

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

	§	
UNILOC USA, INC., and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 6:15-cv-1006
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
TLM, INC. d/b/a	§	
ROBERT MCNEEL & ASSOCIATES,	§	
	§	JURY TRIAL DEMANDED
Defendant.	§	
	§	

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs, Uniloc USA, Inc., and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, TLM, Inc. d/b/a/ Robert McNeel & Associates (“McNeel”), allege as follows:

**THE PARTIES**

1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc also maintains a placed of business at 102 N. College, Suite 603, Tyler, Texas 75702.
2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4<sup>th</sup> Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).
3. Uniloc has researched, developed, manufactured and licensed information security technology solutions, platforms and frameworks, including solutions for securing

software applications and digital content. Uniloc Luxembourg has been awarded and owns a number of patents. Uniloc's technologies enable, for example, software and content publishers to distribute and sell their valuable technologies securely and with a minimum burden to their legitimate and authorized end users. Uniloc's technologies are used in several markets, including property rights management and critical infrastructure security.

4. Upon information and belief, McNeel is a Washington corporation having a principal place of business at 3670 Woodland Park Avenue N., Seattle, Washington 98103 and does business in Texas and the judicial Eastern District of Texas. McNeel may be served with process through its registered agent, Robert McNeel, 3670 Woodland Park Avenue N., Seattle, Washington 98103.

#### **JURISDICTION AND VENUE**

5. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, McNeel is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas and/or has a regular and established place of business in this judicial district.

7. McNeel is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and judicial district, including: (A) at least part of its past infringing activities, and (B) regularly doing or soliciting

business, engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

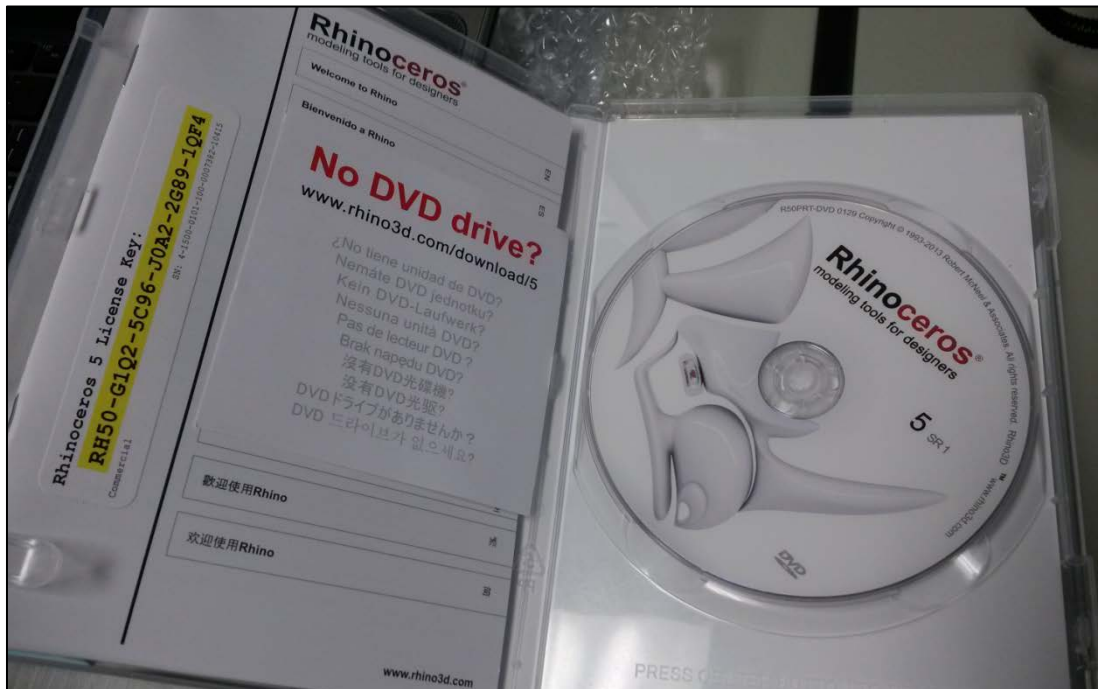
**COUNT I**  
(INFRINGEMENT OF U.S. PATENT NO. 7,024,696)

8. Uniloc incorporates paragraphs 1-7 above by reference.

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,024,696 (“the ‘696 Patent”), entitled METHOD AND SYSTEM FOR PREVENTION OF PIRACY OF A GIVEN SOFTWARE APPLICATION VIA A COMMUNICATIONS NETWORK that issued on April 4, 2006. A true and correct copy of the ‘696 Patent is attached as Exhibit A hereto.

10. Uniloc USA is the exclusive licensee of the ‘696 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. McNeel has sold in the United States a software product titled Rhinoceros 5/Rhino 5 that includes a License Key:



12. Upon information and belief, the following describes, at least in part, the system requirements and recommendations for McNeel's Rhinoceros 5 product:

### System requirements and recommendations

Rhino 5 for Windows runs on ordinary Windows desktop and laptop computers, with:

**Hardware:**

- 1 GB RAM. 8 GB or more is recommended
- DVD drive or an Internet connection for installation
- 600 MB disk space
- OpenGL 2 capable video card **recommended**
- Note: *Apple hardware is supported only with Bootcamp*

**Operating systems:**

- Windows 7 or 8 - recommended
- Windows Vista
- Windows XP (32-bit only) Service Pack 3
- Note: *Both 32- and 64-bit versions are installed on 64-bit Windows systems.*

**Internet:**

- Service releases downloaded automatically
- License validation and product registration is simplified

**Not supported:**

- Linux
- Windows NT, 95, 98, ME, or 2000
- Windows XP 64-bit
- Mac OS X, but an OS X version is under development. *Details...*
- Virtualization systems on OS X such as VMWare and Parallels

13. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:

### Rhino 5 License Validation en de es fr it ja ko zh zh-tw

Rhino 5 introduces a new license validation system aimed to reduce the piracy of Rhino licenses. License validation associates your license with your e-mail address (or e-mail domain in the case of a Lab License) and, for upgrade licenses, your previous license key.

The Rhino license agreement allows you to have Rhino installed simultaneously on multiple computers so long as the license is in use on only one computer at a time. The validation system allows you to install your license on multiple computers, so long as you validate your license with the same information each time.

14. Upon information and belief, the following describes, at least in part, entering License Information for the Rhino software:

**Rhinoceros**<sup>®</sup>  
modeling tools for designers

### Enter License Information

Name: Bahar  
e-mail: ulbahar2@gmail.com  
Organization: Uniloc  
License Key: RH50-G1Q2-5C96-J0A2-2G89-1QF4   
 Float my license on the network using the Zoo  
 I agree to the terms and conditions  
 Send registration information to McNeel Next >

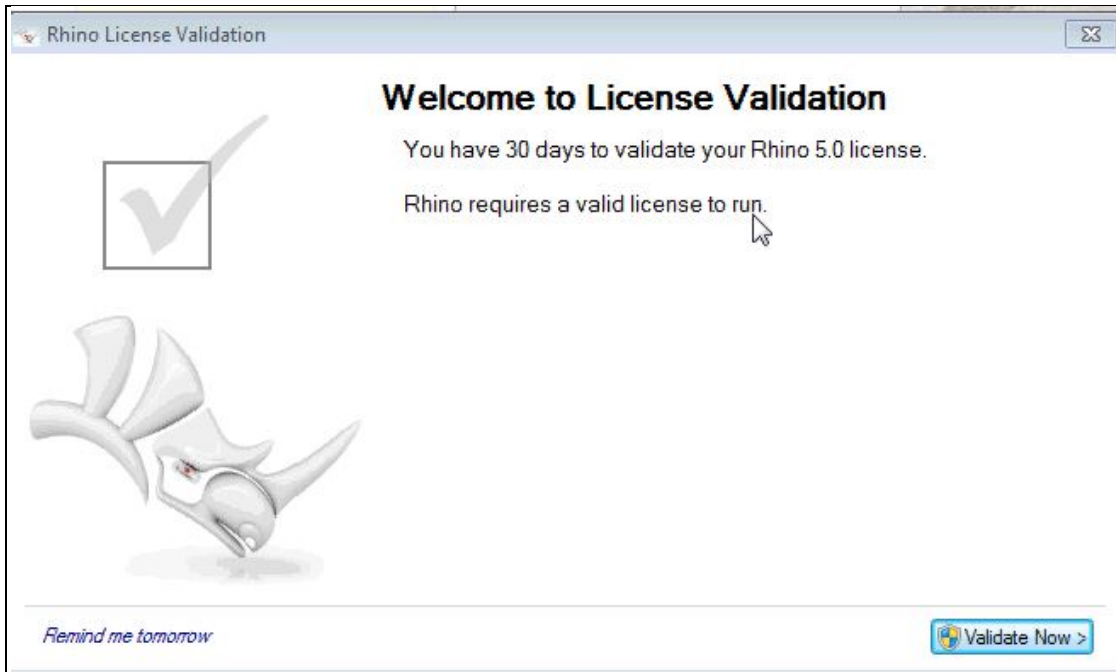
15. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:

**The Validation Process**

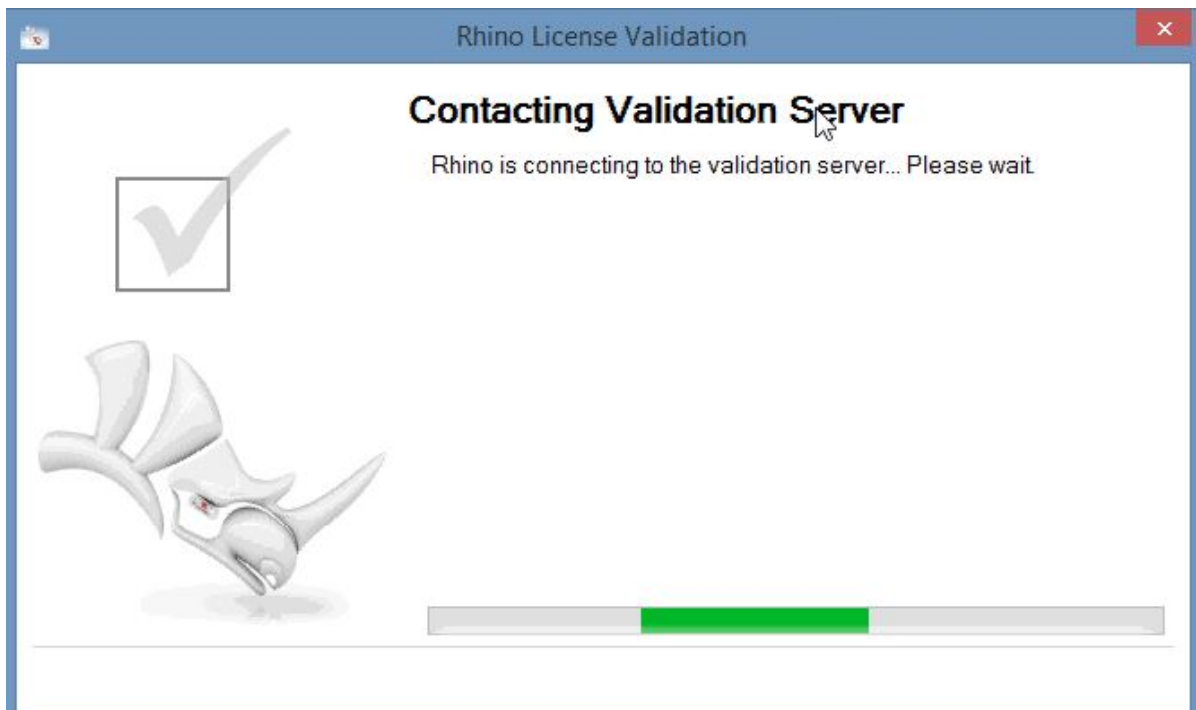
After installing Rhino, you are given a 30-day grace period to complete the validation process. Rhino will display the License Validation Wizard. Follow the instructions on screen to validate your license.

If you receive an error during license validation, please contact [McNeel Technical Support](#) for assistance. Please include the error description when you contact support.

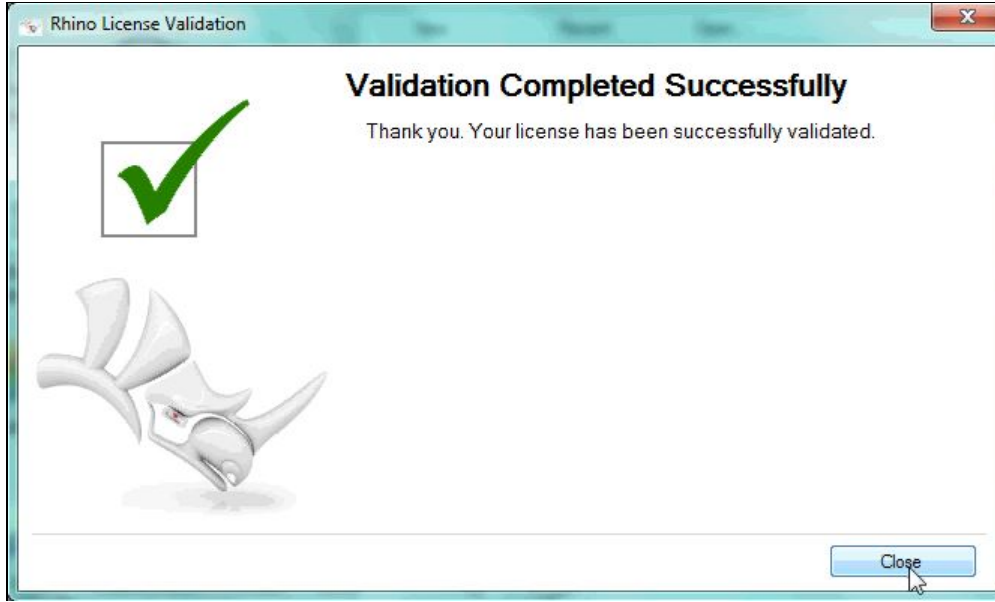
16. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:



17. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:



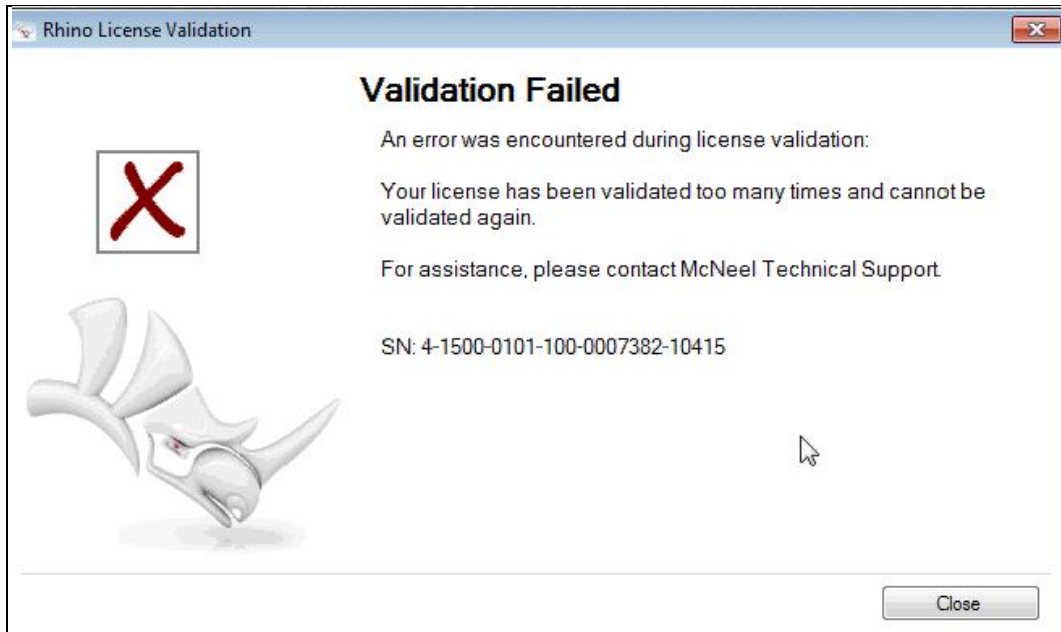
18. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:



19. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:



20. Upon information and belief, the following describes, at least in part, the functionality of McNeel's Rhinoceros 5 License Validation:



21. Upon information and belief, the following describes, at least in part, installing Rhino software in multiple locations:

## Installing Rhino in Multiple Locations

en .de .es .fr .it .ja .ko .zh zh-tw

The **license agreement** allows you to install your Rhino on all of the computers you directly control, provided you can show your Rhino will only be running on one computer at a time. Rhino is licensed on a "simultaneous use" basis and not on a "per installation" basis.

Here is the detail from the EULA:

*"Robert McNeel & Associates grants you the non-exclusive license to use the Software on any computers owned by you so long as the number of simultaneous users does not exceed the number of licenses you own. If you run the Software on a server, the number of simultaneous users must not exceed the number of licenses you own."*

- You can not "loan" your Rhino to a friend or family member.
- You can use the free floating license manager the Zoo, to float a small number of licenses between a larger number of users.
- The Zoo is **not needed** for individual users with multiple computers.

22. McNeel has directly infringed one or more claims of the '696 Patent in this judicial district and elsewhere in Texas, including at least claim 1, either literally or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling



License Validation software that implements piracy prevention technology for products including, without limitation, Rhinoceros 5/Rhino 5.

23. McNeel may have infringed the '696 Patent through other License Validation software utilizing the same or reasonably similar licensing functionality. Uniloc reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the Licensing Validation described above for the Rhinoceros 5/Rhino 5 software is identified for exemplary purposes and in no way limits the discovery and infringement allegations against McNeel concerning other software that incorporated the same or reasonably similar licensing functionality.

24. Uniloc has been damaged, reparably and irreparably, by McNeel's infringement of the '696 Patent and such damage will continue unless and until McNeel is enjoined.

25. Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC ("Flexera"). Uniloc is not alleging infringement of the '696 Patent based on any product, software, system, method or service provided by Flexera Software LLC or any Flexera Predecessor ("Flexera Products"). For the purposes of this action, a Flexera Predecessor is any predecessor business owned or controlled by Flexera, including, but not limited to, C-Dilla Limited, GLOBEtrotter Software, Inc., InstallShield Software Corporation, Flexera Holding LLC, Flex co Holding Company, Inc., Flexera Software Inc., Acreso Software Inc., Intraware, Inc., Managesoft Corporation, HONICO Software GmbH, LinkRight Software L.L.C., and Logiknet, Inc. (d/b/a SCCM Expert) and only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera from each of them, and Macrovision Corporation (renamed Rovi Solutions Corporation in July 2009) only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera Holdings

Company, Inc. in April 2008 (renamed Aresso Software Inc.), which later changed its name in October 2009 to Flexera Software LLC. For purposes of this action, Flexera Products do not include any third party products or services that provide activation, entitlement, licensing, usage monitoring and management, auditing, or registration functionality or third party products and services that are activated, licensed or registered exclusively and independently of products, software, systems, methods or services provided by Flexera or Flexera Predecessors. All allegations of past infringement against defendant(s) herein are made exclusively and independently of the authorized use of Flexera Products.

**PRAYER FOR RELIEF**

Uniloc requests that the Court enter judgment against McNeel as follows:

- (A) that McNeel has infringed the '696 Patent;
- (B) awarding Uniloc its damages suffered as a result of McNeel's infringement of the '696 Patent pursuant to 35 U.S.C. § 284;
- (C) enjoining McNeel, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '696 Patent pursuant to 35 U.S.C. § 283;
- (D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and
- (E) granting Uniloc such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: November 20, 2015.

Respectfully submitted,

By: /s/ Craig Tadlock

Craig Tadlock

Texas State Bar No. 00791766

Keith Smiley

Texas State Bar No. 24067869

**TADLOCK LAW FIRM PLLC**

2701 Dallas Parkway, Suite 360

Plano, TX 75093

Tel: (903) 730-6789

Email: craig@tadlocklawfirm.com

Email: keith@tadlocklawfirm.com

Paul J. Hayes

Robert R. Gilman

Kevin Gannon

**HAYES MESSINA GILMAN & HAYES LLC**

200 State Street, 6th Floor

Boston, MA 02109

Telephone: (617) 345-6900

Facsimile: (617) 443-1999

Email: phayes@hayesmessina.com

Email: rgilman@hayesmessina.com

Email: kgannon@hayesmessina.com

**ATTORNEYS FOR THE PLAINTIFFS**