '184 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

157. As a result of GlobalFoundries US's infringement of the '184 Patent, Zond has

suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries US the damages adequate to compensate for such infringement, which have yet to be determined.

158. GlobalFoundries US will continue to infringe the '184 Patent unless and until it is enjoined by this Court.

159. GlobalFoundries US's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries US is enjoined by this Court.

**FIFTEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '142 Patent)**

160. Zond incorporates by reference Paragraphs 1 through 159 of the Complaint as if set forth here in full.

161. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '142 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

162. Upon information and belief, upon knowledge of the '142 Patent, GlobalFoundries Germany has been inducing infringement of the '142 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '142 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 31 of the '142 Patent. Further, upon information and belief, GlobalFoundries Germany actively



entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany's OEMs and ODMs directly infringe the '142 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '142 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '142 Patent prior to the initiation of this action, and was provided additional notice of the '142 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

163. Given GlobalFoundries Germany's knowledge of the '142 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the Infringing Products in the United States since it became aware of the '142 Patent demonstrate a deliberate and conscious decision to infringe the '142 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '142 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '142 Patent. All infringement following GlobalFoundries Germany's knowledge of the '142 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284,

285.

164. As a result of GlobalFoundries Germany's infringement of the '142 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

165. GlobalFoundries Germany will continue to infringe the '142 Patent unless and until it is enjoined by this Court.

166. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**SIXTEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '652 Patent)**

167. Zond incorporates by reference Paragraphs 1 through 166 of the Complaint as if set forth here in full.

168. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '652 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

169. Upon information and belief, upon knowledge of the '652 Patent, GlobalFoundries Germany has been inducing infringement of the '652 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '652 Patent. For example, upon

information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 18 of the '652 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany's OEMs and ODMs directly infringe the '652 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '652 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '652 Patent prior to the initiation of this action, and was provided additional notice of the '652 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

170. Given GlobalFoundries Germany's knowledge of the '652 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United States since it became aware of the '652 Patent demonstrate a deliberate and conscious decision to infringe the '652 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '652 Patent,

GlobalFoundries Germany has made the decision to continue to infringe the '652 Patent. All infringement following GlobalFoundries Germany's knowledge of the '652 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

171. As a result of GlobalFoundries Germany's infringement of the '652 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

172. GlobalFoundries Germany will continue to infringe the '652 Patent unless and until it is enjoined by this Court.

173. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**SEVENTEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '716 Patent)**

174. Zond incorporates by reference Paragraphs 1 through 173 of the Complaint as if set forth here in full.

175. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '716 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

176. Upon information and belief, upon knowledge of the '716 Patent, GlobalFoundries Germany has been inducing infringement of the '716 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original

equipment manufacturers (“OEMs”) and original design manufacturers (“ODMs”), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the ’716 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond’s patented processes, including without limitation those covered by Claim 14 of the ’716 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany’s OEMs and ODMs directly infringe the ’716 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the ’716 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the ’716 Patent prior to the initiation of this action, and was provided additional notice of the ’716 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

177. Given GlobalFoundries Germany’s knowledge of the ’716 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany’s continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United

States since it became aware of the '716 Patent demonstrate a deliberate and conscious decision to infringe the '716 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '716 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '716 Patent. All infringement following GlobalFoundries Germany's knowledge of the '716 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

178. As a result of GlobalFoundries Germany's infringement of the '716 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

179. GlobalFoundries Germany will continue to infringe the '716 Patent unless and until it is enjoined by this Court.

180. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**EIGHTEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '759 Patent)**

181. Zond incorporates by reference Paragraphs 1 through 180 of the Complaint as if set forth here in full.

182. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '759 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

183. Upon information and belief, upon knowledge of the '759 Patent, GlobalFoundries Germany has been inducing infringement of the '759 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '759 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 20 of the '759 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany's OEMs and ODMs directly infringe the '759 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '759 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '759 Patent prior to the initiation of this action, and was provided additional notice of the '759 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

184. Given GlobalFoundries Germany's knowledge of the '759 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United States since it became aware of the '759 Patent demonstrate a deliberate and conscious decision to infringe the '759 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '759 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '759 Patent. All infringement following GlobalFoundries Germany's knowledge of the '759 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

185. As a result of GlobalFoundries Germany's infringement of the '759 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

186. GlobalFoundries Germany will continue to infringe the '759 Patent unless and until it is enjoined by this Court.

187. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**NINETEENTH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '421 Patent)**

188. Zond incorporates by reference Paragraphs 1 through 187 of the Complaint as if set forth here in full.

189. Upon information and belief, GlobalFoundries Germany has been and is



currently directly infringing one or more claims of the '421 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

190. Upon information and belief, upon knowledge of the '421 Patent, GlobalFoundries Germany has been inducing infringement of the '421 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '421 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 34 of the '421 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany's OEMs and ODMs directly infringe the '421 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '421 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '421

Patent prior to the initiation of this action, and was provided additional notice of the '421 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

191. Given GlobalFoundries Germany's knowledge of the '421 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United States since it became aware of the '421 Patent demonstrate a deliberate and conscious decision to infringe the '421 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '421 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '421 Patent. All infringement following GlobalFoundries Germany's knowledge of the '421 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

192. As a result of GlobalFoundries Germany's infringement of the '421 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

193. GlobalFoundries Germany will continue to infringe the '421 Patent unless and until it is enjoined by this Court.

194. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**TWENTIETH CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '779 Patent)**

195. Zond incorporates by reference Paragraphs 1 through 194 of the Complaint as if set forth here in full.

196. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '779 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

197. Upon information and belief, upon knowledge of the '779 Patent, GlobalFoundries Germany has been inducing infringement of the '779 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '779 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 30 of the '779 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries Germany's OEMs and ODMs directly infringe the '779 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by

using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '779 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '779 Patent prior to the initiation of this action, and was provided additional notice of the '779 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

198. Given GlobalFoundries Germany's knowledge of the '779 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United States since it became aware of the '779 Patent demonstrate a deliberate and conscious decision to infringe the '779 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '779 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '779 Patent. All infringement following GlobalFoundries Germany's knowledge of the '779 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

199. As a result of GlobalFoundries Germany's infringement of the '779 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which have yet to be determined.

200. GlobalFoundries Germany will continue to infringe the '779 Patent unless and until it is enjoined by this Court.

201. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court.

**TWENTY-FIRST CLAIM FOR RELIEF**  
**(GlobalFoundries Germany's Infringement of the '184 Patent)**

202. Zond incorporates by reference Paragraphs 1 through 201 of the Complaint as if set forth here in full.

203. Upon information and belief, GlobalFoundries Germany has been and is currently directly infringing one or more claims of the '184 Patent by using, offering to sell and selling within the United States, and importing into the United States, without authority, the Infringing Products, including without limitation under 35 U.S.C. 271(g).

204. Upon information and belief, upon knowledge of the '184 Patent, GlobalFoundries Germany has been inducing infringement of the '184 Patent by, among other things, knowingly and with intent, actively encouraging its customers, suppliers, original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs"), to use, sell, offer for sale, and import GlobalFoundries Germany Infringing Products in a manner that constitutes infringement of one or more claims of the '184 Patent. For example, upon information and belief, GlobalFoundries Germany is manufacturing its Infringing Products made by Zond's patented processes, including without limitation those covered by Claim 1 of the '184 Patent. Further, upon information and belief, GlobalFoundries Germany actively entices its OEMs and ODMs through advertising, marketing and sales activity to use GlobalFoundries Germany Infringing Products as part of their own infringing products and to sell, offer for sale, and import those infringing products containing GlobalFoundries Germany Infringing Products in the United States. Upon information and belief, GlobalFoundries

Germany's OEMs and ODMs directly infringe the '184 Patent by using, selling, offering for sale, and importing in the United States products containing GlobalFoundries Germany Infringing Products. Upon information and belief, GlobalFoundries Germany knows that by using, selling, offering for sale, and importing such products its OEMs and ODMs directly infringe the '184 Patent. Upon information and belief, this inducing activity is ongoing and has not stopped since the initiation of this action. As stated in Paragraphs 62 through 68 above, upon information and belief, GlobalFoundries Germany has had knowledge of the '184 Patent prior to the initiation of this action, and was provided additional notice of the '184 Patent on or about November 22, 2013 and December 6, 2013 and thereafter, prior to the filing of this claim.

205. Given GlobalFoundries Germany's knowledge of the '184 Patent as pleaded in Paragraphs 62 through 68 above, GlobalFoundries Germany's continued use, offers to sell, sales, and importation of the GlobalFoundries Germany Infringing Products in the United States since it became aware of the '184 Patent demonstrate a deliberate and conscious decision to infringe the '184 Patent or, at the very least, a reckless disregard of Zond's patent rights. Upon information and belief, despite its knowledge of the '184 Patent, GlobalFoundries Germany has made the decision to continue to infringe the '184 Patent. All infringement following GlobalFoundries Germany's knowledge of the '184 Patent is willful and Zond is entitled to treble damages and attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

206. As a result of GlobalFoundries Germany's infringement of the '184 Patent, Zond has suffered and will continue to suffer damage. Zond is entitled to recover from GlobalFoundries Germany the damages adequate to compensate for such infringement, which

have yet to be determined.

207. GlobalFoundries Germany will continue to infringe the '184 Patent unless and until it is enjoined by this Court.

208. GlobalFoundries Germany's acts of infringement have caused and will continue to cause irreparable harm to Zond unless and until GlobalFoundries Germany is enjoined by this Court

### **PRAYER FOR RELIEF**

WHEREFORE, Zond prays for a Judgment in favor of Zond and against AMD as follows:

1. That each of AMD, GlobalFoundries US and GlobalFoundries Germany has directly infringed the '142, '652, '716, '759, '421, '779, and '184 Patents;
2. That each of AMD, GlobalFoundries US and GlobalFoundries Germany has indirectly infringed the '142, '652, '716, '759, '421, '779, and '184 Patents;
3. That this case is "exceptional" within the meaning of 35 U.S.C. § 285 against AMD, GlobalFoundries US and GlobalFoundries Germany;
4. An order enjoining AMD, GlobalFoundries US, GlobalFoundries Germany and each of their affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for them and on their behalf, or acting in concert with them directly or indirectly, from further acts of infringement of the '142, '652, '716, '759, '421, '779, and '184 Patents;
5. A full accounting for and an award of damages to Zond for AMD's direct infringement and post-filing induced infringement of the '142, '652, '716, '759, '421, '779, and '184 Patents.
6. A full accounting for and an award of damages to Zond for GlobalFoundries

US's infringement of the '142, '652, '716, '759, '421, '779, and '184 Patents, including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;

7. A full accounting for and an award of damages to Zond GlobalFoundries Germany's infringement of the '142, '652, '716, '759, '421, '779, and '184 Patents, including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;

8. An award of Zond's reasonable attorneys' fees, expenses, and costs; and

9. A grant of such other and further equitable or legal relief as this Court deems proper.

### **DEMAND FOR JURY TRIAL**

Zond hereby demands trial by jury on all issues so triable.

Dated: January 24, 2014

Respectfully submitted,

ZOND, INC.

By its counsel,

/s/ Tigran Vardanian

David S. Godkin (BBO#196530)  
Andrew A. Caffrey III (BB0#660481)  
Birnbaum & Godkin, LLP  
280 Summer Street  
Boston, MA 02210  
617-307-6100  
godkin@birnbaumgodkin.com  
caffrey@birnbaumgodkin.com

David C. Radulescu, Ph.D.  
Tigran Vardanian  
Etai Lahav  
Gregory S. Maskel  
Daniel Kesack  
RADULESCU LLP  
136 Madison Ave, 6<sup>th</sup> Floor  
New York, NY 10016  
646-502-5950



david@radulescullp.com  
tigran@radulescullp.com  
etai@radulescullp.com  
greg@radulescullp.com  
daniel@radulescullp.com

**CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on the above date.

*/s/ Tigran Vardanian* \_\_\_\_\_  
Tigran Vardanian