

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

PIXION, INC., a Delaware corporation,

Plaintiff,

vs.

**BIGBLUEBUTTON, INC., a Canadian
corporation, and BLINDSIDE
NETWORKS, Inc., a Canadian
corporation,**

Defendants.

Case No. 14-cv-993-SLR

DEMAND FOR JURY TRIAL

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Pixion, Inc. (“Pixion”) hereby alleges the following against Defendant BigBlueButton, Inc. (“BigBlueButton”) and Defendant Blindside Networks, Inc. (“Blindside”) (collectively “Defendants”):

NATURE OF THE ACTION

1. This is an action under the U.S. Patent Act, 35 U.S.C. § 1 *et seq.*, for infringement of several patents assigned to Pixion, Inc.

THE PARTIES

2. Plaintiff Pixion is a Delaware corporation.
3. Defendant BigBlueButton is a Canadian corporation.
4. Defendant Blindside is a Canadian corporation.

JURISDICTION AND VENUE

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

6. Defendant BigBlueButton is subject to personal jurisdiction in the District of Delaware (the “District”) because it regularly solicits and transacts business in the District and offers the accused product in the District via its active website <http://bigbluebutton.org>. [**Screenshot – Exhibit A**] Consumers in the District that visit the BigBlueButton active website can download and use the accused product by going to <http://demo.bigbluebutton.org>. [**Screenshot – Exhibit B**] BigBlueButton is downloaded an average of 600 times a week. [**Ottawa Business Journal Article – Exhibit C**] The accused product has been downloaded and used by the University of Delaware. [**Screenshots – Exhibits D and E**] The accused product has also been downloaded and used by the Delaware Technical Community College. [**Screenshot – Exhibit F**]

7. Defendant Blindside was formed in early 2009 to provide commercial support to Defendant BigBlueButton. “With a growing BigBlueButton community, in early 2009, Fred, Richard and Denis formed Blindside Networks, a company pursuing the traditional open source business model of providing commercial support for BigBlueButton. Going forward, if a university or college wanted commercial support, there was now (at least one) company that could provide it.” [**Exhibit G – excerpt from <http://bigbluebutton.org/history/>**] Blindside provides “support services to educational institutions” that use BigBlueButton and “provides support to companies integrating the system into their existing products.” [**Exhibit C**] Blindside sells “support services to the BigBlueButton community.” [**Exhibit C**] Blindside offers and sells support and hosting services for BigBlueButton and the accused BigBlueButton product in and throughout the United States. For example, Blindside offered and provided various support

and hosting services for BigBlueButton at the Apereo 2013 Conference in San Diego, California [http://blindsidenetworks.com/2013/06/demonstrating:bigbluebutton-sakai-integration-apereo-2013/]. Blindside also provided hosting and support services for BigBlueButton at the 2014 International Moodle Moot, which promoted itself as having attendees from across the globe: “even Antarctica.” [http://2014.import.org/]. Blindside further touts itself as “the founders of the BigBlueButton open source project.” [http://blindsidenetworks.com/]. As evidenced above, BigBlueButton is used by universities such as the University of Delaware and the Delaware Technical Community College. **[Exhibits D, E and F]**

8. Additionally, Blindside is subject to personal jurisdiction in the District because it regularly solicits and transacts business in the District and offers access to the accused BigBlueButton product, as well as access to Blindside’s support services for the accused BigBlueButton product, in the District via its active website <http://blindsidenetworks.com>. **[Screenshot – Exhibit H]** Consumers in the District that visit the Blindside active website are invited to contact Blindside regarding five different packages for “commercial support and hosting for BigBlueButton” – the Blindside active website describes each of the five packages and contains five buttons labeled “Contact Us!” inviting consumers in the District that visit the website to contact Blindside regarding its support and hosting services. **[Screenshot – Exhibit I]**

9. Venue is proper in the District pursuant to 28 U.S.C. §§ 1391 and § 1400.

THE PATENTS-IN-SUIT

10. Pixion is the owner by assignment of the entire right, title, and interest in United States Patent No. 7,418,476 (the “476 Patent”) entitled “Presenting Images in a Conference System.” The '476 Patent was duly and legally issued by the United States Patent and Trademark Office on

August 26, 2008. The '476 Patent is valid and enforceable. A true and correct copy of the '476 Patent is attached hereto as **Exhibit J**.

11. The '476 Patent contains three independent claims and twenty-eight dependent claims. The accused infringing product (hereafter “Accused BigBlueButton Product” or “Accused Product”) infringes at least independent claims 1 and 10 of the '476 Patent.

12. Pixion is the owner by assignment of the entire right, title, and interest in United States Patent No. 7,836,163 (the “'163 Patent”) entitled “Management of Stored Conference Data.” The '163 Patent was duly and legally issued by the United States Patent and Trademark Office on November 16, 2010. The '163 Patent is valid and enforceable. A true and correct copy of the '163 Patent is attached hereto as **Exhibit K**.

13. The '163 Patent contains one independent claim and thirty dependent claims. The Accused Product infringes at least independent claim 1 of the '163 Patent.

DESCRIPTION OF THE ACCUSED PRODUCT

14. The Accused BigBlueButton Product infringes one or more claims of the '476 patent in that it, among other things, supports a desktop sharing feature in a conference system in which images are presented to conference participants after at least one user selects a region on his screen to share, captures images associated with that region, transmits the data associated with the captured images to one or more other conference participants, using a time stamp with the transmitted data to synchronize the display of the transmitted data between the user's computer and at least one second computer of another conference participant.

15. The Accused BigBlueButton Product infringes one or more claims of the '163 patent in that it, among other things, supports video conferences, receives data generated during such video conferences, stores the data via a recording feature that can begin the recording in response

to a triggering event, allows retrieval of recorded conferences in response to a user request after a live conference has ended, and plays the recorded conference to the requesting user as a stream of conference data.

COUNT 1

Direct Infringement by BigBlueButton

16. Pixion repeats and re-alleges each of the allegations set forth in paragraphs 1 through 15 above as if fully set forth herein.

17. BigBlueButton directly infringes at least claims 1 and 10 of the '476 Patent by making, using, selling, distributing, and offering to sell a method and system for presenting images in a conference system which performs the method and system claimed in the '476 Patent, in violation of 35 U.S.C. § 271(a).

18. BigBlueButton directly infringes at least claim 1 of the '163 Patent by making, using, selling, distributing, and offering to sell a method for managing stored conferencing data which performs the method claimed in the '163 Patent, in violation of 35 U.S.C. § 271(a).

19. Pixion has been and continues to be damaged by BigBlueButton's direct infringement of the '476 Patent and '163 Patent in an amount to be proven at trial.

COUNT II

Induced Infringement by BigBlueButton

20. Pixion repeats and re-alleges each of the allegations set forth in paragraphs 1 through 19 above as if fully set forth herein.

21. BigBlueButton has been aware of the '476 Patent and '163 Patent since at least July 29, 2014, the date this action was filed.

22. BigBlueButton is indirectly infringing at least claims 1 and 10 of the '476 Patent by actively inducing Blindside, its customers, users and/or licensees to directly infringe by using Pixion's patented method and system as claimed in the '476 Patent in violation of 35 U.S.C. § 271(b)

23. BigBlueButton is indirectly infringing at least claim 1 of the '163 Patent by actively inducing Blindside, its customers, users and/or licensees to directly infringe by using Pixion's patented method as claimed in the '163 Patent in violation of 35 U.S.C. § 271(b).

24. Pixion has been and continues to be damaged by BigBlueButton's induced infringement of the '476 Patent and '163 Patent in an amount to be proven at trial.

COUNT III

Contributory Infringement by BigBlueButton

25. Pixion repeats and re-alleges each of the allegations set forth in paragraphs 1 through 24 above as if fully set forth herein.

26. BigBlueButton has been aware of the '476 Patent and '163 Patent since at least July 29, 2014, the date this action was filed.

27. BigBlueButton has offered to sell and sold within the United States a component or components claimed in the '476 Patent and '163 Patent, and/or material or apparatus for use in practicing the '476 Patent and '163 Patent, that constitute a material part of the inventions claimed in the '476 Patent and '163 Patent, knowing the same to be especially made or especially adapted for use in the infringement of the '476 Patent and '163 Patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use.

28. BigBlueButton is indirectly infringing at least claims 1 and 10 of the '476 Patent by actively inducing Blindside, its customers, users and/or licensees to commit acts of contributory

infringement with respect to one or more claims of the '476 Patent in violation of 35 U.S.C. § 271(c).

29. BigBlueButton is indirectly infringing at least claim 1 of the '163 Patent by actively inducing Blindside, its customers, users and/or licensees to commit acts of contributory infringement with respect to one or more claims of the '163 Patent in violation of 35 U.S.C. § 271(c).

30. Pixion has been and continues to be damaged by BigBlueButton's contributory infringement of the '476 Patent and '163 Patent in an amount to be proven at trial.

COUNT IV

Direct Infringement by Blindside Networks

31. Pixion repeats and re-alleges each of the allegations set forth in paragraphs 1 through 30 above as if fully set forth herein.

32. Blindside directly infringes at least claims 1 and 10 of the '476 Patent by making, using, selling, distributing, and offering to sell a method and system for presenting images in a conference system which performs the method and system claimed in the '476 Patent, in violation of 35 U.S.C. § 271(a).

33. Blindside directly infringes at least claim 1 of the '163 Patent by making, using, selling, distributing, and offering to sell a method for managing stored conferencing data which performs the method claimed in the '163 Patent, in violation of 35 U.S.C. § 271(a).

34. Pixion has been and continues to be damaged by Blindside's direct infringement of the '476 Patent and '163 Patent in an amount to be proven at trial.

DEMAND FOR JURY TRIAL

35. Pixion demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

For all the foregoing reasons, Pixion respectfully requests that this Court enter:

A. A judgment in favor of Pixion and against Defendants that they have directly infringed the '476 Patent and the '163 Patent;

B. A judgment in favor of Pixion and against BigBlueButton that it has infringed by inducement the '476 Patent and the '163 Patent;

C. A judgment in favor of Pixion and against BigBlueButton that it has committed contributory infringement of the '476 Patent and the '163 Patent;

D. A judgment and order requiring Defendants to pay Pixion damages adequate to compensate Pixion for their infringement pursuant to 35 U.S.C. § 284, including costs, expenses, and pre-judgment and post-judgment interest; and

E. Any and all other relief to which Pixion may show itself to be entitled.

Dated: October 28, 2014.

OF COUNSEL:

LEWIS ROCA ROTHGERBER LLP

Colby B. Springer (SBN 214868 CA)
4300 Bohannon Drive, Suite 230
Menlo Park, CA 94025
Telephone: (650) 391-1394
cspringer@lrrlaw.com

Jesús M. Vázquez (SBN 28110 CO)
1200 17th Street, Ste. 3000
Denver, CO 80202-5855
Telephone: (303) 628-9517
jvazquez@lrrlaw.com

Shane E. Olafson (SBN 024605 AZ; 4158556
NY)
Collier Center Suite 1200

O'KELLY ERNST & BIELLI, LLC

/s/ George Pazuniak
George Pazuniak (DE Bar. No. 478)
901 N. Market Street
Suite 1000
Wilmington, DE 19801
Telephone: (302) 478-4230
gp@del-iplaw.com

Attorneys for Plaintiff PIXION, INC.

201 E. Washington Street
Phoenix, AZ 85004-2595
Telephone: (602) 262-5327
solafson@lrrlaw.com

Brent Rasmussen (SBN 028033 AZ)
Collier Center Suite 1200
201 E. Washington Street
Phoenix, AZ 85004-2595
Telephone: (602) 262-5790
brasmussen@lrrlaw.com