

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**MEDIA BRIDGE, LLC,**

*Plaintiff,*

v.

**EYE CORP (USA) INC.,**

*Defendant.*

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Civil Action No. 1:16-cv-00391

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT**

Plaintiff Media Bridge, LLC files this Complaint against Eye Corp (USA) Inc. for infringement of U.S. Patent No. 7,065,559 (the “559 Patent”).

**I. NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.*, to enjoin and obtain damages resulting from Defendant’s unauthorized use, sale, and offer to sell in the United States of products, methods, processes, services and/or systems that infringe Plaintiff Media Bridge LLC’s United States patent, as described herein.

**II. PARTIES**

2. Plaintiff Media Bridge, LLC (“Plaintiff” or “Media Bridge”) is a Florida limited liability company, with its principal place of business at 8230 210<sup>th</sup> Street South, Boca Raton, Florida 33433.

3. On information and belief, Defendant Eye Corp (USA) Inc. (“Defendant” or “Eye”) is a corporation organized under the laws of the State of Delaware, having a principal place of business at 901 South MoPac Expressway, Building 3, Suite 250, Austin, Texas 78746.

Defendant's registered agent for service of process is C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

### **III. JURISDICTION AND VENUE**

4. This is an action for patent infringement which arises under the Patent Laws of the United States, in particular, 35 U.S.C. §§ 271, 281, 283, 284 and 285.

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

6. Venue is proper in this judicial District pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendant is deemed to reside in this judicial District, has committed acts of infringement in this judicial District, has purposely transacted business involving its accused products in this judicial District, and/or has regular and established places of business in this judicial District.

7. Defendant is subject to this Court's specific and general personal 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 infringing activities alleged herein; and (B) regularly doing or soliciting business and, accordingly, deriving substantial revenue from goods and services provided to Texas residents. Thus, Defendant has purposefully availed itself of the benefits of the State of Texas and the exercise of jurisdiction is proper.

### **IV. PLAINTIFF'S PATENT**

8. Mr. David Weiss, the inventor of the '559 Patent, conceived the inventions underlying the '559 Patent in response to his prediction that tangible forms of media would eventually be replaced by computer media available via the internet. Consequently, Mr. Weiss developed a system for and method of bridging the gap between the tangible media of the day

with the computer media of the future. This “Media Bridge,” as it would come to be known, was developed to increase the vitality and the value of both tangible and computer media, and ultimately resulted in Mr. Weiss’ ‘559 Patent.

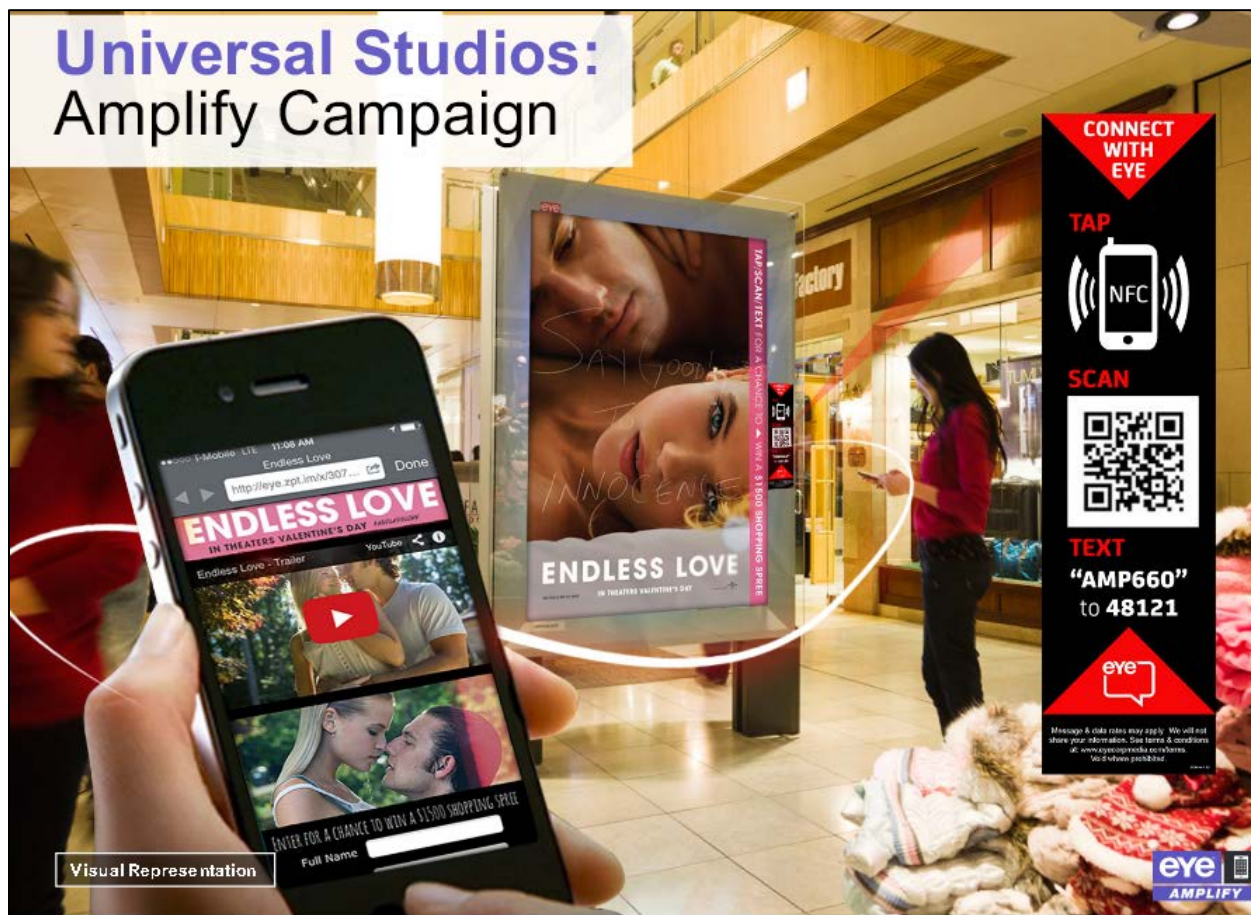
9. The ‘559 Patent, entitled “Media Bridge Method and Apparatus,” issued on June 20, 2006. The ‘559 Patent is generally directed to an apparatus and method for linking tangible media and computer media. The claimed apparatus and method use codes associated with tangible media, i.e. media discernible by the human senses without the need for a computing device, to allow a user to access additional information related to the tangible media object via computer media. A user of the apparatus or method can utilize an internet-connected smartphone to receive a code from a tangible media object, wherein the code is transmitted over the internet in order to return specified computer media to the user’s smartphone. A true and correct copy of the ‘559 Patent is attached as **Exhibit A**.

10. Media Bridge is the current assignee of the ‘559 Patent, and has all rights to sue for infringement and collect past and future damages for the infringement thereof.

#### **V. DEFENDANT’S ACTS**

11. Defendant provides hardware, software, and services that form out-of-home, mobile-enabled advertising platforms. For example, Defendant makes, uses, sells, and deploys the Amplify mobile platform. The Amplify platform allows consumers to interact with advertisers’ tangible advertisements by utilizing their smartphone to gain access to digital content on their phone that is related to the tangible advertisement. For example, a consumer is able to utilize the near field communication (NFC) technology in their smartphone to obtain a code from an NFC-enabled tangible advertisement deployed by Eye as part of its Amplify platform. The consumer taps their smartphone on the designated area of the tangible

advertisement and gains access to the digital media specified by Eye and the respective advertiser. An illustrative example of this process is depicted in this graphic:



EYE Amplify Best Practices, p. 9, available at:

[http://static1.squarespace.com/static/56001932e4b050f2f62316e3/t/565caadae4b0c668da72c80c/1448913626743/Amplify+Overview\\_Preso\\_Jun+15.pdf](http://static1.squarespace.com/static/56001932e4b050f2f62316e3/t/565caadae4b0c668da72c80c/1448913626743/Amplify+Overview_Preso_Jun+15.pdf)

12. On information and belief, Defendant also implements contractual protections in the form of license agreements with its customers to preclude the unauthorized reproduction, distribution and modification of its software. Moreover, on information and belief, Defendant implements technical precautions to attempt to thwart customers who would circumvent the intended operation of Defendant's products.

13. Moreover, Defendant provides its customers with the accused products and software and instructs its customers to use the products and software in an infringing manner, including through its website at <http://eyecorpmmedia.com/specs/>.

14. In addition, Defendant knowingly, actively induced and continues to knowingly, actively induce (or is willfully blind to the) infringement of the '559 Patent within this District by making, using, offering for sale, and selling infringing products, as well as by contracting with others to use, market, sell, and offer to sell infringing products, all with knowledge of the '559 Patent, and its claims, with knowledge that its customers will use, market, sell, or offer to sell infringing products in this District and elsewhere in the United States, and with the knowledge and specific intent to encourage and facilitate infringing sales and use of the products by others within this District and the United States by creating and disseminating promotional and marketing materials, instructional materials, and technical materials related to the infringing products.

15. Moreover, Defendant knowingly contributed to the infringement of the '559 Patent by others in this District, and continues to contribute to the infringement of '559 Patent by others in this District by selling or offering to sell components of infringing products in this District, which components constitute a material part of the inventions of the '559 Patent, knowing of the '559 Patent and its claims, knowing those components to be especially made or especially adapted for use to infringe the '559 Patent, and knowing that those components are not staple articles or commodities of commerce suitable for substantial non-infringing use. Defendant has not implemented a design around or otherwise taken any remedial action with respect to the '559 Patent. Media Bridge will rely on a reasonable opportunity for discovery of evidentiary information regarding additional infringing products.

16. On information and belief, Defendant maintains its principal executive office in Austin, Texas.

**VI. COUNT ONE**

**INFRINGEMENT OF U.S. PATENT NO. 6,657,559**

17. Plaintiff Media Bridge realleges and incorporates herein paragraphs 1–16.

18. Media Bridge is the assignee and owner of all right, title and interest to the ‘559 Patent. Media Bridge has the legal right to enforce the patent, sue for infringement, and seek equitable relief and damages.

19. The ‘559 Patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

**DIRECT INFRINGEMENT (35 U.S.C. § 271(a))**

20. Defendant has directly infringed, and continues to directly infringe, one or more claims of the ‘559 Patent in this judicial District and elsewhere in Texas and the United States.

21. Defendant has directly infringed, and continues to directly infringe the ‘559 Patent, including but not limited to at least one or more of Claim 1 and claims dependent therefrom, by, among other things, making, using, offering for sale, selling, and/or importing, out-of-home, mobile-enabled advertising products that provide a bridge between tangible media and computer media. Such products include, but are not limited to, the Amplify mobile platform and all reasonably similar products of Defendant.

**INDIRECT INFRINGEMENT (INDUCEMENT - 35 U.S.C. § 271(b))**

22. Based on the information presently available to Media Bridge, Media Bridge contends that Defendant has indirectly infringed, and continues to indirectly infringe, one or more claims of the ‘559 Patent by inducing direct infringement by third parties, including

without limitation manufacturers, resellers, and/or end-users of the products accused of infringing the '559 Patent, in this District and elsewhere in the United States.

23. On information and belief, despite having knowledge of the '559 Patent, Defendant has specifically intended for persons who acquire and use the accused products, including without limitation end-users of the accused products, to acquire and use such devices in such a way that infringes the '559 Patent, including but not limited to at least one or more of Claims 1 and one or more dependent claims, and Defendant knew or should have known that their actions were inducing infringement.

Defendant has had knowledge of the '559 Patent and the infringing nature of their activities at least as early as the date when Media Bridge effected service of this Complaint. Direct infringement is the result of activities performed by third parties in relation to the accused products, including without limitation by end users enabled and encouraged by Defendant to use the accused products in their normal, customary way to infringe the '559 Patent.

24. With knowledge of the '559 Patent, Defendant directs and aids third parties, including without limitation end-users of the accused products, to infringe the '559 Patent by, among other things, (i) enabling a user of the accused products to use the products to gain access to digital media related to a tangible advertisement, as claimed in the '559 Patent; (ii) providing instructions (including, by way of example but not limitation, best practices recommendations, design guidelines, and other instruction located <http://eyecorpmedia.com/specs/>) to end-users of the accused products for using the products in their customary way; (iii) advertising the accused products' support of providing a bridge between tangible media and computer media; and (iv) providing to third parties the products, software, and related equipment that may be required for or associated with infringement of the '559 Patent, all with knowledge that the induced acts

constitute patent infringement. Defendant possesses specific intent to encourage infringement by third parties, including without limitation end-users of the accused products.

**INDIRECT INFRINGEMENT (CONTRIBUTION - 35 U.S.C. §§ 271(c) and/or (f))**

25. Based on the information presently available to Media Bridge, Media Bridge contends that Defendant has indirectly infringed, and continues to indirectly infringe the '559 Patent, including but not limited to at least one or more of Claim 1 and one or more dependent claims, by contributing to the infringement of the '559 Patent under 35 U.S.C. § 271(c) and/or 271(f), either literally and/or under the doctrine of equivalents, by selling, offering for sale, and/or importing into the United States, the accused products.

26. The accused products are capable of providing a bridge between tangible media and computer media to enable a user of the accused products to use the products to gain access to digital media related to a tangible advertisement. Defendant knows that the accused products (i) constitute a material part of the inventions claimed in the '559 Patent; (ii) are especially made or adapted to infringe the '559 Patent; (iii) are not staple articles or commodities of commerce suitable for non-infringing use; and (iv) are components used for or in systems that are capable of providing a bridge between tangible media and computer media as claimed in the '559 Patent.

27. Media Bridge is informed and believes that Defendant intends to and will continue to directly and indirectly infringe the '559 Patent. Media Bridge has been damaged as a result of Defendant's infringing conduct described in this Count. Defendant is thus liable to Media Bridge in an amount that adequately compensates Media Bridge for its infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.



**VII. JURY DEMAND**

28. Plaintiff Media Bridge demands a trial by jury of all matters to which it is entitled to trial by jury, pursuant to FED. R. CIV. P. 38.

**VIII. PRAYER FOR RELIEF**

WHEREFORE, Media Bridge prays for judgment and seeks relief against Defendant as follows:

- A. That the Court determine that one or more claims of the '559 Patent is infringed by Defendant, either literally or under the doctrine of equivalents;
- B. That the Court award damages adequate to compensate Media Bridge for the patent infringement that has occurred, together with prejudgment and post-judgment interest and costs, and an ongoing royalty for continued infringement;
- C. That the Court award such other relief to Media Bridge as the Court deems just and proper.

Dated: March 18, 2016

Respectfully submitted,

/s/ Jay D. Ellwanger

Jay D. Ellwanger

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