



4. On information and belief, Ignite makes, imports, sells, and/or offers for sale the Accused Instrumentalities (as defined below) within the United States, including this District, that infringe one or more claims of United States Patent No. 7,188,145 entitled “METHOD AND SYSTEM FOR DYNAMIC DISTRIBUTED DATA CACHING” (the “145 Patent”). The `145 Patent was duly and legally issued by the United States Patent and Trademark Office on March 6, 2007. A true and correct copy of the `145 Patent is attached hereto as Exhibit 1.

5. On information and belief, Ignite makes, imports, sells, and/or offers for sale the Accused Instrumentalities (as defined below) within the United States, including this District, that infringe one or more claims of United States Patent No. 7,035,911 entitled “METHOD AND SYSTEM FOR COMMUNITY DATA CACHING” (the “911 Patent”). The `911 Patent was duly and legally issued by the United States Patent and Trademark Office on April 25, 2006. A true and correct copy of the `911 Patent is attached hereto as Exhibit 2.

6. On information and belief, Ignite makes, imports, sells, and/or offers for sale the Accused Instrumentalities (as defined below) within the United States, including this District, that infringe one or more claims of United States Patent No. 7,409,433 entitled “METHOD AND SYSTEM FOR COMMUNITY DATA CACHING” (the “433 Patent”). The `433 Patent was duly and legally issued by the United States Patent and Trademark Office on August 5, 2008. A true and correct copy of the `433 Patent is attached hereto as Exhibit 3.

7. The `145 Patent, `911 Patent, and `433 Patent are collectively referred to herein as the “Asserted Patents.”

8. On information and belief, Defendant Ignite is engaged in the business of providing Peer-to-Peer (“P2P”) distribution of digital data including, but not limited to, live

video streaming, and software patches. On information and belief, Ignite markets and sells its services in the United States, including within this District.

9. On information and belief, Ignite directly and/or indirectly imports, manufactures, uses, offers for sale, and/or sells the Accused Instrumentalities (as defined below) within the United States, including this District, that infringe one or more claims of the Asserted Patents.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1400(b) and 1391(c).

### **GENERAL ALLEGATIONS**

11. Parallel is the owner by assignment of all rights, title, and interests in the Asserted Patents, and is entitled to sue for past and future infringement thereof.

12. On information and belief, Ignite is engaged in the business of providing digital content distribution services, and maintaining a system to provide such services, that include the Peer-to-Peer (“P2P”) distribution of digital data, including but not limited to video streaming services such as IgniteLIVE and Ignite Media Portal (IgniteLIVE, and all similar services are referred to herein as the “Accused Services”). For example, but not as a limitation, Ignite provides the Accused Services using a system that it refers to as the Ignite Content Delivery Solution (“Ignite CDS”) (Ignite CDS and all similar systems are referred to herein as the “Accused Systems”). On information and belief, Ignite customers access the Ignite Accused Services through the use of a Ignite application such as the Ignite Delivery Center (the Ignite Delivery Center and all similar applications are referred to herein as the “Accused Products”) (the Accused Services, Accused Systems, and Accused Products are referred to herein as the “Accused Instrumentalities”). The Accused Instrumentalities provide a system for dynamic distributed data caching. By way of further example, and not as a limitation, the Accused

Instrumentalities cache data on the computers of Ignite users in a peer-to-peer group. This cached data is served to other Ignite users in the peer-to-peer group through the Accused Instrumentalities.

13. On information and belief, Ignite has directly infringed one or more claims of the Asserted Patents by providing the Accused Services and/or making and providing the Accused Systems, and/or offering for sale, selling, and/or distributing the Accused Product.

14. Furthermore, Ignite has engaged in indirect infringement by its post-complaint conduct of providing its customers with the infringing Accused Instrumentalities in order to enable those customers to distribute digital data, such distribution including P2P distribution of digital data. By way of example, and not as a limitation, Ignite induces and/or contributes to such infringement by at least making its website available to customers and providing links and/or other directions on its website and/or the internet, such as at

<http://www.ignitetech.com/resources.aspx>, for users to download and/or use the Accused Instrumentalities. By way of further example, and not as a limitation, Ignite offers the ability potential customers to determine which of the Accused Instrumentalities best suits a potential customer's needs through a "Solution Finder" at an Ignite website such as at <http://www.ignitetech.com/solutions/solution-finder.aspx>. On information and belief, Ignite is aware that the Accused Instrumentalities provide a system for dynamic distributed data caching and, therefore, that Ignite's customers will infringe the Asserted Patents by using the Accused Instrumentalities. Ignite engages in such activities knowingly and, at least from the time of receipt of the present Complaint, has done so with the knowledge that such activities induce customers to directly infringe the Asserted Patents. In addition, or, in the alternative, Ignite engages in such activities knowingly, and, at least from the time of receipt of the present

Complaint, has sold or distributed the Accused Instrumentalities knowing that such Accused Instrumentalities are especially made or adapted for use by its customers in an infringing use of one or more claims of the Asserted Patents. On information and belief, the Accused Instrumentalities provide a system for dynamic distributed data caching by caching digital content on client computers, and causing that cached digital content to be shared among client computers via a peer-to-peer network. Because this sharing of cached digital content via the peer-to-peer network is an essential part of the functionality of the Accused Instrumentalities, and occurs when an Ignite customer uses the Accused Instrumentalities, the Accused Instrumentalities do not have any substantial uses that do not infringe the Asserted Patents.

**FIRST CLAIM FOR RELIEF**  
**(Infringement of the `145 Patent)**

15. Parallel incorporates paragraphs 1 through 14 as though fully set forth herein.

16. Upon information and belief, Defendant Ignite has been and now is directly and/or indirectly infringing one or more claims of the `145 Patent by (1) making, importing, using, offering for sale, and/or selling the patented inventions, (2) by actively inducing others to use the patented inventions, or (3) by contributing to the use of the patented inventions in the United States.

17. More particularly, without limitation, Ignite is now directly infringing one or more claims of the `145 Patent by making, importing, using (including use for testing purposes), offering for sale, and/or selling the Accused Instrumentalities, all in violation of 35 U.S.C. § 271(a).

18. In addition and/or in the alternative, Ignite has been and now is indirectly infringing one or more claims of the `145 Patent by (1) inducing customers to use the Accused Instrumentalities to directly infringe one or more claims of the `145 Patent in violation of 35

U.S.C. § 271(b), and/or by (2) contributing to customers' direct infringement of one or more claims of the `145 Patent by their use of the Accused Instrumentalities in violation of 35 U.S.C. § 271(c). The Accused Instrumentalities perform the distributed data caching described and claimed in the Asserted Patents, and Ignite has engaged in indirect infringement by its post-complaint conduct of providing its customers with the infringing Accused Instrumentalities in order to enable those customers to use the Accused Instrumentalities in a way that directly infringes the Asserted Patents. On information and belief, Ignite has intended, and continues to intend, to induce patent infringement by its customers, and has had knowledge that the inducing acts would cause infringement or has been willfully blind to the possibility that its inducing acts would cause infringement.

19. Parallel has been damaged by the infringing activities of Ignite, and will be irreparably harmed unless those infringing activities are preliminarily and permanently enjoined by this Court. Parallel does not have an adequate remedy at law.

20. By the filing of this action, Ignite has been given actual notice of the existence of the `145 Patent. Despite such notice, Ignite continues in acts of infringement without regard to the `145 Patent, and will likely continue to do so unless otherwise enjoined by this Court. Parallel is not seeking damages against Ignite for indirect infringement for the period prior to the filing of this Complaint.

**SECOND CLAIM FOR RELIEF**  
**(Infringement of the `911 Patent)**

21. Parallel incorporates paragraphs 1 through 14 as though fully set forth herein.

22. Upon information and belief, Defendant Ignite has been and now is directly and/or indirectly infringing one or more claims of the `911 Patent by (1) making, importing, using, offering for sale, and/or selling the patented inventions, (2) by actively inducing others to

use the patented inventions, or (3) by contributing to the use of the patented inventions in the United States.

23. More particularly, without limitation, Ignite is now directly infringing one or more claims of the `911 Patent by making, importing, using, offering for sale, and/or selling the Accused Instrumentalities, all in violation of 35 U.S.C. § 271(a).

24. In addition and/or in the alternative, Ignite has been and now is indirectly infringing one or more claims of the `911 Patent by (1) inducing customers to use the Accused Instrumentalities to directly infringe one or more claims of the `911 Patent in violation of 35 U.S.C. § 271(b), and/or by (2) contributing to customers' direct infringement of one or more claims of the `911 Patent by their use of the Accused Instrumentalities in violation of 35 U.S.C. § 271(c). The Accused Instrumentalities perform the distributed data caching described and claimed in the Asserted Patents, and Ignite has engaged in indirect infringement by its post-complaint conduct of providing its customers with the infringing Accused Instrumentalities in order to enable those customers to use the Accused Instrumentalities in a way that directly infringes the Asserted Patents. On information and belief, Ignite has intended, and continues to intend, to induce patent infringement by its customers, and has had knowledge that the inducing acts would cause infringement or has been willfully blind to the possibility that its inducing acts would cause infringement.

25. Parallel has been damaged by the infringing activities of Ignite, and will be irreparably harmed unless those infringing activities are preliminarily and permanently enjoined by this Court. Parallel does not have an adequate remedy at law.

26. By the filing of this action, Ignite has been given actual notice of the existence of the `911 Patent. Despite such notice, Ignite continues in acts of infringement without regard to

the `911 Patent, and will likely continue to do so unless otherwise enjoined by this Court.

Parallel is not seeking damages against Ignite for indirect infringement for the period prior to the filing of this Complaint.

**THIRD CLAIM FOR RELIEF**  
**(Infringement of the `433 Patent)**

27. Parallel incorporates paragraphs 1 through 14 as though fully set forth herein.

28. Upon information and belief, Defendant Ignite has been and now is directly and/or indirectly infringing one or more claims of the `433 Patent by (1) making, importing, using, offering for sale, and/or selling the patented inventions, (2) by actively inducing others to use the patented inventions, or (3) by contributing to the use of the patented inventions in the United States.

29. More particularly, without limitation, Ignite is now directly infringing one or more claims of the `433 Patent by making, importing, using, offering for sale, and/or selling the Accused Instrumentalities, all in violation of 35 U.S.C. § 271(a).

30. In addition and/or in the alternative, Ignite has been and now is indirectly infringing one or more claims of the `433 Patent by (1) inducing customers to use the Accused Instrumentalities to directly infringe one or more claims of the `433 Patent in violation of 35 U.S.C. § 271(b), and/or by (2) contributing to customers' direct infringement of one or more claims of the `433 Patent by their use of the Accused Instrumentalities in violation of 35 U.S.C. § 271(c). The Accused Instrumentalities perform the distributed data caching described and claimed in the Asserted Patents, and Ignite has engaged in indirect infringement by its post-complaint conduct of providing its customers with the infringing Accused Instrumentalities in order to enable those customers to use the Accused Instrumentalities in a way that directly infringes the Asserted Patents. On information and belief, Ignite has intended, and continues to



intend, to induce patent infringement by its customers, and has had knowledge that the inducing acts would cause infringement or has been willfully blind to the possibility that its inducing acts would cause infringement.

31. Parallel has been damaged by the infringing activities of Ignite, and will be irreparably harmed unless those infringing activities are preliminarily and permanently enjoined by this Court. Parallel does not have an adequate remedy at law.

32. By the filing of this action, Ignite has been given actual notice of the existence of the '911 Patent. Despite such notice, Ignite continues in acts of infringement without regard to the '911 Patent, and will likely continue to do so unless otherwise enjoined by this Court. Parallel is not seeking damages against Ignite for indirect infringement for the period prior to the filing of this Complaint.

#### **REQUEST FOR RELIEF**

WHEREFORE, Parallel requests the following relief:

(a) A judgment in favor of Parallel that Ignite has directly infringed, and/or has indirectly infringed by way of inducement and/or contributory infringement, one or more claims of the Asserted Patents;

(b) A judgment that Parallel has been irreparably harmed by the infringing activities of Ignite and is likely to continue to be irreparably harmed by Defendant's continued infringement;

(c) Preliminary and permanent injunctions prohibiting Ignite and its officers, agents, servants, employees and those persons in active concert or participation with any of them, as well as all successors or assignees of the interests or assets related to the Accused Instrumentalities, from further infringement, direct and indirect, of the Asserted Patents;

(d) A judgment and order requiring Ignite to pay Parallel damages adequate to compensate for infringement under 35 U.S.C. § 284, which damages may include lost profits but in no event shall be less than a reasonable royalty for the use made of the inventions of the Asserted Patents, including pre- and post-judgment interest and costs, including expenses and disbursements; and

(e) Any and all such further necessary or proper relief as this Court may deem just.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Parallel hereby demands a trial by jury of all issues so triable.

OF COUNSEL

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*/s/ Monté T. Squire*

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*Attorneys for Plaintiff Parallel Networks, LLC*

Dated: August 30, 2013

**CERTIFICATE OF SERVICE**

I, Monté T. Squire, hereby certify that on August 30, 2013, I caused to be electronically filed a true and correct copy of the foregoing document with the Clerk of the Court using CM/ECF, which will send notification that such filing is available for viewing and downloading to the following counsel of record:

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I further certify that on August 30, 2013, I caused a copy of the foregoing document to be served by e-mail on the above-listed counsel

Dated: August 30, 2013

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