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SOFTVAULT SYSTEMS, INC.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

SOFTVAULT SYSTEMS, INC.,

Plaintiff,

vs.

TANGOE, INC.,

Defendant.

CASE NO.

**COMPLAINT FOR INFRINGEMENT  
OF  
U.S. PATENT NOS. 6,249,868 AND  
6,594,765**

**JURY TRIAL DEMANDED**

1 Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant  
2 TANGOE, INC., alleging as follows:

3 **THE PARTIES**

4 1. Plaintiff SOFTVAULT SYSTEMS, INC. (“SoftVault”) is a corporation organized  
5 and existing under the laws of the State of Washington with its principle place of business in the  
6 State of Washington.

7 2. Upon information and belief TANGOE, INC. (“TANGOE”) is a corporation  
8 organized and existing under the laws of the State of Delaware, with its principal place of  
9 business in Orange, Connecticut. TANGOE may be served with process through its registered  
10 agent, CT Corporation System at 818 West Seventh Street, 2<sup>nd</sup> Floor, Los Angeles, CA 90017.

11 **JURISDICTION AND VENUE**

12 3. This is an action for infringement of United States patents. This Court has  
13 exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

14 4. Upon information and belief, TANGOE is subject to personal jurisdiction by this  
15 Court. TANGOE has committed such purposeful acts and/or transactions in the State of  
16 California that it reasonably knew and/or expected that it could be hailed into a California court  
17 as a future consequence of such activity. TANGOE makes, uses, and/or sells infringing products  
18 within the Northern District of California and has a continuing presence and the requisite  
19 minimum contacts with the Northern District of California, such that this venue is a fair and  
20 reasonable one. Upon information and belief, TANGOE has transacted and, at the time of the  
21 filing of this Complaint, is continuing to transact business within the Northern District of  
22 California. For all of these reasons, personal jurisdiction exists and venue is proper in this Court  
23 under 28 U.S.C. §§ 1391(b)(1), (2) and (c)(2) and 28 U.S.C. § 1400(b).

24  
25  
26 **PATENTS-IN-SUIT**

27 5. On June 19, 2001, United States Patent No. 6,249,868 BI (“the ‘868 Patent”) was  
28 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,

1 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX  
2 SYSTEMS.” A true and correct copy of the ‘868 Patent is attached hereto as Exhibit A and  
3 made a part hereof.

4 6. On July 15, 2003, United States Patent No. 6,594,765 B2 (“the ‘765 Patent”) was  
5 duly and legally issued for “METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,  
6 COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX  
7 SYSTEMS.” A true and correct copy of the ‘765 Patent is attached hereto as Exhibit B and  
8 made a part hereof.

9 7. The ‘868 Patent and the ‘765 Patent are sometimes referred to herein collectively  
10 as “the Patents-in-Suit.”

11 8. As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to  
12 a method and system of protecting electronic, mechanical, and electromechanical devices and  
13 systems, such as for example a computer system, and their components and software from  
14 unauthorized use. Specifically, certain claims of the ‘868 and ‘765 Patents disclose the  
15 utilization of embedded agents within system components to allow for the enablement or  
16 disablement of the system component in which the agent is embedded. The invention disclosed  
17 in the Patents-in-Suit discloses a server that communicates with the embedded agent through the  
18 use of one or more handshake operations to authorize the embedded agent. When the embedded  
19 agent is authorized by the server, it enables the device or component, and when not authorized  
20 the embedded agent disables the device or component.

21 **FIRST CLAIM FOR RELIEF**

22 **(Patent Infringement)**

23 9. SoftVault repeats and realleges every allegation set forth above.

24 10. SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce  
25 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the  
26 right to prosecute this action.

27 11. Upon information and belief, TANGOE is liable under 35 U.S.C. §271(a) for  
28 direct infringement of the Patents-in-Suit because it manufactures, makes, has made, uses,

1 practices, imports, provides, supplies, distributes, sells, and/or offers for sale products and/or  
2 systems that practice one or more claims of the Patents-in-Suit.

3 12. More specifically, TANGOE infringes the Patents-in-Suit because it makes, uses,  
4 sells, and offers for sale products and systems which prevent unauthorized use of a computer  
5 system through the ability to enable or disable the operation of a device's components utilizing  
6 an authorization process performed by an embedded agent in the component device and a server.  
7 By way of example only, TANGOE's Mobile Device Management Software, sold individually  
8 and also part of its MatrixMobile Solution, at a minimum, in the past directly infringed and  
9 continues to directly infringe at least claims 1 and 44 of the '868 Patent, as well as at least claim  
10 9 of the '765 Patent.

11 13. TANGOE's Mobile Device Management (MDM) Software includes the  
12 capability to enable or disable a mobile device, such as a tablet or smart phone, to prevent misuse  
13 of the system. The TANGOE MDM software includes an agent (the "MDM client application")  
14 that is installed and embedded within a mobile device and communicates with a TANGOE server  
15 (the "MDM Server"). This communication includes a series of message exchanges,  
16 memorialized by authentication certificates, constituting a handshake operation between the  
17 MDM Server and the MDM client application. Through these exchanges the server and the  
18 embedded agent mutually authenticate one another, resulting in the authorization of a device in  
19 which the MDM client application is embedded. When the agent is authorized by the server, the  
20 mobile device operates normally and when the agent is not authorized, the mobile device is  
21 remotely locked, wiped, and/or disabled.

22 14. TANGOE has actual notice of the Patents-in-Suit at least as early as the filing of  
23 this Complaint.

24 15. SoftVault has been damaged as a result of TANGOE's infringing conduct.  
25 TANGOE is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for  
26 TANGOE's infringement, which, by law, cannot be less than a reasonable royalty, together with  
27 interest and costs as fixed by this Court under 35 U.S.C. § 284.  
28

**PRAYER FOR RELIEF**

SoftVault requests that the Court find in its favor and against TANGOE, and that the Court grant SoftVault the following relief:

- a. Judgment that one or more claims of the Patents-in-Suit have been infringed, either literally and/or under the doctrine of equivalents, by TANGOE;
- b. Judgment that TANGOE account for and pay to SoftVault all damages to and costs incurred by SoftVault because of TANGOE's infringing activities and other conduct complained of herein;
- c. That TANGOE, its officers, agents, servants and employees, and those persons in active concert and participation with any of them, be permanently enjoined from infringement of the Patents-in-Suit. In the alternative, if the Court finds that an injunction is not warranted, SoftVault requests an award of post judgment royalty to compensate for future infringement;
- d. That SoftVault be granted pre-judgment and post-judgment interest on the damages caused to it by reason of TANGOE's infringing activities and other conduct complained of herein;
- e. That this Court declare this an exceptional case and award SoftVault its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and
- f. That SoftVault be granted such other and further relief as the Court may deem just and proper under the circumstances.

**JURY DEMAND**

Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

1 DATED: July 16, 2014.

/s/ Benedict O'Mahoney

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