IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

UNILOC USA, INC. and UNILOC LUXEMBOURG S.A.,	§	CIVIL ACTION NO. 2:16-cv-575
	§	**JURY TRIAL DEMANDED**
Plaintiffs,	§	
v.	§	
VALVE CORPORATION.,	§	
Defendant.	§	

ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together "Uniloc"), as and for their complaint against defendant, Valve Corporation ("Defendant"), 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 place 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, 4th 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 owns and has been awarded a number of patents. Uniloc's technologies enable, for example, software and content publishers to securely distribute and sell

their high value technology assets with minimum burden to their legitimate end users. Uniloc's technology are used in several markets, including, for example, software and game security, identity management, intellectual property rights management, and critical infrastructure security.

4. Upon information and belief, Defendant is a Washington corporation having a principal place of business at 10900 NE 4th Street, Suite 500, Bellevue, Washington 98004 and offers its products, including those accused herein of infringement, to customers and/or potential customers located in Texas and in the judicial Eastern District of Texas. Defendant may be served with process through its registered agent: Corpserve, Inc., 1001 4th Avenue, Suite 4500, Seattle, Washington 98154.

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, Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, and/or has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas.

7. Defendant 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, (B) regularly doing or soliciting business in Texas and/or (C) engaging in persistent conduct and/or deriving substantial revenue from goods

and services provided to customers in Texas.

PATENT-IN-SUIT

8. U.S. Patent No. 8,566,960 (the '960 Patent"), entitled SYSTEM AND METHOD FOR ADJUSTABLE LICENSING OF DIGITAL PRODUCTS was filed on November 17, 2008 and claims priority to Provisional Application No. 60/988,778, filed on November 17, 2007. The '960 Patent issued on October 22, 2013. A true and correct copy of the '960 Patent is attached as Exhibit A hereto.

9. The '960 Patent spent nearly five years being examined at the United States Patent and Trademark Office. During examination of the '960 Patent, trained United States Patent Examiners considered more than two-hundred twenty (220) references before determining that the inventions claimed in the '960 Patent deserved patent protection. Such references include, for example, various references from IBM, Microsoft, Amazon, Northrop Grumman Corporation, Audible, Inc., Digital Equipment Corporation, Intel, AT&T, Fujitsu, Avaya, California Institute Of Technology, Disney, Adobe, Canon, Texas Instruments, Napster, NBC, Sony, Samsung, EBay, and Alcatel.

10. The '960 Patent issued after *Bilski v. Kappos*, 561 U.S. 593 (2010), and *Mayo Collaborative Servs'. v. Prometheus Labs., Inc*., 132 S. Ct. 1289 (2012). And although the examinations predated *Alice Corp. v. CLS Bank Int'l*, 134 S. Ct. 2347 (2014), that case applied the *Mayo* framework and stated that its holding "follows from our prior cases, and *Bilski* in particular …."

11. The '960 Patent claims technical solutions to problems unique to computer networks, such as controlling access to digital products in a manner that allows authorized

customers the freedom to access the digital products even if using various electronic devices over time, while mitigating the risk that software licenses are illegitimately "shared amongst end users or even in worst case shared anonymously over the Internet resulting in massive piracy and copyright abuse of the product." (*See, e.g.*, '960 Patent, col. 1, lines 30-60).

12. Although the systems and methods taught in the '960 Patent have been adopted by leading businesses today, at the time of invention, the technologies taught in the '960 Patent claims were innovative and novel, as evidenced, for example, by the breadth and volume of the references considered during prosecution.

13. Further, the '960 Patent claims improve upon the functioning of a computer system by granting considerable freedom to access digital products under certain usage expectations, thereby minimizing the impact of digital rights management upon authorized users.

14. Certain claims of the '960 Patent require a specific configuration of modules. For example, certain claims of the '960 Patent require "a communication module for receiving a request for authorization to use the digital product from a given device; a processor module in operative communication with the communication module; [and] "a memory module in operative communication with the processor module and comprising executable code . . . ." That executable code itself requires a particular configuration set forth in those claims. At least this example claim language confirms the '960 Patent recites meaningful limitations that are explicitly tied to machines.

15. The '960 Patent claims are not directed to a "method of organizing human activity," "fundamental economic practice long prevalent in our system of commerce," or "a building block of the modern economy." Further, the systems and methods claimed in the '960 Patent were not a

longstanding or fundamental economic practice at the time of patented inventions. Nor do they involve a method of doing business that happens to be implemented on a computer. Nor were they fundamental principles in ubiquitous use on the Internet or computers in general.

16. Instead, as explained above, the '960 Patent claims are directed toward a solution rooted in computer technology and use technology unique to computers and computer networking to overcome a problem specifically arising in the realm of digital products in the Internet age where piracy and unauthorized use is rampant.

17. Because the claims of the '960 Patent are directed to improving the functioning of such computers and computer networks, they cannot be considered abstract ideas. *Enfish, LLC v. Microsoft Corp*., 2015-1244, 2016 WL 2756255, at *8 (Fed. Cir. May 12, 2016).

18. Indeed, the Federal Circuit in *Enfish* reaffirmed that software is a "large field of technological progress" which patents can protect:

> Much of the advancement made in computer technology consists of improvements to software that, by their very nature, may not be defined by particular physical features but rather by logical structures and processes. We do not see in *Bilski* or *Alice*, or our cases, an exclusion to patenting this large field of technological progress.

Id.

19. The '960 Patent does not claim, or attempt to preempt, the performance of an abstract business practice on the Internet or using a conventional computer.

20. The claimed subject matter of the '960 Patent is not a pre-existing but undiscovered algorithm.

21. Publications of the application leading to the '960 patent have been referenced by more than seventy (70) other applications including patent applications by Microsoft; Symantec;

Nokia; and Avaya.

INVENTOR

22. Ric B. Richardson ("Mr. Richardson") is the inventor of the '960 Patent.

23. Mr. Richardson is no stranger to innovation. Mr. Richardson is a well-known Australian inventor who has been inventing since the 1970s. Mr. Richardson currently has more than 130 inventions. Such inventions have been licensed by more than a hundred companies, including, but not limited to Microsoft, IBM, Sony, Electronic Arts, Activision, and Adobe.

24. Mr. Richardson has been featured on national Australian shows such as the "The Big Deal" and "A Done Deal" as a result of such inventions.

25. Mr. Richardson has sought patent protection on some of his inventions and is listed as an inventor on at least a dozen granted patents.

26. Uniloc was founded on one of Mr. Richardson's first United States patents, U.S. Patent No. 5,490,216 (the "'216 Patent"). Mr. Richardson's '216 Patent was involved in prior litigation where a Rhode Island jury awarded Uniloc entities $388 million for infringement by Microsoft Corporation. At the time, this patent verdict was one of the largest in history.

27. Mr. Richardson moved to the United States from Australia and spent nearly a dozen years commercializing his inventions. Mr. Richardson has since returned to Australia and spends his free time mentoring young entrepreneurs on a pro-bono basis. Mr. Richardson continues to develop new inventions to this day.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 8,566,960)

28. Uniloc incorporates the preceding paragraphs herein by reference.

29. Uniloc Luxembourg is the owner, by assignment, of the '960 Patent.

30. Uniloc USA is the exclusive licensee of the '960 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.

31. Like Uniloc, Defendant relies upon intellectual property to protect its inventions.

32. Defendant has marketed and currently markets a digital product steaming service under the name "Steam entertainment platform."

33. Among other things, the Steam Entertainment Platform is a digital distribution platform developed by Valve Corporation offering digital rights management (DRM), multiplayer gaming and social networking services. Defendant provides the user with installation and automatic updating of games on multiple computers, and community features such as shared libraries, friends lists and groups, cloud saving, and in-game voice and chat functionality. The software provides a freely available application programming interface (API) called Steamworks, which developers can use to integrate many of Steam's functions into their products, including networking, matchmaking, in-game achievements, micro-transactions, and support for user-created content through Steam Workshop.

34. Among other features, Steam Family Library Sharing enables users to share their respective Steam library with others. Once authorized, Steam users on shared computers may, for example, access, download and play shared libraries of Steam games.

35. Currently, Defendant allows any given user to authorize Family Library Sharing on up to ten (10) devices at a given time, and up to five (5) accounts that may then use that particular game library on any of the authorized computers. That is, an account owner may authorize up to

ten (1) computers to allow selected accounts to use the owner's Steam library while that owner is not playing.

36. Those who enable certain features, such as Steam Family Library Sharing, are limited to a number of simultaneous uses of a given library. Specifically, any given library can typically be accessed by only one person at a time across all authorized devices.

37. While Defendant typically applies a single use limit to any given shared library, Defendant allows temporary deviations based on certain criteria. For example, an account owner may share his library with a friend, who will then have virtually unlimited access to that shared library, so long as the account owner is not playing games at the same time. Shortly after the account owner logs into a game of the same library, however, any friend/borrower who is already accessing that same library at that time will receive a notification warning that in a few minutes the shared game will shut down unless the friend/borrower buys her own copy. During that short grace period, Defendant allows more than one user to access the library at the same time.

38. Upon information and belief, the following describes, at least in part, at least portions of various example messages that Defendant has provided to its customers under certain circumstances.

```
Steam_Settings_Family_Sharing_TooManyBorrowers" "You can only authorize up
to %maxborrowers% accounts at the same time."

"Steam_DeviceAuth_Shared_Library_Now_Available" "Hooray, %owner%'s shared
games are now available for you to play..."

"Steam_DeviceAuth_Authorized_Notification" "%owner%'s games are now
available for you to play on this computer."

"Steam_DeviceAuth_Deauthorized_Notification" "%owner% has de-authorzied this
computer, some games may be unavailable."
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"Steam_DeviceAuth_StopPlaying_Notification" "Hey, %owner% needs this shared
game back! You have %minutes% minutes of playtime remaining..."

"tooltip_sharedlibrary"       "Playing now will send %borrower% a notice
that it's time to quit."

"tooltip_sharedlibrary2"      "Try playing later, or buy this game for your
own library to play it now."

"Steam_DeviceAuth_StoppedSharedGame_Text" "Steam terminated \"%game%\"
because %owner% is currently using this game library."


"Steam_Settings_Family_Sharing_Borrowers" "Please select up to
%maxborrowers% users who may access and use your library on your authorized
computers:"

"Steam_Settings_Family_Show_Notifications" "Show notifications when shared
libraries become available again"

"SteamUI_StreamLaunch_OtherGameRunning"       "There is another game already
running on the remote computer."

"Steam_OtherSessionPlaying_Text" "You are logged in on another computer
already playing \"%existing_app%\".\nLaunching \"%launching_app%\" here will
disconnect the other session from Steam."

"SteamUI_JoinDialog_KickSessions_Text" "You are logged in on another
computer already playing \"%existing_app%\".\nLaunching \"%launching_app%\"
here will disconnect the other session from Steam."

"SteamUI_JoinDialog_KickSessions_Text" "Disconnecting other session already
playing..."

"SteamUI_JoinDialog_KickSessions_Error" "Failed to disconnect other session
playing %game%"

"Steam_ScanCDKey_NoRetailProduct"             "Your valid product code
entitles you to a\nsubscription to the following games."

"Steam_ScanCDKey_RetailProductFound"  "An existing installation of %s1 has
been \nfound on your computer. Your product code entitles you to a
\nsubscription to the following games."

"Steam_GetCDKeyError_Title"                   "Steam - Invalid product code"

"Steam_GetCDKeyError_Info"                    "The product code you've
entered is not valid. \n\nPlease double check to see if you've mistyped your
key. I, L, and 1 can look alike, as can V and Y, and 0 and O. \n See
http://www.steampowered.com for help."

"Steam_Logout_PersonalInfo" "Some of your personal information will be
saved\non this computer. If you're using a public\ncomputer, you may want to
use the more secure\n'Exit and Logout' option instead."
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"Steam_OfflineMode_NoPersonalInfoError_Info"  "Steam requires you to have
your account credentials cached locally to enter Offline Mode.\n\nSince you
have the 'Don't save account credentials on this computer' option
enabled,\nyou currently have no cached information.\n\nDo you wish to re-
enable caching account credentials locally, so you can go Offline?\n\n"

"Steam_CloudInfo"      "The Steam Cloud stores information so your product
experience is consistent across computers."

"Steam_AlreadyRunningError_Info"   "An instance of Steam is already running
on this computer, under a different user account. Please shutdown Steam on
the other user account before trying to launch again."

"Steam_LoggedInElsewhere_Info"        "This Steam account has been logged in
on another computer."

"SteamUI_ManageSecurity_OtherComputersDenied2" "To login to Steam on another
computer, you'll be required to enter a unique access code which we'll send
to your email address when you attempt to login."

"SteamUI_ManageSecurity_InfoLabel3" "Steam will send a message to your
contact email address the first time you attempt to access your Steam
account from an unrecognized computer or browser. This message will include
a special access code, which will be required in order to access your Steam
account."

"SteamUI_ManageSecurity_NotLockedInfo2" "With Steam Guard, Steam will send a
message to your contact email address the first time you attempt to access
your Steam account from an unrecognized computer or browser. This message
will include a special access code, which will be required in order to
access your Steam account."

"SteamUI_SteamGuardNotifyNewMachines_Name" "FRIENDLY NAME"

"SteamUI_SteamGuardNotifyNewMachines_IPAddress" "IP ADDRESS"

"SteamUI_ManageSecurity_SandybridgeActivated" "Intel Identity Protection
verified.\nNow contacting server to register this computer."

"SteamUI_ManageSecurity_IPTRegistrationComplete" "Intel Identity Protection
is now active.\nOnly this computer may access this steam account."

"Steam_RecoverLocked_Info" "Hello! We see you're logging in from a new
computer."

"Steam_RecoverLocked_Details" "As an additional security measure, you'll
need to grant access to this computer by entering the special code we've
just sent to your email address at %s1."

"Steam_GetTwoFactorCode_Title" "Steam Guard - Computer Authorization
Required"

"Steam_Settings_Family_Sharing_StateAuthorized" "Family Library Sharing
enables you to share your Steam library with others. Once authorized, Steam
users on shared computers may access, download and play your available
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library of Steam games.\n\nThis computer is currently authorized to share your games. Selected accounts may use your available game library while logged in here."

"Steam_Settings_Family_Sharing_StateNotAuthorized" "Family Library Sharing enables you to share your Steam library with others. Once authorized, Steam users on shared computers may access, download and play your library of Steam games.\n\nYou may authorize up to ten computers to allow selected accounts to use your Steam library while you are not playing."

"Steam_OtherSessionPlaying_Text" "You are logged in on another computer already playing \"%existing_app%\".\nLaunching \"%launching_app%\" here will disconnect the other session from Steam."

"Steam_PurchaseFailedBadCDKey" "Steam was unable to register your CD-Key.\n\nEither your product's CD-Key matches one already used **in our database**, or is invalid. Please double check to see if you've mistyped your key. I, L, and 1 can look alike, as can V and Y, and 0 and O."

"Steam_SubscriptionSuccess_CDKey_Headline" "Activation Successful!"

"Steam_SubscriptionSuccess_CDKey" "Your product activation code has successfully been activated. This product or products listed below **are now permanently associated with your Steam account**. You must login to this account to have access to the items you've just activated on Steam.\n\nPrint a receipt of this transaction in order to remember your account for future use."

"Steam_Subscription_Rejected_Cdkey_Headline" "Duplicate Product Code"

"Steam_Subscription_Rejected_Cdkey" "The product code you've entered **has already been activated by an existing Steam account**, and is therefore invalid. Your activation of %subscription% has not been completed."

"Steam_Subscription_RateLimitedCDKey_Headline" "Too Many Activation Attempts"

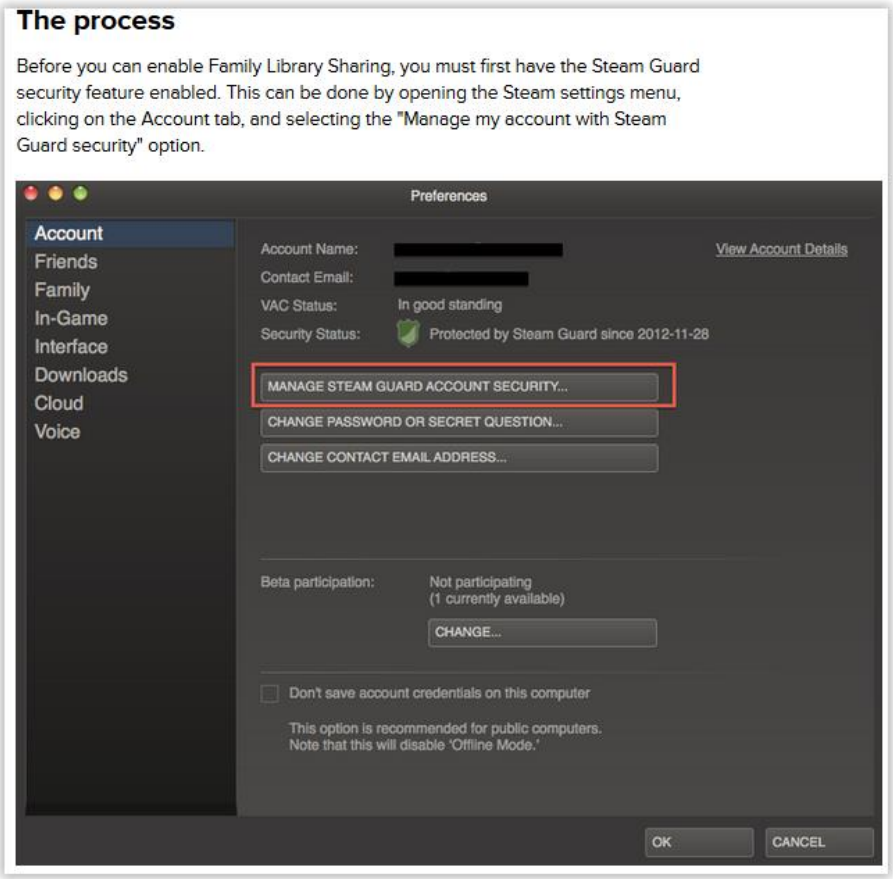
"Steam_Subscription_RateLimitedCDKey" "There have been too many recent unsuccessful activation attempts from this account. Please wait and try your product code again later."

"Steam_SubscriptionCancelled_InvalidCDKey_Headline" "Invalid Product Code"
"Steam_SubscriptionCancelled_InvalidCDKey" "The product code you've entered is not valid. \n\nPlease double check to see if you've mistyped your key. I, L, and 1 can look alike, as can V and Y, and 0 and O."

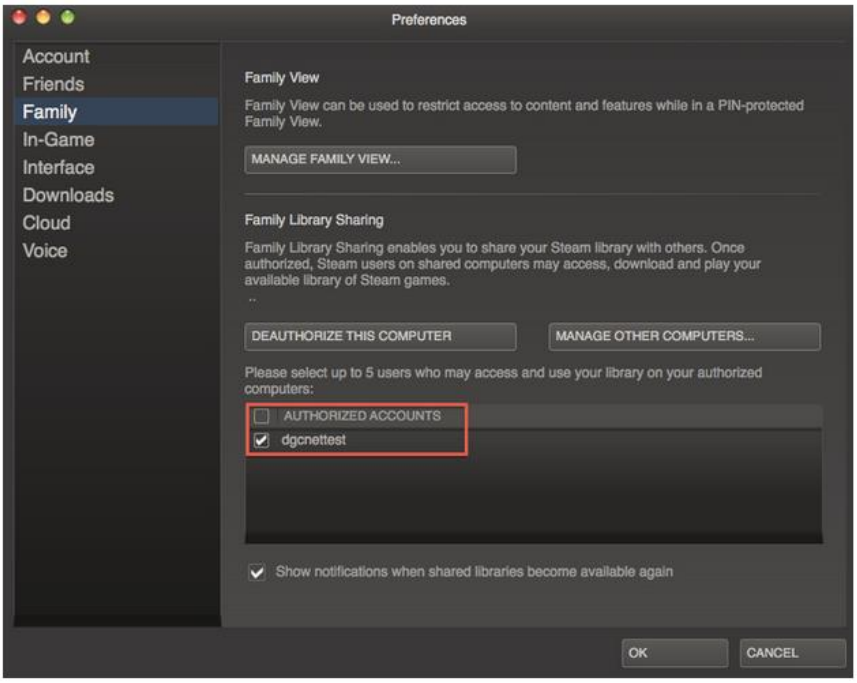
"Steam_SubscriptionCancelled_CDKey_MustOwnOtherApp_Headline" "Please first activate the original game"

"Steam_SubscriptionCancelled_CDKey_MustOwnOtherApp" "The product code you've entered requires ownership of another product before activation.\n\nIf you are trying to activate an expansion pack or downloadable content, please first activate the original game, then activate this additional content."

39. Upon information and belief, the process for enabling Family Library Sharing is described, at least in part, in the example screenshots below (available at http://www.cnet.com/how-to/how-to-share-your-steam-gaming-library-with-friends-and-family):



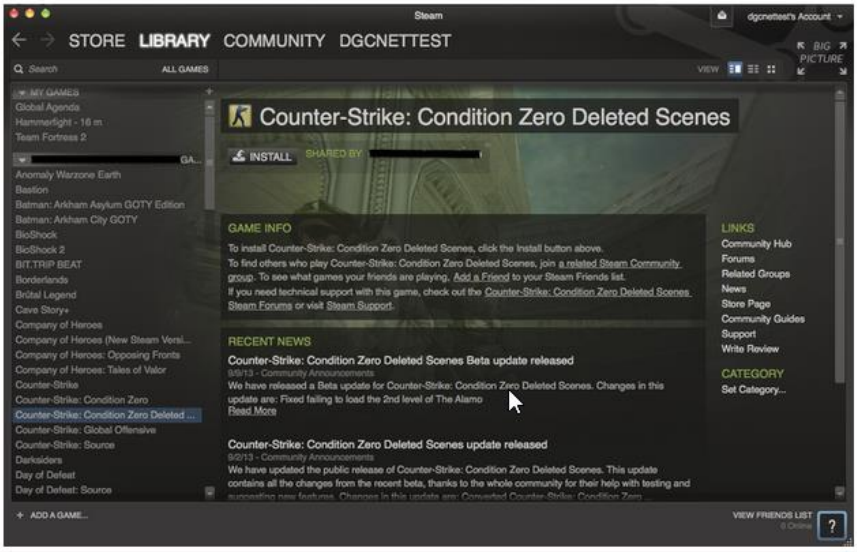
Once this is complete, log out of your account and let your friend or family member log back into theirs. They will then have the ability to download and install select games from your gaming library.



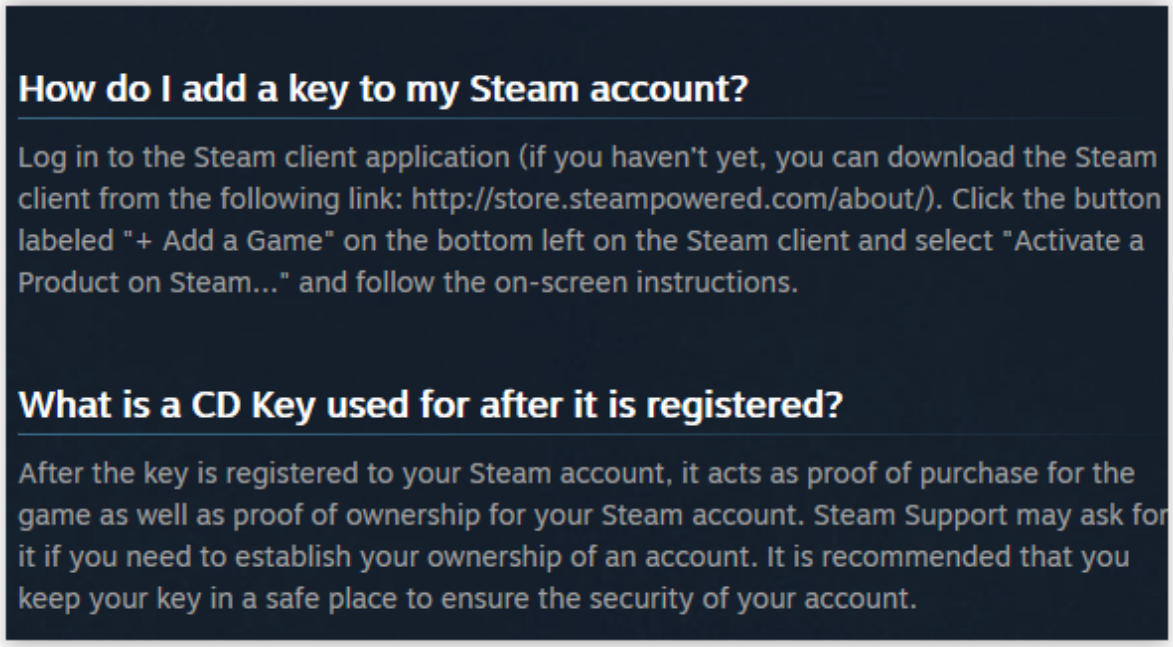
You can authorize up to 10 computers and up to five accounts to access your Steam gaming library.

Benefits

While it's possible to do, the main purpose of the Family Library Sharing feature is not to share your library with a friend who lives across the country. It's aimed at parents who want to share their own personal Steam library with their kids.



40. Upon information and belief, the following describes, at least in part, how Defendant's digital product steaming service works (available at https://support.steampowered.com/kb_article.php?ref=7480-WUSF-3601):



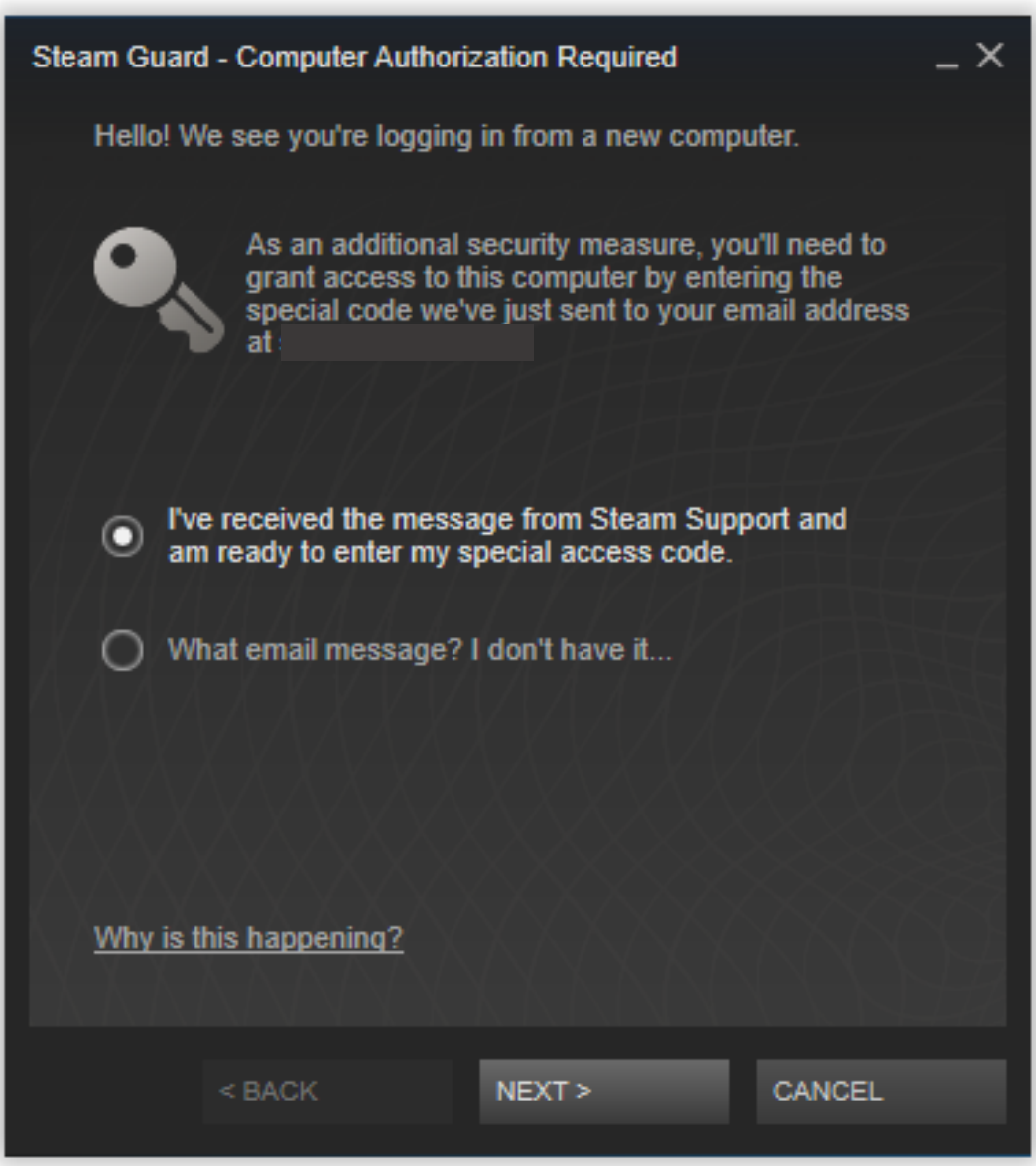
How do I add a key to my Steam account?

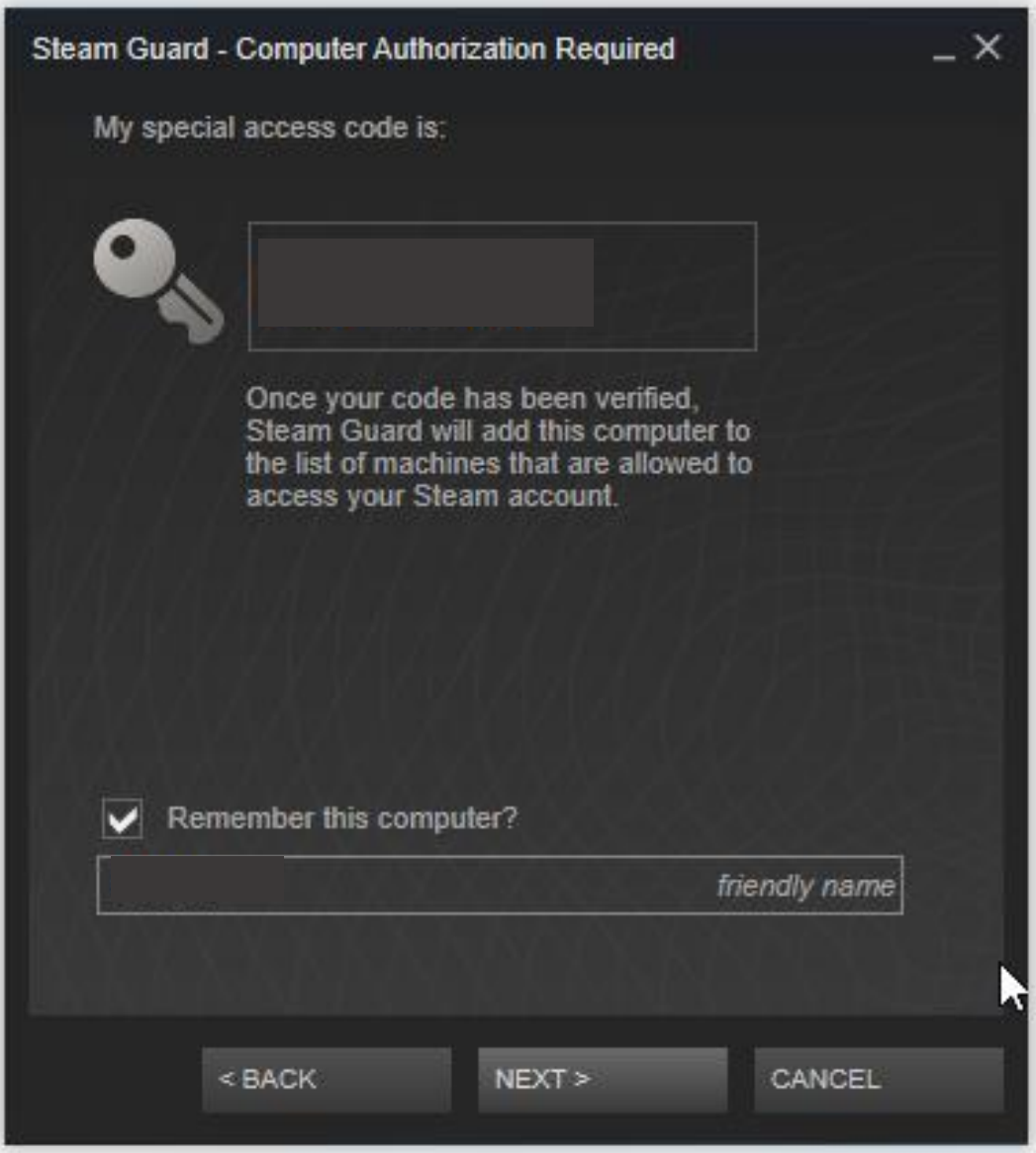
Log in to the Steam client application (if you haven't yet, you can download the Steam client from the following link: http://store.steampowered.com/about/). Click the button labeled "+ Add a Game" on the bottom left on the Steam client and select "Activate a Product on Steam..." and follow the on-screen instructions.

What is a CD Key used for after it is registered?

After the key is registered to your Steam account, it acts as proof of purchase for the game as well as proof of ownership for your Steam account. Steam Support may ask for it if you need to establish your ownership of an account. It is recommended that you keep your key in a safe place to ensure the security of your account.

41. Upon information and belief, the following describes, at least in part, how Defendant's digital product steaming service works:


Steam Guard - Computer Authorization Required
Hello! We see you're logging in from a new computer.
As an additional security measure, you'll need to grant access to this computer by entering the special code we've just sent to your email address at
I've received the message from Steam Support and am ready to enter my special access code.
What email message? I don't have it...
Why is this happening?
< BACK
NEXT >
CANCEL


Steam Guard - Computer Authorization Required
My special access code is:
Once your code has been verified, Steam Guard will add this computer to the list of machines that are allowed to access your Steam account.
Remember this computer?
friendly name
< BACK
NEXT >
CANCEL

42. Upon information and belief, the following describes, at least in part, how Defendants' digital product steaming service works (available at http://steamcommunity.com/sharedfiles/filedetails/?id=183087266):

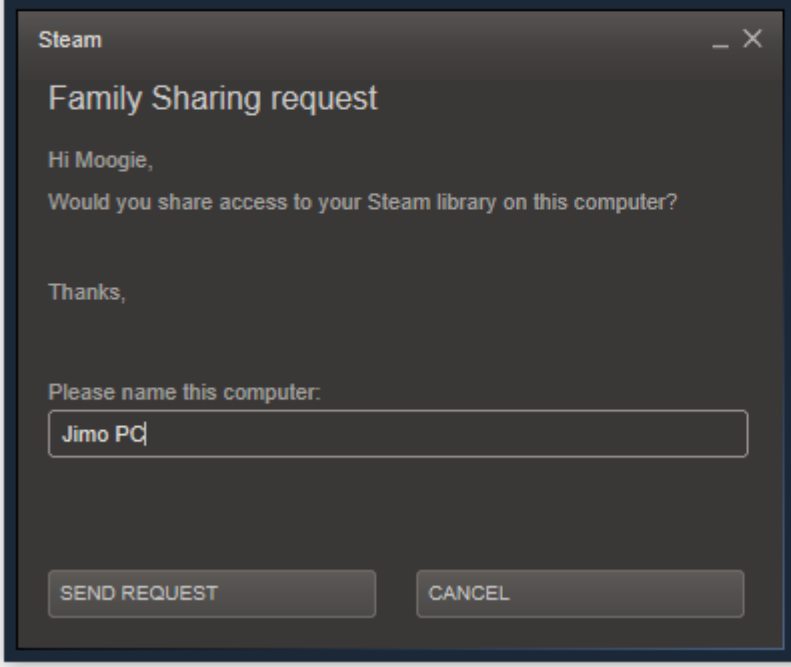
Requesting Access

If somebody else has used Steam on your computer and installed a game, but has not authorized the device for Steam Family Sharing, you can request access to their Steam library. Any game installed through Steam by any user will appear on your Steam library beneath their account name.

Locate one of their games and click on the **Play** button. You'll then be given a prompt which will ask you if you want to request access or purchase the title for yourself. To request sharing access click on the **Request Access** button.

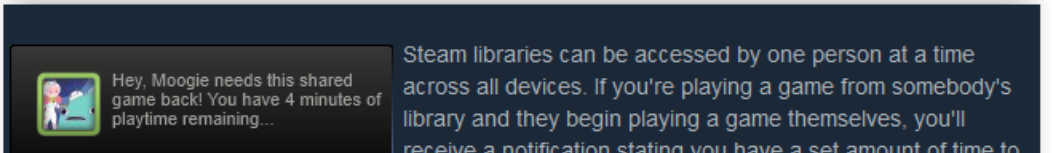
You'll then be required to give your device a name so the person you're requesting access from can identify it.

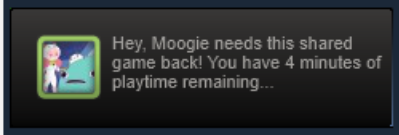
You'll then be required to give your device a name so the person you're requesting access from can identify it.



Once the request has been accepted you'll be able to access their full Steam library if it's not currently in use. The person you requested access from will also see the device listed on their *Authorized Devices* screen in their Steam settings.

If you'd like to restrict library access from a device that you're not currently using you can select the **Manage Other Computers** button. This will direct you to a Steam Community webpage where you can choose to revoke access from all of your authorized devices and accounts.

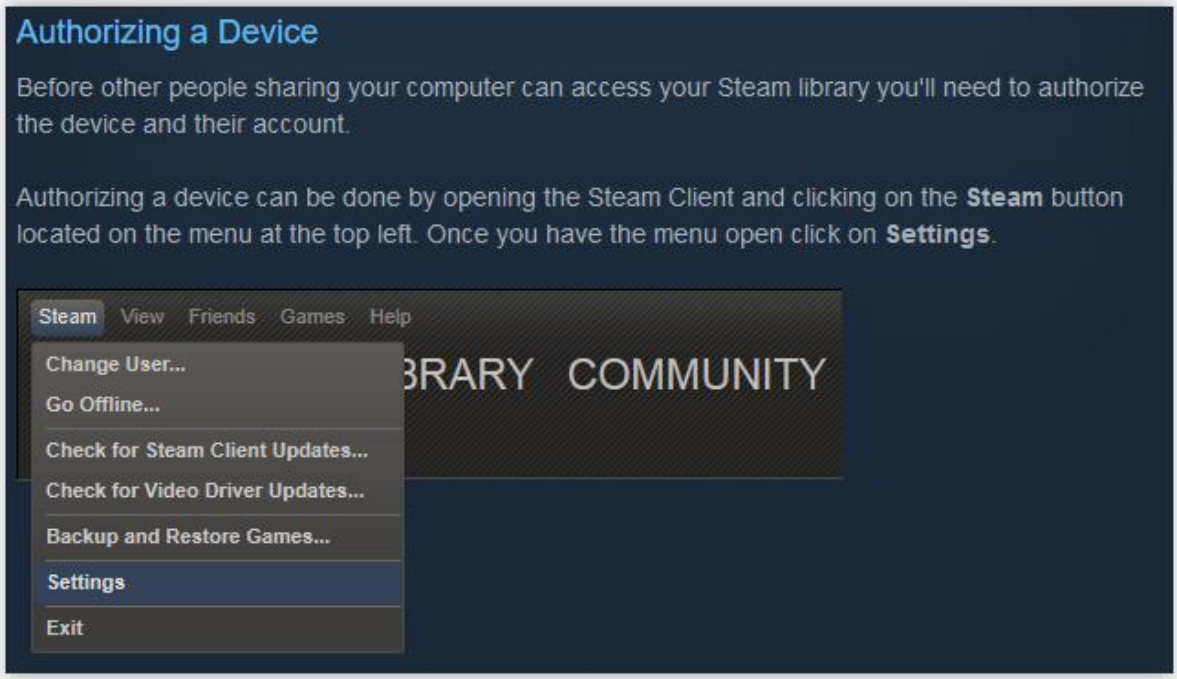


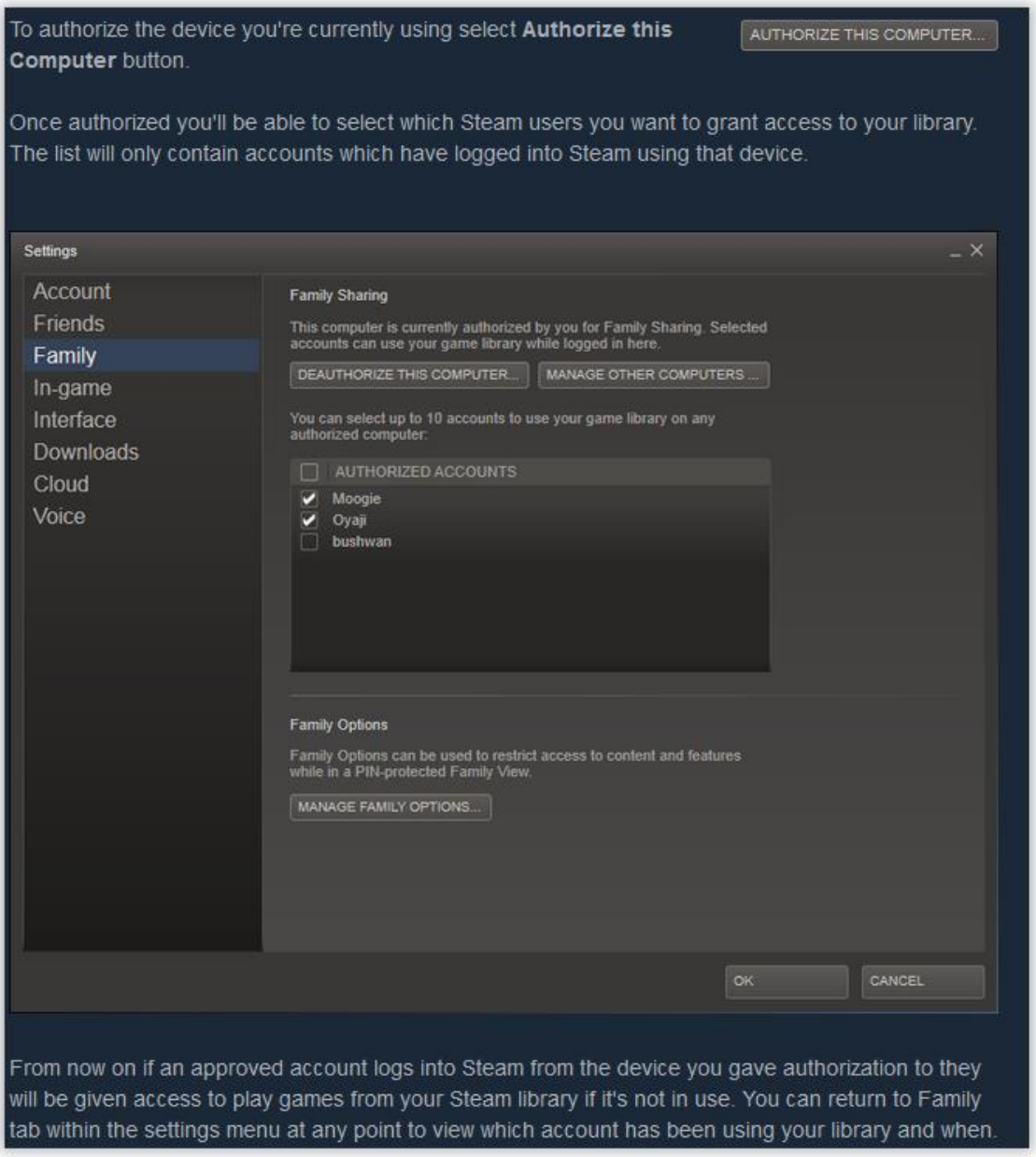


Steam libraries can be accessed by one person at a time across all devices. If you're playing a game from somebody's library and they begin playing a game themselves, you'll receive a notification stating you have a set amount of time to exit your current session.

As the account holder you'll always have priority access over your library.

Steam Guard
Before you can use the Steam Family Sharing feature your account needs to be protected by Steam Guard.
You can learn more about how to enable and use Steam Guard here. You can also follow my guide on how to enable Steam Guard below.
Enabling Steam Guard
A Guide for Steam Client
By: Jimo
I will give you step-by-step instructions on how to enable Steam Guard. Steam Guard is a security feature which is designed to put an additional layer between your account and unauthorized parties


Authorizing a Device
Before other people sharing your computer can access your Steam library you'll need to authorize the device and their account.
Authorizing a device can be done by opening the Steam Client and clicking on the Steam button located on the menu at the top left. Once you have the menu open click on Settings.
Steam
View
Friends
Games
Help
BRARY
COMMUNITY
Change User...
Go Offline...
Check for Steam Client Updates...
Check for Video Driver Updates...
Backup and Restore Games...
Settings
Exit



43. Defendant has directly infringed, and continue to directly infringe one or more claims of the ‘960 Patent in this judicial district and elsewhere in Texas, including at least Claims 1-5, 7-8, 18, 22, and 25 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its digital product steaming service during the

pendency of the ‘960 Patent which *inter alia* comprises instructions for allowing a digital product to be used when a device identify is on record, calculating device count authorized for use with the digital product, setting a limit for a time period when a device identity is not on record, and allowing the digital product to be used when the device count is less than the limit.

44. In addition, should Defendant’s digital product steaming service be found to not literally infringe the asserted claims of the ‘960 Patent, Defendant’s accused products would nevertheless infringe the asserted claims of the ‘960 Patent. More specifically, the accused digital product steaming service performs substantially the same function (adjusting access to a digital product), in substantially the same way (comprising computer readable instructions contained in or loaded into non-transitory memory) to yield substantially the same result (effecting time-limited access to the digital product). Defendants would thus be liable for direct infringement under the doctrine of equivalents.

45. Defendant may have infringed the ‘960 Patent through other software, currently unknown to Uniloc, utilizing the same or reasonably similar functionality, including other versions of its digital product steaming service. Uniloc reserves the right to discover and pursue all such additional infringing software.

46. Uniloc has been damaged, reparably and irreparably, by Defendant’s infringement of the ‘960 Patent and such damage will continue unless and until Defendant is enjoined.

47. Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC (“Flexera”). Uniloc is not alleging infringement of the ‘960 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., Acresso 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 Acresso 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.

JURY DEMAND

48. Uniloc hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Uniloc requests that the Court find in its favor and against Defendant, and that the Court grant Uniloc the following relief:

(A) that Defendant has infringed the '960 Patent;

(B) awarding Uniloc its damages suffered as a result of Defendant's infringement of the '960 Patent pursuant to 35 U.S.C. § 284;

(C) enjoining Defendant, 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 '960 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.

Dated: May 30, 2016

Respectfully submitted,

/s/ James L. Etheridge

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