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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MONSTER PATENTS, LLC, )  
)  
Plaintiff )  
)  
v. )  
)  
TIGERLOGIC CORPORATION )  
)  
Defendant )  
-----X

CASE NO. 15-cv-5165

**COMPLAINT FOR PATENT  
INFRINGEMENT;  
DEMAND FOR JURY TRIAL**

Plaintiff Monster Patents, LLC ("Monster"), for its complaint against Defendant TigerLogic Corporation ("TigerLogic"), alleges as follows:

1. Plaintiff Monster is a Limited Liability Company duly organized pursuant to the laws of the State of Florida, having its principal place of business at 555 S. Lake Destiny Drive, Orlando, FL 32810.

2. Upon information and belief, Defendant TigerLogic is a corporation organized under the laws of Delaware, having a regular and established place of business at 25A Technology Drive, Irvine, California, 92618.

3. This is an action for patent infringement arising under the Patent Laws of the United States, as set forth in 35 U.S.C. §§271 and 281 through 285.

4. This Court has jurisdiction over the subject matter of this action with regard to the patent infringement claims under 28 U.S.C. §1338(a) and §1332(a).

5. On information and belief, Defendant TigerLogic transacts business within the state of New York or contracts elsewhere to supply services in the state of New York.

6. On information and belief, Defendant TigerLogic has committed tortious acts causing injury to Plaintiff Monster within the state of New York.

7. On information and belief, Defendant TigerLogic has committed acts outside the state of New York, causing injury to the Plaintiff Monster within the state of New York.

8. On information and belief, Defendant TigerLogic regularly does or solicits business, or engages in other persistent conduct, and derives substantial revenue from services rendered within the state of New York.

9. On information and belief, Defendant TigerLogic expected or should reasonably have expected its acts committed outside the State of New York to have consequences in the state of New York and derives substantial revenue from interstate or international commerce.

10. On information and belief, Plaintiff Monster and Defendant TigerLogic are citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

11. Venue is proper before this Court under 28 U.S.C. §§ 1391(b) and 1391(c).

**CAUSE OF ACTION FOR PATENT INFRINGEMENT**

12. Plaintiff Monster repeats and realleges the allegations contained in paragraphs 1 through 11 above, as if fully repeated and restated herein.

13. The United States government duly and legally issued United States Patent No. 8,615,565 (the "Patent") for inventions relating to a system and method for automatically obtaining contents and displaying same on location-specific screens, based upon content attributes associated with the display screens.

14. A true copy of the Patent is attached hereto as Exhibit "A".

15. The Patent is and remains valid and enforceable.

16. At all relevant times, Plaintiff Monster has been the lawful owner of the Patent, and has had the right to sue and to recover for any and all infringement(s) of the Patent.

17. Upon information and belief, within the six years prior to the filing of this lawsuit, and continuing through the present date, Defendant TigerLogic is infringing and has infringed the Patent within the United States, and within the state of New York, including without limitation through the building, maintenance, operation and/or control of an interactive system for displaying contents on a geographic location-specific display screen and practicing a computer-implemented method for displaying contents on a geographic location-specific display screen performed on such interactive system, which infringes the Patent, and by the marketing, offering for sale and sale of services provided on such system,

which infringes the Patent.

18. Upon information and belief, TigerLogic utilizes a software platform called “POSTANO” in order to provide advertising campaigns including the infringing system and method.

19. Upon information and belief, POSTANO is a real-time hosted social content aggregation, activation, and visualization platform, bringing together social media conversations and content streams from around the web.

20. Upon information and belief, Defendant TigerLogic’s POSTANO software platform aggregates social content from multiple sources including Twitter, Facebook, Instagram, Tumblr, Pinterest and others.

21. Upon information and belief, Defendant TigerLogic’s POSTANO software platform allows the aforementioned content streams to be moderated, curated, analyzed, and then displayed in venues having digital display screens.

22. Upon information and belief, the features of Defendant TigerLogic’s POSTANO software platform include native mobile moderation apps for iPhone and Android, and advanced social visualizations built with customizable software for content that can be displayed on large digital screen arrays.

23. Upon information and belief, subsequent to the issuance of the Patent, Defendant TigerLogic participated in many advertising campaigns throughout the United States utilizing its POSTANO software platform associated with numerous events, in public places, retail stores, sports teams/arenas, conferences and other venues, which campaigns infringed the Patent.



24. Upon information and belief, subsequent to the issuance of the Patent, Defendant TigerLogic participated in an advertising campaign for the flagship Nine West retail store in New York City utilizing a system and method based upon its POSTANO software platform, which infringed the Patent.

25. Upon information and belief, subsequent to the issuance of the Patent, Defendant TigerLogic participated in an advertising campaign at Chelsea Market in New York City utilizing a system and method based upon its POSTANO software platform, which infringed the Patent.

26. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic displayed images on a display screen located in New York City provided and/or controlled by apparatus connected to the Internet.

27. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic included Internet connected apparatus which was capable of and did automatically receive content including text and/or images from social network and/or other sources, at least one of such received content containing a content attribute identifying a display screen located in New York City.

28. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic included Internet connected apparatus which was capable of and did associate the received location identifying content attribute with a

display screen located in New York City.

29. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic included Internet connected apparatus which was capable of and did automatically search data streams from external sources to identify contents based upon the received content attribute associated with the display screen in New York City.

30. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic included Internet connected apparatus which was capable of and did automatically retrieve at least one of the identified contents.

31. Upon information and belief, in each of the aforementioned advertising campaigns in which Defendant TigerLogic participated, the infringing system and method provided by Defendant TigerLogic included Internet connected apparatus which was capable of and did cause a display screen located in New York City to display the retrieved identified contents.

32. Upon information and belief, Defendant TigerLogic has therefore infringed the Patent within the United States, and within the state of New York, including without limitation through the building, maintenance, operation and/or control of an interactive system for displaying contents on a geographic location-specific display screen and by practicing a computer-implemented method for displaying contents on a geographic location-specific display screen performed on such interactive system, and by the marketing, offering for sale and sale of services provided on such interactive system.

33. On or about April 29, 2014, counsel for Plaintiff Monster informed Richard W. Koe, President and Chief Executive Officer of Defendant TigerLogic, in writing by letter, of the Patent and the infringement thereof by TigerLogic, suggesting that TigerLogic consider taking a license under the Patent; however, Defendant TigerLogic has thus far refused to do so and has also refused to cease its infringing activities. A true copy of Plaintiff's letter to Mr. Koe is attached hereto as Exhibit B.

34. Upon information and belief, Plaintiff Monster has been damaged by Defendant TigerLogic's infringing activities, and Defendant TigerLogic is liable for such damages, in an amount to be determined, but not less than \$144,000 per infringement.

35. Defendant TigerLogic's wrongful acts have damaged and will continue to damage Plaintiff Monster, irreparably, and Plaintiff Monster has no adequate remedy at law for those wrongs and injuries.

36. The damage to Plaintiff Monster includes harm to its goodwill and reputation in the marketplace that money cannot compensate. In addition to its actual damages, Plaintiff is therefore entitled to a preliminary and permanent injunction restraining and enjoining Defendant TigerLogic and its agents, servants and employees, and all persons acting thereunder, in concert with, or on their behalf, from infringing the Patent, including without limitation restraining and enjoining the building, maintenance, operation and/or control of an interactive system for displaying contents on a geographic location-specific display screen and practicing a computer-implemented method for displaying contents on a geographic location-specific display screen performed on such interactive system, and by the marketing, offering for sale and sale of services provided on such interactive system.



37. As a result of the continued infringement of the Patent by Defendant TigerLogic, with knowledge of the Patent, as set forth in the letter of Exhibit B dated April 29, 2014, Plaintiff Monster is entitled to an award of compensatory damages of no less than \$144,000 per infringement, increased three times that amount to \$432,000 per infringement, pursuant to 35 U.S.C. § 284.

38. Further, the continued infringement of the Patent by Defendant TigerLogic, with knowledge of the Patent, as set forth in the letter of Exhibit B dated April 29, 2014, constitutes willful infringement, making this an exceptional case under 35 U.S.C. § 285 warranting an award of reasonable attorneys' fees to Plaintiff Monster.



**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Monster Patents LLC prays for judgment against Defendant TigerLogic Corporation, as follows:

1. That U.S. Patent No. 8,615,565 be determined enforceable for its life and duration;
2. That Defendant TigerLogic has infringed U.S. Patent No. 8,615,565, and that such infringement has been willful;
3. That an accounting be had for the damages caused Plaintiff Monster Patents LLC by the infringing activities of Defendant TigerLogic and that such damages, including damages for lost profits and/or a reasonable royalty in an amount not less than \$144,000.00 per infringement, which sum should be trebled to \$432,000.00 per infringement pursuant to 35 U.S.C. §284, with interest thereon, be awarded to Plaintiff Monster LLC;
4. That Plaintiff Monster Patents LLC be granted preliminary and permanent injunctive relief restraining and enjoining Defendant TigerLogic and its agents, servants and employees, and all persons acting thereunder, in concert with, or on its behalf, from infringing U.S. Patent No. 8,615,565 in the United States, including without limitation restraining and enjoining the building, maintenance, operation and/or control of an interactive system for displaying contents on a geographic location-specific display screen and practicing a computer-implemented method for displaying contents on a geographic location-specific display screen performed on such interactive system, and marketing, offering for sale and sale of services provided on such interactive system which infringe U.S. Patent No. 8,615,565.

5. That Plaintiff Monster Patents LLC be granted further injunctive relief directing Defendant TigerLogic to provide Plaintiff Monster LLC with names and contact information for all persons who purchased, licensed or used any of the equipment and/or services provided by Defendant TigerLogic which infringe U.S. Patent No. 8,615,565 within the United States, and to notify each such persons that such equipment and services have been found to be illegal and infringing;

6. That Plaintiff Monster Patents LLC be awarded its attorneys' fees, costs and expenses in this action, pursuant to 35 U.S.C. §285;

7. That Plaintiff Monster Patents LLC be awarded prejudgment and post-judgment interest on all sums awarded to Plaintiff Monster Patents LLC herein; and

8. That Plaintiff Monster Patents LLC be awarded such further necessary and proper relief as the Court may deem equitable and just.

Dated: July 2, 2015

EPSTEIN, DRANGEL LLP

By:  \_\_\_\_\_

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**JURY TRIAL DEMANDED**

Plaintiff Monster Patents LLC hereby demands a trial by jury of all issues so triable.

Dated: July 2, 2015

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