

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

INTELLECTUAL VENTURES I LLC
and
INTELLECTUAL VENTURES II LLC

CIVIL ACTION NO.

Plaintiffs

vs.

PNC FINANCIAL SERVICES GROUP, INC.,
PNC BANK NA, and
PNC MERCHANT SERVICES COMPANY, L.P.

Defendants.

COMPLAINT

1. Plaintiffs, Intellectual Ventures I LLC and Intellectual Ventures II LLC, by their undersigned counsel, file this Complaint, averring as follows:

PARTIES

2. Plaintiff, Intellectual Ventures I LLC (“Intellectual Ventures I”), is a Delaware limited liability company having its principal place of business located at 3150 139th Ave SE, Bellevue, Washington, 98005.

3. Plaintiff, Intellectual Ventures II LLC (“Intellectual Ventures II”), is a Delaware limited liability company having its principal place of business located at 3150 139th Ave SE, Bellevue, Washington, 98005.

4. Upon information and belief, Defendant, PNC Financial Services Group, Inc. (“PNC Financial Services”), is a Pennsylvania corporation with a principal place of business at 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania, 15222.

5. Upon information and belief, Defendant, PNC Bank NA (“PNC Bank”), is a Pennsylvania corporation with a principal place of business at 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania, 15222.

6. Upon information and belief, Defendant PNC Merchant Services Company, L.P. (“PNCMS”) is a Delaware limited partnership with a principal place of business at 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania, 15222.

JURISDICTION AND VENUE

7. This Honorable Court has jurisdiction because this dispute is a civil action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 1 *et. seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§1331 and 1138(a).

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§1391(b)-(c) and 1400(b) because Defendant has conducted business in this district and/or provided services to its customers within this judicial district, and has committed acts of patent infringement within this district giving rise to this action.

STATEMENT OF FACTS

9. This is an action for patent infringement of one or more claims of United States Patent No. 7,634,666 (“the ’666 Patent”); United States Patent No. 5,745,574 (“the ’574 Patent”); United States Patent No. 6,546,002 (“the ’002 Patent”); United States Patent No. 7,757,298 (“the ’298 Patent”) and United States Patent No. Patent No. 6,314,409 (“the ’409 Patent”) (collectively the “Patents-in-Suit”).

10. Intellectual Ventures Management, LLC (“Intellectual Ventures”) was founded in 2000. Since its founding, Intellectual Ventures has been deeply involved in the business of invention. Intellectual Ventures creates inventions and files patent applications for those

inventions; collaborates with others to develop and patent inventions; and acquires and licenses patents from individual inventors, universities and other institutions. A significant aspect of Intellectual Ventures' business is managing the Plaintiff in this case, Intellectual Ventures II.

11. Intellectual Ventures' business includes purchasing important inventions from individual inventors and institutions and then licensing the inventions to those who need them. Through this business, Intellectual Ventures allows inventors to reap a financial reward from their innovations, which is frequently difficult for individual inventors to do. To date, Intellectual Ventures has acquired more than 70,000 IP assets and, in the process, has paid individual inventors hundreds of millions of dollars for their inventions. Intellectual Ventures, in turn, has earned more than \$3 billion by licensing these patents to some of the world's most innovative and successful technology companies who continue to use them to make computer equipment, software, semiconductor devices, and a host of other products.

12. Intellectual Ventures also creates inventions. Intellectual Ventures has a staff of scientists and engineers who develop ideas in a broad range of fields, including agriculture, computer hardware, life sciences, medical devices, semiconductors, and software. Intellectual Ventures has invested millions of dollars developing such ideas and files hundreds of patent applications on its inventions every year, making it one of the top patent filers in the world. Intellectual Ventures has also invested in laboratory facilities to assist with the development and testing of new ideas.

13. Intellectual Ventures also creates inventions by collaborating with inventors and research institutions around the world. For example, Intellectual Ventures has developed inventions by selecting a technical challenge, requesting proposals for inventions to solve the

challenge from inventors and institutions, selecting the most promising ideas, rewarding the inventors and institutions for their contributions, and filing patent applications on the ideas. Intellectual Ventures has invested millions of dollars in this way and has created a network of more than 4,000 inventors worldwide.

14. On December 15, 2009, the '666 Patent, titled "Crypto-Engine For Cryptographic Processing Of Data," was duly and lawfully issued by the PTO. A copy of the '666 Patent is attached hereto as Exhibit A.

15. On April 28, 1998, the '574 Patent, titled "Security Infrastructure For Electronic Transactions," was duly and lawfully issued by the PTO. A copy of the '574 Patent is attached hereto as Exhibit B.

16. On April 8, 2003, the '002 Patent, titled "System And Method For Implementing An Intelligent And Mobile Menu-Interface Agent" was duly and lawfully issued by the PTO. A copy of the '002 Patent is attached hereto as Exhibit C.

17. On July 13, 2010, the '298 Patent, titled "Method and Apparatus for Identifying and Characterizing Errant Electronic Files," was duly and lawfully issued by the PTO. A copy of the '298 Patent is attached hereto as Exhibit D.

18. On November 6, 2001, the '409 Patent, titled "System For Controlling Access And Distribution of Digital Property," was duly and lawfully issued by the PTO. A copy of the '409 Patent is attached hereto as Exhibit E.

19. Intellectual Ventures I is the owner and assignee of all right, title and interest in and to the '298 Patent and holds the right to sue and recover damages for infringement thereof, including past damages.

20. Intellectual Ventures II is the owner and assignee of all right, title and interest in and to the '666 Patent, the '574 Patent, the '002 Patent and the '409 Patent and holds the right to sue and recover damages for infringement thereof, including past damages.

21. PNC Financial Services, PNC Bank and PNCMS provide online banking services and other systems and services via electronic means including, but not limited to, the web sites <https://www.pnc.com>, <https://www.pncsites.com> or <https://pnc.pogopayment.com/pogo/pnc/home.html?v=MerchMobilePmtsPogo>. In connection with these online banking services and other systems and services, PNC Financial Services, PNC Bank and PNCMS infringe one or more claims of the '666 Patent, the '574 Patent, the '002 Patent, the '298 Patent and the '409 Patent.

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,634,666)

22. Intellectual Ventures I and Intellectual Ventures II incorporate by reference the foregoing averments as if fully set forth below.

23. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have directly infringed and continue to directly infringe, literally and/or under the doctrine of equivalents, at least claim 4 of the '666 Patent by using, systems or services that use IBM's System Z mainframe computers, including IBM zEnterprise System.

24. Intellectual Ventures II is informed and believes, and thereon alleges, that (1) PNC Financial Services and PNC Bank had actual knowledge of the '666 Patent at least by (a) having received written notice from Intellectual Ventures via a letter from counsel for

Intellectual Ventures II dated June 23, 2014 advising PNC Financial Services and PNC Bank of their infringement of at least claim 4 and (b) PNC Financial Services and PNC Bank also have written notice of their infringement by virtue of the filing and service of this Complaint.

25. Intellectual Ventures II has suffered damages as a result of PNC Financial Services' and PNC Bank's infringement of the '666 Patent in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 5,745,574)

26. Intellectual Ventures I and Intellectual Ventures II incorporate by reference the foregoing averments as if fully set forth below.

27. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have directly infringed and continue to directly infringe, literally and/or under the doctrine of equivalents, at least claim 18 of the '574 Patent by making, using, providing, systems and services that comply with the PCI Data Security Standard for encrypting data during communication sessions, including, but not limited to, its website ("'574 Accused Products or Services").

28. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have and continue to indirectly infringe at least claim 18 of the '574 Patent by inducing others to infringe or contributing to the infringement of others, including in this District and elsewhere in the United States.

29. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank through at least the website at <https://www.pnc.com> actively induced their customers ("'574 Direct Infringers") to infringe at least claim 18 of the

'574 Patent, including at least through instructions provided through Defendants' website: <https://www.pnc.com>.

30. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank knew or should have known that their conduct would induce the '574 Direct Infringers to use the '574 Accused Products or Services in a matter that directly infringes the '574 Patent.

31. Intellectual Ventures II is informed and believes, and thereon alleges, that as a proximate result of PNC Financial Services' and PNC Bank's inducement, the '574 Direct Infringers directly infringed at least claim 18 of the '574 Patent by at least using the '574 Accused Products or Services.

32. Intellectual II is informed and believes, and thereon alleges, that at least since they knew of the '574 Patent, PNC Financial Services and PNC Bank specifically intended to induce the '574 Direct Infringers to use the '574 Accused Products or Services in a manner that directly infringes at least claim 18 of the '574 Patent because, among other things, they instruct users on the use of the '574 Accused Products or Services including at least through instructions provided through the website at <https://www.pnc.com> and advertising a variety of online banking and bill pay services for their customers and in order to attract other potential customers.

33. Intellectual Ventures II is informed and believes, and thereon alleges, that at least since PNC Financial Services and PNC Bank knew of the '574 Patent, PNC Financial Services and PNC Bank knew or were willfully blind to knowing that the '574 Direct Infringers were using the '574 Accused Products or Services in a way that directly infringes at least claim 18 of the '574 Patent as a result of their inducement of infringement, at least for

the reasons that PNC Financial Services and PNC Bank are in control of their website and the functionality that facilitates use of the '574 Accused Products or Services and are able to know that their users and customers are using the technology in an infringing manner.

34. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have contributorily infringed and continue to contributorily infringe at least claim 18 of the '574 Patent by providing, selling or offering for sale within the United States infringing systems and services that constitute a material part of the claimed invention and are not staple articles of commerce suitable for substantial non-infringing use.

35. Intellectual Ventures II is informed and believes that PNC Financial Services and PNC Bank provide a component of the patented machine and/or material or apparatus for practicing a patented process to the '574 Direct Infringers of at least claim 18 of the '574 Patent by providing their website and the '574 Accused Products or Services, for example, as discussed on their website <http://www.pnc.com> in conjunction with the instructions to customers or potential customers regarding the '574 Accused Products or Services.

36. Intellectual Ventures II is informed and believes, and thereon alleges, that the '574 Direct Infringers have directly infringed and will directly infringe the '574 Patent in violation of 35 U.S.C. § 271(a).

37. Intellectual Ventures II has provided written notice via a letter dated June 23, 2014 from counsel for IV to PNC Financial Services and PNC Bank of their infringement of at least claim 18, and PNC Financial Services and PNC Bank also have written notice of their infringement by virtue of the filing and service of this Complaint.

38. Intellectual Ventures II is informed and believes, and thereon alleges, that the '574 Accused Products or Services constitute a material part of the '574 invention at least because such products use a Public Key Infrastructure ("PKI") for providing secure communication sessions. This includes use of a Public Key Certificate issued by a Certification Authority for authentication of data and/or encryption/decryption of data sent over a communication channel. Intellectual Ventures II is informed and believes, and thereon alleges, that the '574 Accused Products or Services are not staple articles of commerce, and have no substantial non-infringing use, at least for the reason the accused aspects of the '574 Accused Products or Services are distinct and separate aspects of the overall program and are designed to only substantially perform in a manner that infringes.

39. Intellectual Ventures II has suffered damages as a result of PNC Financial Services' and PNC Bank's infringement of the '574 Patent in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,546,002)

40. Intellectual Ventures I and Intellectual Ventures II incorporate by reference the foregoing averments as if fully set forth below.

41. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have directly infringed and continue to directly infringe, literally and/or under the doctrine of equivalents, at least claim 34 of the '002 Patent by making, using, providing, offering to sell and/or selling their Mobile Banking and Virtual Wallet mobile applications ("'002 Accused Products or Services").

42. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank also have and continue to indirectly infringe at least claim

34 of the '002 Patent by inducing others to infringe or contributing to the infringement of others, including in this District and elsewhere in the United States.

43. Intellectual Ventures II is informed and believes, and thereon alleges, that Defendants through at least instructions for using the '002 Accused Products or Services actively induced their customers (“'002 Direct Infringers”) to infringe at least claim 34 of the '002 Patent.

44. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank knew or should have known that their conduct would induce the '002 Direct Infringers others to use the '002 Accused Products or Service in a manner that directly infringes the '002 Patent.

45. Intellectual Ventures II is informed and believes, and thereon alleges, that as a proximate result of PNC Financial Services' and PNC Bank's inducement, the '002 Direct Infringers directly infringed and continue to directly infringe at least claim 34 of the '002 Patent at least by using the '002 Accused Products or Services.

46. Intellectual Ventures II is informed and believes, and thereon alleges, that at least since they knew of the '002 patent, PNC Financial Services and PNC Bank specifically intended to induce the '002 Direct Infringers to use the '002 Accused Products and Services in a manner that directly infringes at least claim 34 of the '002 Patent because, among other things, they instruct users on the use of and advertise the '002 Accused Products or Services to customers and in order to attract other potential customers.

47. Intellectual Ventures II is informed and believes, and thereon alleges, that at least since PNC Financial Services and PNC Bank knew of the '002 Patent, PNC Financial Services and PNC Bank knew or were willfully blind to knowing that the '002 Direct Infringers were using the '002 Accused Products or Services in a way that directly infringes at

least claim 34 of the '002 Patent as a result of their inducement of infringement, at least for the reasons that Defendants are in control of the functionality that facilitates the use of the '002 Accused Products and Services and are able to know that their users and customers are using the technology in an infringing manner.

48. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services and PNC Bank have contributorily infringed and continue to contributorily infringe at least claim 34 of the '002 Patent by providing, selling or offering to sell within the United States infringing systems and services that constitute a material part of the claimed invention and are not staple articles of commerce suitable for substantial non-infringing use.

49. Intellectual Ventures II is informed and believes that PNC Financial Services and PNC Bank provide a component of the patented machine and/or material or apparatus for practicing a patented process to the '002 Direct Infringers of at least claim 34 of the '002 Patent by providing the '002 Accused Products or Service in conjunction with the instructions to customers or potential customers regarding the '002 Accused Products or Services.

50. Intellectual Ventures II is informed and believes, and thereon alleges, that '002 Direct Infringers have directly infringed and will directly infringe the '002 Patent in violation of 35 U.S.C. § 271(a).

51. Intellectual Ventures II has provided written notice via letter from counsel dated June 23, 2014 to PNC Financial Services and PNC Bank of their infringement of at least claim 34 of the '002 Patent. PNC Financial Services and PNC Bank also have received written notice of their infringement by virtue of the filing and service of this Complaint.

52. Intellectual Ventures II is informed and believes, and thereon alleges, that the '002 Accused Products or Services constitute a material part of the '002 invention at least because such products or service inherently provide a mobile interface that is adapted to move

from one local device to another and includes pointers to user specific resources and information on either the local device or the network server.

53. Intellectual Ventures II is informed and believes that the '002 Accused Products or Services are not staple articles of commerce, and have no substantial non-infringing uses, at least for the reason that the accused aspects of the '002 Accused Products or Services are distinct and separate aspects of the overall program and are designed to only substantially perform in a manner that infringes.

54. Intellectual Ventures II has suffered damages as a result of PNC Financial Services' and PNC Bank's infringement of the '002 Patent in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 7,757,298)

55. Intellectual Ventures I and Intellectual Ventures II incorporate by reference the foregoing averments as if fully set forth below.

56. Intellectual Ventures I is informed and believes, and thereon alleges, PNCMS has directly infringed and continues to directly infringe, literally and/or under the doctrine of equivalents, at least claim 1 of the '298 Patent by making, using, selling, offering to sell and/or importing products or services that provide PCI DSS validation (the "PCI DSS Validation functionality"), including but not limited to the Trustwave suite of PCI DSS Validation system/service (the "'298 Accused Products or Services").

57. Intellectual Ventures I is informed and believes, and thereon alleges, that PNCMS has notice of its infringement of the '298 Patent via communications between Greg

Lantier, counsel for PNC and Elizabeth Day, counsel for Intellectual Ventures I, as well as through receipt of a First Amended Complaint filed in another Action.

58. Intellectual Ventures I is informed and believes, and thereon alleges, that at least since it knew of the '298 Patent, PNCMS has induced and continue to induce others, including at least users of the '298 Accused Products or Services in this judicial district and elsewhere in the United States, to infringe at least claim 1 of the '298 Patent (the "'298 Direct Infringers") at least through their websites at <https://pncbank.com> and <https://pnccsites.com>.

59. Intellectual Ventures I is informed and believes, and thereon alleges, that at least since it knew of the '298 Patent, PNCMS specifically intended to induce the '298 Direct Infringers to use the PCI DSS Validation functionality in a manner that directly infringes at least claim 1 of the '298 Patent because, among other things, it instructs users on the use of the '298 Accused Products or Services to use the PCI DSS Validation functionality.

60. Intellectual Ventures I is informed and believes, and thereon alleges, that as a result of PNCMS' inducement, the '298 Direct Infringers directly infringed and continue to directly infringe at least claim 1 of the '298 Patent at least by using the '298 Accused Products or Services to use the PCI DSS Validation functionality.

61. Intellectual Ventures I is informed and believes, and thereon alleges, that at least since it knew of the '298 Patent, PNCMS knew or was willfully blind to knowing that the '298 Direct Infringers were using the '298 Accused Products or Services to use the PCI DSS Validation functionality that directly infringes at least claim 1 of the '298 Patent as a result of their inducement of infringement.

62. Intellectual Ventures I is informed and believes, and thereon alleges, that at least since it knew of the '298 Patent, PNCMS has contributorily infringed and continues to contributorily infringe at least claim 1 of the '298 Patent by selling within the United States the '298 Accused Products or Services.

63. Intellectual Ventures I is informed and believes, and thereon alleges, that the '298 Accused Products or Services constitute a material part of the claimed invention, are especially made or especially adapted for use in infringement of the '298 Patent, are not staple articles of commerce, and have no substantial non-infringing use at least to the extent that the Accused Products or Services are used to provide use the PCI DSS Validation functionality.

64. Intellectual Ventures I is informed and believes, and thereon alleges, that at least for the foregoing reasons at least since it knew of the '298 Patent, PNCMS knew that the '298 Accused Products or Services are especially made or especially adapted for use in infringement of the '298 Patent.

65. Intellectual Ventures I has suffered damages as a result of PNCMS' infringement of the '298 Patent in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 6,314,409)

66. Intellectual Ventures I and Intellectual Ventures II incorporate by reference the foregoing averments as if fully set forth below.

67. Intellectual Ventures II is informed and believes, and thereon alleges, that PNC Financial Services, PNC Bank, and PNCMS ("all Defendants") have directly infringed and

continue to directly infringe, literally and/or under the doctrine of equivalents, at least claim 1 of the '409 Patent by making, using, providing, offering to sell and/or selling their Credit Card, Debit Card and related Payment Services that use PCI Data Security Standard technology for protecting customer information and account data and their Automated Clearing House ("ACH") services in accordance with NACHA Operating Rules and Guidelines (the "'409 Accused Products or Services").

68. Intellectual Ventures II is informed and believes, and thereon alleges, that all Defendants also have and continue to indirectly infringe at least claim 1 of the '409 Patent by inducing others to infringe or contributing to the infringement of others, including in this District and elsewhere in the United States.

69. Intellectual Ventures II is informed and believes, and thereon alleges, that all Defendants through at least the website at

<https://pnc.pogopayment.com/pogo/pnc/home.html?v=MerchMoblePmtsPogo> actively

induced their customers (the "'409 Direct Infringers") to infringe at least claim 1 of the '409 Patent, including at least through the instructions provided through Defendants' website:

<https://pnc.pogopayment.com/pogo/pnc/home.html?v=MerchMoblePmtsPogo>.

70. Intellectual Ventures II is informed and believes, and thereon alleges, that all Defendants knew or should have known that their conduct would induce the '409 Direct Infringers to openly distribute encrypted portions of payment card data in a manner that directly infringes at least claim 1 of the '409 Patent.

71. Intellectual Ventures II is informed and believes, and thereon alleges, that as a proximate result of all Defendants' inducement, the '409 Direct Infringers directly infringed and continue to directly infringe at least claim 1 of the '409 Patent at least by using the '409

Accused Products or Services, such as using Pogo® from PNC Bank.

72. Intellectual Ventures II is informed and believes, and thereon alleges, that at least since they knew of the '409 patent, all Defendants specifically intended to induce the '409 Direct Infringers to use the Payment Services (*e.g.*, Pogo® from PNC Bank) and ACH functionality in a manner that directly infringes at least claim 1 of the '409 Patent because, among other things, they instruct users on the use of the '409 Accused Products or Services including at least through the instructions provided through Defendants' website:

<https://pnc.pogopayment.com/pogo/pnc/home.html?v=MerchMoblePmtsPogo>, and

advertising a variety of online banking and bill pay services to their customers and in order to attract other potential customers.

73. Intellectual Ventures II is informed and believes, and thereon alleges, that at least since all Defendants knew of the '409 Patent, all Defendants knew or were willfully blind to knowing that the '409 Direct Infringers were using the '409 Accused Products or Services in a way that directly infringes at least claim 1 of the '409 Patent as a result of their inducement of infringement, at least for the reasons that all Defendants are in control of their website and the functionality that facilitates openly distributing encrypted portions of payment card data and are able to know that their users and customers are using the technology in an infringing manner.

74. Intellectual Ventures II is informed and believes, and thereon alleges, that all Defendants have contributorily infringed and continue to contributorily infringe at least claim 1 of the '409 Patent by providing, selling or offering to sell within the United States infringing systems and services that constitute a material part of the claimed invention and are not staple articles of commerce suitable for substantial non-infringing use.

75. Intellectual Ventures II is informed and believes that all Defendants provide a component of the patented machine and/or material or apparatus for practicing a patented process to the '409 Direct Infringers of at least claim 1 of the '409 patent by providing their website and Payment Services (*e.g.*, Pogo® from PNC Bank), for example as discussed on their website <https://pnc.pogopayment.com/pogo/pnc/home.html?v=MerchMoblePmtsPogo> and ACH functionality such as the PINNACLE product, for example as discussed at https://www.pnc.com/webapp/unsec/Requester?resource=/wps/wcm/connect/f2bbe1004e5c6d348c958ffc6d630ad7/CIB_PDF_04100204AutoClearing_C.pdf?MOD=AJPERES&CACHEID=f2bbe1004e5c6d348c958ffc6d630ad7 in conjunction with the instructions to customers or potential customers regarding the Spark Pay and ACH functionality.

76. Intellectual Ventures II is informed and believes, and thereon alleges, that '409 Direct Infringers have directly infringed and will directly infringe the '409 Patent in violation of 35 U.S.C. § 271(a).

77. Intellectual Ventures II has provided written notice via letter dated June 23, 2014 to all Defendants of their infringement of at least claim 1 of the '409 Patent. All Defendants also have received written notice of their infringement by virtue of the filing and service of this Complaint.

78. Intellectual Ventures II is informed and believes that at least as a result of the foregoing written notice and the filing and service of this Complaint, all Defendants have knowledge of their infringement of the '409 Patent.

79. Intellectual Ventures II is informed and believes, and thereon alleges, that the '409 Accused Products or Services, such as the accused Payment Services (*e.g.*, Pogo® from PNC Bank) and ACH functionality, constitute a material part of the '409 invention at least

because they encrypt and openly transmit portions of payment card data that are received by all Defendants, which control access using the claimed access mechanism.

80. Intellectual Ventures II is informed and believes that the '409 Accused Products or Services, such as the Pogo® from PNC Bank and ACH functionality, are not staple articles of commerce, and have no substantial non-infringing uses, at least for the reason that the accused aspects of the Pogo® from PNC Bank and ACH functionality are distinct and separate aspects of the overall program and are designed to only substantially perform in a manner that infringes.

81. Intellectual Ventures II has suffered damages as a result of all Defendants' infringement of the '409 Patent in an amount to be proven at trial.

WHEREFORE, the Plaintiffs, Intellectual Ventures I and Intellectual Ventures II, respectfully requests that judgment be entered in their favor and against the Defendants as follows:

1. On the First Claim for Relief, that PNC Financial Services and PNC Bank have infringed the '666 Patent;
2. On the Second Claim for Relief, that PNC Financial Services and PNC Bank have infringed the '574 Patent;
3. On the Third Claim for Relief, that PNC Financial Services and PNC Bank have infringed the '002 Patent;
4. On the Fourth Claim for Relief, that PNCMS has infringed the '298 Patent;
5. On the Fifth Claim for Relief, that PNC Financial Services, PNC Bank and PNCMS have infringed the '409 Patent;
6. Intellectual Ventures I be awarded damages adequate to compensate it for PNC Financial Services', PNC Bank's and PNCMS' past infringement and any continuing or future infringement of the '298 Patent up until the date such judgment is entered, including pre-judgment and post-judgment interest, costs and disbursements as justified under 35 U.S.C. §284 and, if necessary, to adequately compensate Intellectual Ventures I for PNC Financial Services', PNC Bank's, and PNCMS' infringement, an accounting;

7. Intellectual Ventures II be awarded damages adequate to compensate it for PNC Financial Service's, PNC Bank's and PNCMS' past infringement and any continuing or future infringement of the '666 Patent, the '574 Patent, the '002 Patent and the '409 Patent up until the date such judgment is entered, including pre-judgment and post-judgment interest, costs and disbursements as justified under 35 U.S.C. §284 and, if necessary, to adequately compensate Intellectual Ventures II for PNC Financial Services', PNC Bank's and PNCMS' infringement, an accounting;
8. Awarding Intellectual Ventures I attorneys' fees, costs and expenses incurred in prosecuting this action;
9. Awarding Intellectual Ventures II attorneys' fees, costs and expenses incurred in prosecuting this action; and
10. Awarding Intellectual Ventures I and Intellectual Ventures II such other and further relief as the Court deems just and proper.

A JURY TRIAL IS DEMANDED IN THIS MATTER.

Respectfully submitted,

ZIMMER KUNZ, PLLC

/s/Daniel E. Krauth, Esquire

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