

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

Automated Facilities Management Corporation
515 Congress Avenue, Suite 2300
Austin, Texas 78701

TangoPoint.com, Inc.
407 South 27th Avenue
Omaha, Nebraska 68131

Plaintiffs

v.

eMaint Enterprises, LLC
407 South
27th Avenue
Omaha, Nebraska 68131

ZOHO Corp.
4900 Hopyard Rd., Suite 310
Pleasanton, California 94588

Thinkage, Ltd.
85 McIntyre Drive
Kitchener, Ontario
N2R 1H6, Canada

MicroMain Corp.
5100 Bee Caves Rd
Austin, Texas 7874

Service Management Systems, Inc.
7135 Charlotte Pike, Suite 100
Nashville, Tennessee 37209

Vermont Systems, Inc.
12 Market Place
Essex Junction, Vermont 05452

Accela, Inc.
2633 Camino Ramon, Ste 120
Bishop Ranch 3
San Ramon, California 94583

Civil Action No.

enfoTech)
11 Princess Road, Unit A)
Lawrenceville, New Jersey 08648)
)
Defendants)
_____)

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Automated Facilities Management Corporation (AFMC), and TangoPoint.com, Inc. (TangoPoint) complain of Defendants, eMaint Enterprises, LLC, ZOHO Corp., Thinkage, Ltd., MicroMain Corp., Service Management Systems, Inc., Vermont Systems, Inc., Accela, Inc. and enfoTech, as follows:

JURISDICTION AND VENUE

1. This is an action for patent infringement under Title 35 United States Code.
2. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1338(a).
3. Plaintiff, Automated Facilities Management Corporation is a corporation located at: 515 Congress Avenue, Suite 2300, Austin, Texas 78701, and is an owner of United States Letters Patent No. 6,993,576, No. 7,548,970 and No. 7,606,919 by assignment from TangoPoint, Inc., a Delaware corporation located at 407 South 27th Avenue, Omaha, Nebraska 68131, which developed and patented a system and method for managing the maintenance of building facilities, (the '576 patent).
4. Plaintiff, TangoPoint.com, Inc., is a Delaware corporation located at 407 South 27th Avenue, Omaha, Nebraska 68131 and is an owner of United States Letters Patent No. 6,993,576, No. 7,548,970 and No. 7,606,919 by assignment from the inventors Frank Labedz and Srinivas Gaddam.

5. Defendant eMaint Enterprises, LLC is, upon information and belief, a corporation existing under the laws of the state of Nebraska and having a principle place of business at: 407 South 27th Avenue, Omaha, Nebraska 68131. eMaint is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. eMaint does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant eMaint under 28 U.S.C. §1391(b) and §1400(a).

6. Defendant Zoho Corp., upon information and belief, a corporation existing under the laws of the state of California and having a principle place of business at: 4900 Hopyard Rd., Suite 310, Pleasanton, California 94588. Zoho is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. Zoho does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant Zoho under 28 U.S.C. §1391(b) and §1400(a).

7. Defendant Thinkage, Ltd., upon information and belief, a corporation existing under the laws of Canada and having a principle place of business at: 85 McIntyre Drive, Kitchener, Ontario, N2R 1H6, Canada. Thinkage is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the

claims of the '576 patent in suit. Thinkage does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant Thinkage, under 28 U.S.C. §1391(b), §1391(d) and §1400(a).

8. Defendant MicroMain Corp., upon information and belief, a corporation existing under the laws of the state of Texas and having a principle place of business at: 5100 Bee Caves Rd., Austin, Texas 7874. MicroMain is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. MicroMain does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant MicroMain under 28 U.S.C. §1391(b) and §1400(a).

9. Defendant Service Management Systems, Inc., upon information and belief, a corporation existing under the laws of the state of Tennessee and having a principle place of business at: 7135 Charlotte Pike, Suite 100, Nashville, Tennessee 37209. SMS is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. SMS does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant SMS under 28 U.S.C. §1391(b) and §1400(a).

10. Defendant Vermont Systems, Inc., upon information and belief, a corporation existing under the laws of the state of Vermont and having a principle place of business at: 12 Market Place, Essex Junction, Vermont 05452. Vermont Systems is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. Vermont Systems does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant Vermont Systems under 28 U.S.C. §1391(b) and §1400(a).

11. Defendant Accela, Inc., upon information and belief, a corporation existing under the laws of the state of California and having a principle place of business at: 2633 Camino Ramon, Ste 120, Bishop Ranch 3, San Ramon, California 94583. Accela is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products covered under the claims of the '576 patent in suit. Accela does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant Accela under 28 U.S.C. §1391(b) and §1400(a).

12. Defendant enfoTech, upon information and belief, a corporation existing under the laws of the state of New Jersey and having a principle place of business at: 11 Princess Road, Unit A, Lawrenceville, New Jersey 08648. enfoTech is engaged in making, using, offering for sale and selling software for managing the maintenance of building facilities as taught and claimed in the '576 patent in suit and is offering for sale and selling or licensing products

covered under the claims of the '576 patent in suit. enfoTech does substantial business in Nebraska and has advertised, offered for sale and sold infringing product in the State of Nebraska, in this Judicial District. Jurisdiction and Venue are proper in this District as to Defendant enfoTech under 28 U.S.C. §1391(b) and §1400(a).

GENERAL ALLEGATIONS

13. The '576 patent was filed as a patent application on June 13, 2000. The patent application was examined by the United States Patent and Trademark Office, and issued on January 31, 2006 as the 6,993,576 patent entitled: SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES.

14. The '970 patent was filed as a patent application on January 26, 2006, claiming priority as a continuation of application Ser. No. 09/592,686, filed Jun. 13, 2000 now U.S. Pat. No. 6,993,576. The patent application was examined by the United States Patent and Trademark Office, and issued on June 16, 2009 as the 7,548,970 patent entitled: SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES.

15. The '919 patent was filed as a patent application on January 26, 2006 claiming priority as a continuation of application Ser. No. 09/592,686, filed Jun. 13, 2000 now U.S. Pat. No. 6,993,576. The patent application was examined by the United States Patent and Trademark Office, and issued on October 20, 2009 as the 7,606,919 patent entitled: SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES.

16. The '576 patent was issued after careful examination by the United States Patent and Trademark Office, which determined the invention as claimed to be new, useful and unobvious.

17. The '576 patent has fifteen claims, including exemplary claim 1, which reads as follows:

1. A system for managing operational facilities, the system being of the type which utilizes predefined events to carry out managing operations for the facilities, said system comprising:
 - at least one server adapted to receive the predefined events from a client and forward said events to a clearinghouse via a communication link, the predefined events, including a job site set-up event;
 - at least one client having a unique login identity and adapted to selectively send the predefined events to said server via said communication link; and,
 - a clearinghouse connected to each said server and each said client via said communication link for selectively storing data from each server and each client in a database, and being adapted to selectively authorize predefined events by each client according to said login identity of each such client, to selectively schedule predefined events in response to data stored in said database and to monitor the status of all events stored in said database;
- wherein during said job site-setup event said authorized client is adapted to execute:
 - a contact-setup event that allows said authorized client to input and edit contact data for said job site data;
 - a vendor-setup event that allows said authorized client to input and edit vendor data for said job site data;
 - an inspection-setup event that allows said authorized client to input and edit inspection data for said job site data; and,
 - a special-actions-setup event that allows said authorized client to input and edit special-action data for said job site data.

18. The '576 patent also includes independent claims 3, 6 and 12 defining systems for managing operational facilities.

19. The '970 patent was issued after careful examination by the United States Patent and Trademark Office, which determined the invention as claimed to be new, useful and unobvious.

20. The '970 patent has fifty-five claims, including exemplary apparatus claim 1, which reads as follows:

1. A system for managing the maintenance of building facilities, the system being of the type which utilizes predefined events to carry out managing operations for

the building facilities, said system comprising:

- at least one server is operable to receive predefined events including building inspection events from a client that can be located at the building facilities and forward said events to a clearinghouse via a communication link;

- at least one client having a unique login identity and is operable to selectively send said predefined events to said server via said communication link; and,

- a clearinghouse connected to each said server and each said client via said communication link for selectively storing data from each server and each client in a database, and is operable to authorize selected predefined events that can be performed by each client according to said login identity of each such client, to selectively schedule predefined events in response to data stored in said database and to monitor the status of all said predefined events stored in said database.

21. The '970 patent also includes independent method claim 51 defining a method for managing operational facilities:

51. A method for managing the maintenance of building facilities using predefined events to carry out managing operations for the building facilities, wherein the events are exchanged between at least one client having a unique login identity and at least one server connected to a clearinghouse over a communication link, the method comprising the steps of:

- selectively sending, by the client, events including building inspection events to at least one server via communication link;

- forwarding, by the server, said events to a clearinghouse via the communication link; and,

- authorizing, by the clearinghouse, said events from each client according to said login identity of each such client;

- storing, by the clearinghouse, said events in a database;

- selectively scheduling, by the clearinghouse, predefined events in response to said events stored in said database, and

- monitoring, by the clearinghouse, the status of all events stored in said database.

22. The '919 patent was issued after careful examination by the United States Patent and Trademark Office, which determined the invention as claimed to be new, useful and unobvious.

23. The '919 patent has 15 claims, including exemplary claim 1, which reads as follows:

1. A system for managing operational facilities, the system being of the type which utilizes predefined events to carry out managing operations for the facilities, said system comprising:

- at least one server configured to receive the predefined events from a client, the predefined events, including a job site set-up event;
- at least one client having a unique login identity and configured to selectively send the predefined events to said server via a communication link;
- and,
- said at least one server being configured to perform a clearinghouse function and selectively store data from each client in a database, and to selectively authorize predefined events by each client according to said login identity of each such client, to selectively schedule predefined events in response to data stored in said database and to monitor the status of all events stored in said database;
- wherein during said job site-setup event said authorized client is configured to execute:
 - a contact-setup event that allows said authorized client to input and edit contact data for said job site data;
 - a vendor-setup event that allows said authorized client to input and edit vendor data for said job site data;
 - an inspection-setup event that allows said authorized client to input and edit inspection data for said job site data; and,
 - a special-actions-setup event that allows said authorized client to input and edit special-action data for said job site data.

24. The '919 patent also includes independent claims 3, 6 and 12 defining systems for managing operational facilities.

25. eMaint manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "eMaintX3." The eMaint system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The eMaint System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status

of events. The eMaint system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

26. Zoho manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "Manage Engine and Facilities Desk." The Zoho system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The Zoho System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The Zoho system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

27. Thinkage manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "Main Boss Advantage." The Thinkage system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The Thinkage System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a

clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The Thinkage system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

28. MicroMain manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "Maintenance Management." The MicroMain system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The MicroMain System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The MicroMain system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

29. SMS manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "WorkStrEAM." The SMS system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The SMS System also has all of the elements of the

claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The SMS system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

30. Vermont Systems manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "MainTrac." The Vermont Systems system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The Vermont Systems System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The Vermont Systems system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

31. Accela manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "Accela Advantage." The Accela system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an

inspection-setup event, and, a special-actions-setup event. The Accela System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The Accela system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

32. enfoTech manufactures, uses, offers for sale or license, and sells and/or licenses a system for managing operational facilities referred to as "iPacs and Pacs 2000." The enfoTech system has all of the elements of the claims of the '576 patent, including: the utilization of predefined events to carry out management operations for facilities, a server, a client, a clearinghouse, a job site set-up event; a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and, a special-actions-setup event. The enfoTech System also has all of the elements of the claims of the '970 patent, including: a server for predefined events; a clearinghouse; a client; a clearinghouse to authorize selected events, to selectively schedule events and to monitor status of events. The enfoTech system also has all of the elements of the claims of the '919 patent, including: a clearinghouse server, predefined events, a job site set-up event, a one client having a unique login identity, a database, a contact-setup event, a vendor-setup event, an inspection-setup event, and a special-actions-setup event.

PATENT INFRINGEMENT OF 6,993,576

33. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

34. Plaintiff owns and has at all times owned and has had standing to sue for infringement of United States Letters Patent 6,993,576 which was duly and legally issued on January 31, 2006.

35. The '576 patent properly names Frank Labedz and Srinivas Gaddam as inventors, is entitled "SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES" and includes independent Claims 1, 3, 6 and 12.

COUNT I
PATENT INFRINGEMENT BY EMAINT ENTERPRISES

36. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

37. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe the claims of the '576 patent.

38. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

39. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. eMaint Enterprises' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

40. Plaintiff is entitled to recover from the Defendant eMaint Enterprises the damages sustained as a result of Defendant's infringing acts.

41. Defendant eMaint Enterprises has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant eMaint Enterprises' continued infringement is

with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT II
PATENT INFRINGEMENT BY ZOH0 CORPORATION

42. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

43. Upon information and belief, Defendant Zoho has infringed and continues to infringe the claims of the '576 patent.

44. Upon information and belief, Defendant Zoho has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

45. Upon information and belief, Defendant Zoho has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. Zoho's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

46. Plaintiff is entitled to recover from the Defendant Zoho the damages sustained as a result of Defendant's infringing acts.

47. Defendant Zoho has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant Zoho's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT III
PATENT INFRINGEMENT BY THINKAGE LTD

48. Plaintiff realleges each and every allegation set forth above and incorporates them

herein by reference.

49. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '576 patent.

50. Upon information and belief, Defendant Thinkage has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

51. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. Thinkage's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

52. Plaintiff is entitled to recover from the Defendant Thinkage the damages sustained as a result of Defendant's infringing acts.

53. Defendant Thinkage has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant Thinkage's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT IV
PATENT INFRINGEMENT BY MICROMAIN CORPORATION

54. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

55. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '576 patent.

56. Upon information and belief, Defendant MicroMain has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

57. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. MicroMain's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

58. Plaintiff is entitled to recover from the Defendant MicroMain the damages sustained as a result of Defendant's infringing acts.

59. Defendant MicroMain has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant MicroMain's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT V
PATENT INFRINGEMENT BY SERVICE MANAGEMENT SYSTEMS

60. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

61. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '576 patent.

62. Upon information and belief, Defendant SMS has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

63. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. SMS' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

64. Plaintiff is entitled to recover from the Defendant SMS the damages sustained as a result of Defendant's infringing acts.

65. Defendant SMS has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant SMS' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT VI
PATENT INFRINGEMENT BY VERMONT SYSTEMS

66. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

67. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '576 patent.

68. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

69. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. Vermont Systems' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

70. Plaintiff is entitled to recover from the Defendant Vermont Systems the damages sustained as a result of Defendant's infringing acts.

71. Defendant Vermont Systems has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant Vermont Systems' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of

Plaintiff's rights.

COUNT VII
PATENT INFRINGEMENT BY ACCELA

72. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

73. Upon information and belief, Defendant Accela has infringed and continues to infringe the claims of the '576 patent.

74. Upon information and belief, Defendant Accela has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

75. Upon information and belief, Defendant Accela has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. Accela's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

76. Plaintiff is entitled to recover from the Defendant Accela the damages sustained as a result of Defendant's infringing acts.

77. Defendant Accela has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant Accela's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT VIII
PATENT INFRINGEMENT BY ENFOTECH

78. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

79. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '576 patent.

80. Upon information and belief, Defendant enfoTech has infringed and continues to infringe at least claims 1, 2, 6, 7, 11, 12, 13, 14 and 15.

81. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '576 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '576 patent. enfoTech's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

82. Plaintiff is entitled to recover from the Defendant enfoTech the damages sustained as a result of Defendant's infringing acts.

83. Defendant enfoTech has knowledge of Plaintiff's rights in the '576 patent as of the filing of this suit and Defendant enfoTech's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

PATENT INFRINGEMENT OF 7,548,970

84. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

85. Plaintiff owns and has at all times owned and has had standing to sue for infringement of United States Letters Patent 7,548,970 which was duly and legally issued on June 16, 2009.

86. The '970 patent properly names Frank Labedz and Srinivas Gaddam as inventors, is entitled "SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES" and includes independent Claims 1 and 51.

COUNT IX
PATENT INFRINGEMENT BY EMAINT ENTERPRISES

87. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

88. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe the claims of the '970 patent.

89. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

90. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. eMaint Enterprises' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

91. Plaintiff is entitled to recover from the Defendant eMaint Enterprises the damages sustained as a result of Defendant's infringing acts.

92. Defendant eMaint Enterprises has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant eMaint Enterprises' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT X
PATENT INFRINGEMENT BY ZOHO CORPORATION

93. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

94. Upon information and belief, Defendant Zoho has infringed and continues to

infringe the claims of the '970 patent.

95. Upon information and belief, Defendant Zoho has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

96. Upon information and belief, Defendant Zoho has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. Zoho's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

97. Plaintiff is entitled to recover from the Defendant Zoho the damages sustained as a result of Defendant's infringing acts.

98. Defendant Zoho has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant Zoho's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XI
PATENT INFRINGEMENT BY THINKAGE LTD

99. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

100. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '970 patent.

101. Upon information and belief, Defendant Thinkage has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

102. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured,

distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. Thinkage's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

103. Plaintiff is entitled to recover from the Defendant Thinkage the damages sustained as a result of Defendant's infringing acts.

104. Defendant Thinkage has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant Thinkage's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XII
PATENT INFRINGEMENT BY MICROMAIN CORPORATION

105. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

106. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '970 patent.

107. Upon information and belief, Defendant MicroMain has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

108. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. MicroMain's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

109. Plaintiff is entitled to recover from the Defendant MicroMain the damages sustained as a result of Defendant's infringing acts.

110. Defendant MicroMain has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant MicroMain's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XIII
PATENT INFRINGEMENT BY SERVICE MANAGEMENT SYSTEMS

111. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

112. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '970 patent.

113. Upon information and belief, Defendant SMS has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

114. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. SMS' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

115. Plaintiff is entitled to recover from the Defendant SMS the damages sustained as a result of Defendant's infringing acts.

116. Defendant SMS has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant SMS' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XIV
PATENT INFRINGEMENT BY VERMONT SYSTEMS

117. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

118. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '970 patent.

119. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

120. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. Vermont Systems ' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

121. Plaintiff is entitled to recover from the Defendant Vermont Systems the damages sustained as a result of Defendant's infringing acts.

122. Defendant Vermont Systems has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant Vermont Systems' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XV
PATENT INFRINGEMENT BY ACCELA

123. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

124. Upon information and belief, Defendant Accela has infringed and continues to

infringe the claims of the '970 patent.

125. Upon information and belief, Defendant Accela has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

126. Upon information and belief, Defendant Accela has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. Accela's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

127. Plaintiff is entitled to recover from the Defendant Accela the damages sustained as a result of Defendant's infringing acts.

128. Defendant Accela has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant Accela's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XVI
PATENT INFRINGEMENT BY ENFOTECH

129. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

130. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '970 patent.

131. Upon information and belief, Defendant enfoTech has infringed and continues to infringe at least independent claims 1 and 51 and the claims dependant therefrom.

132. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '970 patent by manufacturing or causing to be manufactured,

distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '970 patent. enfoTech's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

133. Plaintiff is entitled to recover from the Defendant enfoTech the damages sustained as a result of Defendant's infringing acts.

134. Defendant enfoTech has knowledge of Plaintiff's rights in the '970 patent as of the filing of this suit and Defendant enfoTech's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

PATENT INFRINGEMENT OF 7,606,919

135. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

136. Plaintiff owns and has at all times owned and has had standing to sue for infringement of United States Letters Patent 7,606,919 which was duly and legally issued on October 20, 2009.

137. The '919 patent properly names Frank Labedz and Srinivas Gaddam as inventors, is entitled "SYSTEM AND METHOD FOR MANAGING MAINTENANCE OF BUILDING FACILITIES" and includes independent Claims 1, 3, 6 and 12.

COUNT XVII
PATENT INFRINGEMENT BY EMAINT ENTERPRISES

138. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

139. Upon information and belief, Defendant eMaint Enterprises has infringed and

continues to infringe the claims of the '919 patent.

140. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

141. Upon information and belief, Defendant eMaint Enterprises has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. eMaint Enterprises' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

142. Plaintiff is entitled to recover from the Defendant eMaint Enterprises the damages sustained as a result of Defendant's infringing acts.

143. Defendant eMaint Enterprises has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant eMaint Enterprises' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XVIII
PATENT INFRINGEMENT BY ZOHO CORPORATION

144. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

145. Upon information and belief, Defendant Zoho has infringed and continues to infringe the claims of the '919 patent.

146. Upon information and belief, Defendant Zoho has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

147. Upon information and belief, Defendant Zoho has infringed and continues to

infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. Zoho's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

148. Plaintiff is entitled to recover from the Defendant Zoho the damages sustained as a result of Defendant's infringing acts.

149. Defendant Zoho has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant Zoho's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XIX
PATENT INFRINGEMENT BY THINKAGE LTD

150. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

151. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '919 patent.

152. Upon information and belief, Defendant Thinkage has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

153. Upon information and belief, Defendant Thinkage has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. Thinkage's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

154. Plaintiff is entitled to recover from the Defendant Thinkage the damages

sustained as a result of Defendant's infringing acts.

155. Defendant Thinkage has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant Thinkage's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XX
PATENT INFRINGEMENT BY MICROMAIN CORPORATION

156. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

157. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '919 patent.

158. Upon information and belief, Defendant MicroMain has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

159. Upon information and belief, Defendant MicroMain has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. MicroMain's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

160. Plaintiff is entitled to recover from the Defendant MicroMain the damages sustained as a result of Defendant's infringing acts.

161. Defendant MicroMain has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant MicroMain's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XXI
PATENT INFRINGEMENT BY SERVICE MANAGEMENT SYSTEMS

162. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

163. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '919 patent.

164. Upon information and belief, Defendant SMS has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

165. Upon information and belief, Defendant SMS has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. SMS' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

166. Plaintiff is entitled to recover from the Defendant SMS the damages sustained as a result of Defendant's infringing acts.

167. Defendant SMS has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant SMS' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XXII
PATENT INFRINGEMENT BY VERMONT SYSTEMS

168. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

169. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '919 patent.

170. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

171. Upon information and belief, Defendant Vermont Systems has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. Vermont Systems ' infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

172. Plaintiff is entitled to recover from the Defendant Vermont Systems the damages sustained as a result of Defendant's infringing acts.

173. Defendant Vermont Systems has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant Vermont Systems' continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XXIII
PATENT INFRINGEMENT BY ACCELA

174. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

175. Upon information and belief, Defendant Accela has infringed and continues to infringe the claims of the '919 patent.

176. Upon information and belief, Defendant Accela has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

177. Upon information and belief, Defendant Accela has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured,

distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. Accela's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

178. Plaintiff is entitled to recover from the Defendant Accela the damages sustained as a result of Defendant's infringing acts.

179. Defendant Accela has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant Accela's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

COUNT XIV
PATENT INFRINGEMENT BY ENFOTECH

180. Plaintiff realleges each and every allegation set forth above and incorporates them herein by reference.

181. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '919 patent.

182. Upon information and belief, Defendant enfoTech has infringed and continues to infringe at least independent claims 1, 3, 6 and 12 and the claims dependant therefrom.

183. Upon information and belief, Defendant enfoTech has infringed and continues to infringe the claims of the '919 patent by manufacturing or causing to be manufactured, distributing, using, offering to sell, selling and/or licensing products which infringe the claims of the '919 patent. enfoTech's infringement is a literal infringement of the claims and/or an equivalent infringement of the claims.

184. Plaintiff is entitled to recover from the Defendant enfoTech the damages sustained as a result of Defendant's infringing acts.

185. Defendant enfoTech has knowledge of Plaintiff's rights in the '919 patent as of the filing of this suit and Defendant enfoTech's continued infringement is with full knowledge of and in disregard for those rights, and constitutes willful infringement of Plaintiff's rights.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgement against Defendants as follows:

186. That Defendants be each individually held to have infringed each of the '576, '970 and '919 patents.

187. That the Defendants be each individually held to have willfully infringed.

188. That Defendants, their customers, licensees, directors, officers, agents, servants, employees and all other persons in active concert or privity or in participation with them be enjoined from directly or indirectly infringing Plaintiff's patent.

189. That Defendants each individually be enjoined to deliver upon oath, to be impounded during the pendency of this action, and delivered to Plaintiff pursuant to judgement herein, all originals, copies, facsimiles, or duplicates of any software, device or system shown by the evidence to infringe Plaintiff's patent.

190. That Defendants each individually be required to file with the Court and to serve on Plaintiff, within 30 days after service of the Court's order as herein prayed, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the Court's order.

191. That judgement be entered for Plaintiff against Defendants, for Plaintiff's actual damages according to proof, and for any additional profits attributable to infringements of Plaintiff's patent.

192. That judgement be entered for Plaintiff against Defendants, for statutory damages based upon Defendant's acts of patent infringement and for its other violations of law.

193. That Defendants be required to account for all gains, profits, and advantages derived from its acts of infringement and for its other violations of law.

194. That judgement be entered for Plaintiff and against Defendants, for trebling of the damages awarded for patent infringement.

195. That Plaintiff have judgement against the Defendants for Plaintiff's costs and attorney's fees.

196. That the Court grant such other, further, and different relief as the Court deems proper under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests and demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Joseph J Zito
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