



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 Delaware corporation having a principal place of business at 1100 Avenue of the Americas, New York, New York 10036 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: Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

#### **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's terms of use on its website state that its "Service and all materials incorporated on this Service (including, but not limited to text, photographs, graphics, video and audio content) are protected by copyrights, patents, trade secrets or other proprietary rights under laws of the United States and other countries." In 2015, Defendant issued copyright take-down notices to Periscope when its users were streaming live video of the fifth-season premiere of Game of Thrones. Public records reveal that Defendant has 131 published patent applications.

33. Defendant has marketed and currently markets a digital product steaming service under the name "HBO Now / HBO Go."

34. Defendant provides access to HBO Now / HBO Go for a fee of \$14.99. If this fee is not paid or the service is cancelled, the digital product steaming service is discontinued and one may no longer stream the desired digital product.

35. One subscribing to this \$14.99 service is limited to a number of simultaneous streams. Upon information and belief, the \$14.99 service provides a technical or contractual three simultaneous streams.

36. While the \$14.99 service has three simultaneous streams, Defendant allows deviations from this based on certain criteria. In particular, when certain criteria has been satisfied,

a single account may stream more than three simultaneous streams.

37. Defendant also has a trial service for HBO Now \ HBO Go that allows one access to the digital product for 30 days. After such a trial period, one can continue to access the service for HBO Now / HBO Go by paying a monthly subscription fee.

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

Subscribe from your smart TV or mobile device (30-day free trial, then \$14.99/month), then use your HBO NOW login to watch on any device, and on the web at HBONOW.com.

**Source:** <https://play.google.com/store/apps/details?id=com.hbo.hbonow>

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



## I've exceeded the number of simultaneous streams. What should I do?

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Members of your household can sign in to HBO NOW on different devices, but the number of simultaneous streams is limited for security reasons.

If you're getting a simultaneous streams error message, try the following:

### Step 1: Sign out and back in

Have everyone in your household sign out of HBO NOW and then sign back in. Now have each person try playing a show. If this doesn't fix the issue, try the next step.

### Step 2: Sign out and restart HBO NOW

Have everyone in your household sign out of HBO NOW and then exit and restart the HBO NOW app. Once you sign back in, have each person try playing a show again.

Your HBO NOW subscription applies to your household. The email and password that you use to sign in to HBO NOW should not be shared with anyone outside your household. If you share your HBO NOW email and password, you might not be able to watch videos because too many people are using your profile at the same time.

The number of video streams that you and members of your household can view simultaneously with HBO NOW is similar to HBO GO.

**Source:** [http://help.hbonow.com/app/answers/detailHBO/a\\_id/51/kw/simultaneous](http://help.hbonow.com/app/answers/detailHBO/a_id/51/kw/simultaneous)

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

## Can I stream HBO NOW on multiple devices at the same time?

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Yes, your HBO NOW subscription applies to your entire household. This means that members of your household can sign in to HBO NOW on different devices, and watch different shows at the same time.

The email and password that you use to sign in to HBO NOW should not be shared with anyone outside your household. For security reasons, the number of simultaneous streams is limited.

If you get a simultaneous streams message, see [I've exceeded the number of simultaneous streams](#) for more information.

**Source:** [http://help.hbonow.com/app/answers/detailHBO/a\\_id/27/kw/simultaneous/session/L2F2LzEvdGltZS8xNDYzNDIzNjgxL3NpZC93Q3JOakZRbQ%3D%3D](http://help.hbonow.com/app/answers/detailHBO/a_id/27/kw/simultaneous/session/L2F2LzEvdGltZS8xNDYzNDIzNjgxL3NpZC93Q3JOakZRbQ%3D%3D)

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

**HBO Now**

An HBO Now subscription is supposed to be limited to a "household." Does that include kids who are away at college? A grandmother who's living in an apartment attached to the main house? HBO is vague about this kind of nitty-gritty, perhaps intentionally so. It's also vague about **how many people can use the service** at the same time, stating rather unspecifically, "Members of your household can sign in to HBO NOW on multiple devices at the same time and watch videos concurrently, but the number of videos you can stream at any given time is limited for security reasons." You're not supposed to share log-in information with people who are not part of your "household," but as stated above, HBO has mixed feelings about the issue and is highly unlikely to crack down on password sharing.

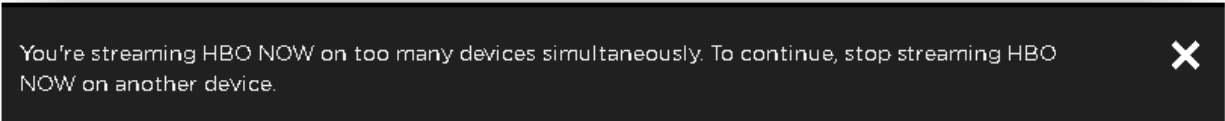
**Source:** <http://time.com/money/4043147/hbo-netflix-amazon-prime-share-account-password/>

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

HBO tells us that the \$14.99 subscription will allow for streaming on up to three devices at once, with no limit on the number of devices you can have activated. That's surprisingly login-sharing friendly, and a shift from what we've seen with Sling TV, which only allows one stream per account. Still, is it friendly enough to make up for a network that's not quite ready for your Android phone, Fire TV stick or Xbox/PlayStation gaming console? You'll be able to make that call in just a few weeks.

**Source:** <http://www.engadget.com/2015/03/09/hbo-now-strings/>

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



GOSTException	“Too Many Devices in Use”	“You have exceeded the maximum number of simultaneous devices for your HBO GO ® account. To use HBO GO ® on your Xbox One, please stop watching HBO GO ® on one of the other devices currently in use.”	“Ok”: Navigate back	Simultaneous stream limit exceeded
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**Source:** United States Patent Publication No. 2016/0026521, listing Home Box Office, Inc. as applicant.

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

We also may collect certain other information when you access the Service, such as: the type of browser you are using; the type of operating system you are using; the IP address or other unique identifier such as a Device Identifier (defined below) of any of your computer(s) or device(s) that are used to access the Service; the name of your Internet service provider or mobile carrier; referring/exit pages; date/time stamp; clickstream data; web beacons; precise geolocation information and information about your interests in and use of various products, programs, and services (collectively described as “Usage Information,” described in greater detail in paragraph 2(e). below). If you log in via a social media platform, see Section 4 regarding additional information that may be collected. In addition, when you visit the Service our servers automatically collect information describing your use of the Service, including but not limited to content accessed by you, page/screen visits, length of time viewing a certain page or program, how the content is viewed, etc.

<https://www.hbonow.com/privacy>

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

A Device Identifier is an identifier that is automatically assigned to your Device used to access the Service, and our computers identify your Device by its Device Identifier. We may access and use Device Identifiers that have already been associated with your device.

We may use various new and hereafter developed technologies to collect Device Identifiers, Usage Information and Demographic Information about you ("Tracking Technologies"). A few of the methods that may be used to collect Usage Information include, without limitation, the following (and subsequent technology and methods hereafter developed):

**Cookies.** A browser cookie is a data file placed on a Device when it is used to visit the Service. Cookies may be used for many purposes, including, without limitation, remembering you and your preferences and tracking your visits to and activities in connection with the Service. The Service also may use locally stored objects to provide certain content, such as video on demand, video clips, or animation. Adobe's Flash player and similar applications use this technology to remember settings, preferences, and usage similar to browser cookies. Most cookies may be disabled or removed or blocked using tools and settings on commercial browsers. However, some cookies, such as Flash cookies or HTML5 cookies, may not be disabled through your browser. For information on disabling Flash cookies, go to Adobe's website at [www.adobe.com](http://www.adobe.com). Please be aware that if you disable or remove cookies some parts of our Service may not work and that when you revisit our Service, your ability to limit cookies is subject to your browser settings and limitations.

<https://www.hbonow.com/privacy>

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

I've exceeded the number of simultaneous streams. What should I do?

Members of your household can sign in to HBO GO on different devices, but the number of simultaneous streams is limited for security reasons.

If you're getting a simultaneous streams error message, try the following:

Have everyone in your household sign out of HBO GO and then sign back in. Now have each person try playing a show. If this doesn't fix the issue, we suggest that you wait approximately **two hours** and try again.

Your HBO subscription applies to your household. The username and password that you sign in with should not be shared with anyone outside of your household. If you share your sign-in information, you might not be able to watch videos because too many people are using your profile at the same time.

<https://help.hbogo.com/hc/en-us/articles/204334008--I-ve-exceeded-the-number-of-simultaneous-streams-What-should-I-do->

47. Upon information and belief, the following describes, at least in part, the following is a non-limiting set of GETs and POSTs when a request for a digital product is made for Defendant's service:

+	GET PROD787220?cid=	hbonow.com	25.6 KB	52.85.208.175:443
+	GET 870f1eea68?a=5657551&sa=..	bam.nr-data.net	24 B	50.31.164.166:443
+	GET site-core.js.gz	static.hbonow.com	76.1 KB	52.85.82.225:443
+	GET site-desktop.css.gz	static.hbonow.com	179.2 KB	52.85.82.225:443
+	GET index-desktop.css.gz	static.hbonow.com	145.9 KB	52.85.82.225:443
+	GET swiper.min.css	static.hbonow.com	14.1 KB	52.85.82.225:443
+	GET controtag?confid=Joapb_q-	cdn.krxd.net	4.9 KB	23.235.40.175:443
+	GET placeholder_small.png	static.hbonow.com	2.9 KB	52.85.82.225:443
+	GET social.png	static.hbonow.com	2.6 KB	52.85.82.225:443
+	GET site-desktop.js.gz	static.hbonow.com	112.0 KB	52.85.82.225:443
+	GET controtag.js.3c4dd25bb09511!	cdn.krxd.net	51.7 KB	23.235.40.175:443
+	POST activation.status	subscription-activation-api.hbonow.com	276 B	107.23.159.190:443
+	GET cache?timestamp=146344169	recon-rest.hbonow.com	178 B	52.6.77.172:443
+	GET web	recon-rest.hbonow.com	170 B	52.6.77.172:443

+	GET index-desktop.js.gz	static.hbonow.com	166.1 KB	52.85.82.225:443
+	GET 787217_2466193_290x162.jpg	images.hbonow.com	53.9 KB	54.192.6.105:443
+	GET 787218_2540760_290x162.jpg	images.hbonow.com	33.6 KB	54.192.6.105:443
+	GET 787219_2555002_290x162.jpg	images.hbonow.com	52.4 KB	54.192.6.105:443
+	GET 787220_2564509_290x162.jpg	images.hbonow.com	33.9 KB	54.192.6.105:443
+	GET PROM587161_2453732_290x1	images.hbonow.com	40.2 KB	54.192.6.105:443
+	GET PROM587701_2555002_290x1	images.hbonow.com	52.4 KB	54.192.6.105:443
+	OPTIONS activation.status	subscription-activation-api.hbonow.com	0 B	107.23.159.190:443
+	OPTIONS cache?timestamp=14634	recon-rest.hbonow.com	0 B	52.6.77.172:443
+	GET PROM587902_2570959_290x1	images.hbonow.com	61.8 KB	54.192.6.105:443
+	GET PROM589020_2572327_290x1	images.hbonow.com	52.8 KB	54.192.6.105:443
+	GET id?d_rtbd=json&d_ver=2&d...€	dpm.demdex.net	167 B	52.11.84.63:443
+	GET video.js	static.hbonow.com	791 B	52.85.82.225:443
+	GET s34908755610114?AQB=1&nd.	smetrics.hbonow.com	43 B	66.235.140.178:443

+	GET get?pub=d15e3ba7-654d-41...	cdn.krxd.net	205 B	23.235.40.175:443
+	GET beacon.js?_=1463441712613	sb.scorecardresearch.com	901 B	23.2.203.120:443
+	GET hero-carousel-item-actions-sp	static.hbonow.com	3.2 KB	52.85.82.225:443
+	GET pixel.gif?source=smartta...%2l	beacon.krxd.net	0 B	54.243.146.37:443
+	GET 870f1eea68?a=5657551&sa=..	bam.nr-data.net	57 B	50.31.164.166:443
+	GET stream?contentId=3999498...	mf.hbonow.com	1.5 KB	209.102.193.153:443
+	OPTIONS stream?contentId=39994	mf.hbonow.com	466 B	209.102.193.153:443
+	GET beacon.js?_=1463441712615	sb.scorecardresearch.com	901 B	23.2.203.120:443
+	GET assets?id=PROD787220&order	recon-rest.hbonow.com	178 B	52.6.77.172:443
+	GET fvp.swf	static.hbonow.com	854.3 KB	52.85.82.225:443
+	GET skin_config.xml	static.hbonow.com	3.7 KB	52.85.82.225:443
+	GET crossdomain.xml	mediadelivery.mlbcontrol.net	212 B	209.102.202.9:80
+	GET hbo.swf	static.hbonow.com	47.5 KB	52.85.82.225:443
+	GET bamTokens.swf	static.hbonow.com	33.4 KB	52.85.82.225:443

48. Upon information and belief, Defendant is using nginx, AmazonS3, and Apache for its servers.

49. Upon information and belief, Defendant utilizes a variety of cookies. The following is a listing along with their respective domains when a request to play a digital product is made:



+ ab	.adadvisor.net	119 B
+ uuid2	.adnxs.com	24 B
+ sess	.adnxs.com	5 B
+ anj	.adnxs.com	58 B
+ TDCPM	.adsrvr.org	57 B
+ TDID	.adsrvr.org	40 B
+ BR_APS	.btrll.com	25 B
+ IDE	.doubleclick.net	61 B
+ id	.doubleclick.net	69 B
+ EE	.exelator.com	36 B
+ ud	.exelator.com	176 B
+ hsk_663	.exelator.com	133 B
+ jncEBPIM	.geo-um.btrll.com	24 B
+ entprev	.hbonow.com	8 B
+ entpc	.hbonow.com	30 B
+ Authorization	.hbonow.com	610 B
+ AMCVC_3292419354F99C9C0A4C98A4%40AdobeOrg	.hbonow.com	143 B
+ s_vi	.hbonow.com	48 B
+ s_sq	.hbonow.com	262 B
+ s_fid	.hbonow.com	38 B
+ s_cc	.hbonow.com	8 B
+ ServedBy	.krxd.net	19 B
+ _kuid_	.krxd.net	14 B
+ JSESSIONID	.nr-data.net	26 B
+ dids944485036	.ricdn.com	61 B
+ rtn1	.ricdn.com	36 B
+ rlas3	.ricdn.com	63 B
+ ck1	.ricdn.com	6 B
+ tidal_ttld	.tidaltv.com	46 B
+ guest_id	.twitter.com	31 B
+ mssk	www.hbonow.com	34 B
+ reconDID	www.hbonow.com	62 B

50. Upon information and belief, a listing of all the devices that one may access HBO from is contained at the following hyperlink:

[http://help.hbonow.com/app/answers/detailHBO/a\\_id/11/~which-devices-work-with-hbonow%3F](http://help.hbonow.com/app/answers/detailHBO/a_id/11/~which-devices-work-with-hbonow%3F)

51. 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.

52. 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.

53. 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.

54. 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.

55. 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., Acrezzo 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 Acrezzo 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**

56. 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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