

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

MANTIS COMMUNICATIONS, LLC

Plaintiff,

v.

BEST BUY CO., INC.,

Defendant.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.* in which Plaintiff Mantis Communications, LLC (“Mantis” or “Plaintiff”) files this action against Defendant Best Buy Co., Inc. (“Best Buy” or “Defendant”) for infringing U.S. Patent Nos. 7,403,788 (“the ’788 Patent”), 7,792,518 (“the ’518 Patent”), 8,131,262 (“the ’262 Patent”), 8,437,784 (“the ’784 Patent”), 8,761,732 (“the ’732 Patent”), 8,938,215 (“the ’215 Patent”), and 9,092,803 (“the ’803 Patent”) (collectively, “patents-in-suit” or “Mantis patents”).

BACKGROUND

1. Plaintiff Mantis is a Texas Limited Liability Company and is the owner by assignment of the patents-in-suit.
2. Companies including Defendant have adopted the inventions disclosed in the Mantis patents.
3. The Mantis patents have been cited in patents and patent applications filed by companies including: Research In Motion Limited, Motorola, Tekelec, and Visa.
4. The patents-in-suit share a common specification and are entitled “System and Method to Initiate a Mobile Data Communication Utilizing a Trigger System.” True and correct copies of the patents-in-suit are attached hereto as Exhibits A through G.

5. The patents-in-suit relate back to a provisional patent application dated July 19, 2002 (Provisional Application No. 60/397,435). The patents-in-suit claim specific systems and methods to enable organizations to execute direct marketing techniques and promotions by engaging users in a more convenient way by triggering interactions through their mobile communication devices.

6. The claims of the patents-in-suit are directed at a technical solution to solve a problem unique to computer communications networks and related devices – initiating a communication between an organization and a user of a mobile device triggered by an initial request or interaction by the user.

7. Use of a trigger system to initiate communication between an organization and a user using a mobile device presented new and unique advantages over the state of the art at the time. For example, although the wireless channel theoretically provided marketers a new ability to reach individuals in a time-sensitive way, there was a lack of standardization, and there was no practical way for a user’s non-mobile-device interactions to trigger timely intercommunications with their mobile devices.

8. Although the systems and methods taught in the claims of the patents-in-suit have by today been widely adopted by leading businesses, at the time of the invention, the technologies taught in the claims of the patents-in-suit were innovative.

9. Further the claims of the patents-in-suit improved upon the functioning of communications interfaces and devices by providing for faster and easier methods to trigger a communication between an organization and user. For example, the claims of the patents-in-suit enable simple, fast, practical, and economical means to instantly deliver offers, coupons, promotions and other user-customized content to users on the go.

10. The claims of the patents-in-suit 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.” Instead, they are limited to the narrow set of methods and systems for communications interfaces and devices.

11. The claims of the patents-in-suit are directed at very particular, narrow methods and systems for triggering a communication between an organization and a user using technologies unique to the mobile devices. The inventive concept in the claims of the patents-in-suit is a technological one rather than an entrepreneurial one. The use of a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device is a specific solution to the technological problem of mobile electronic communications devices that lack standardization.

12. The claims of the patents-in-suit are directed toward a solution rooted in computer technology and use technology unique to computers and networks to overcome a problem specifically arising in the realm of communications devices on computer networks. For example, the claims of the patents-in-suit are directed toward using a triggering system in a computer network using electronic devices which are specifically configured to yield a desired result—a result that overrides the routine and conventional sequence of events ordinarily used by the communications methods of the prior art.

13. The use of a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device was not a longstanding or fundamental economic practice at the time of invention of the patents-in-suit. The use of a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device was not at the time of the invention a fundamental principle in ubiquitous use on the Internet or computers in general.

14. The claims of the patents-in-suit are not directed at a method for organizing human activity as the claims teach specific systems and methods for using triggering systems to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device.

15. The claims of the patents-in-suit are not directed at a mathematical relationship or formula as the claims teach specific systems and methods to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device.

16. The inventions claimed in the patents-in-suit go beyond manipulating, reorganizing, or collecting data by receiving information or a signal and generating content based on user request data thereby fundamentally altering information. One or more of the claims of the patents-in-suit require “transforming” data associated with the trigger system by receiving information or a signal and then generating content based on user request data. Therefore, the claimed features in the patents-in-suit fundamentally alter data and go beyond the mere collection, organization, manipulation, or reorganization of data.

17. One or more of the claims of the patents-in-suit require a specific trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device and are meaningful limitations that tie the claimed methods and systems to specific machines.

18. The claims of the patents-in-suit not only recite a process for generating content based on user requested data, the claims involve a protocol for using a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device.

19. The claims of the patents-in-suit cannot be performed by a human, in the mind, or by pen and paper. The claims as a whole are directed to using a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device. These limitations require a message application server that can communicate with a trigger system with a trigger client component and a trigger server component, wherein the message application server is capable of processing a trigger signal, deriving a mobile device address from at least one unique identifier, and generating content based on user request data – all elements that cannot be done by a human, in one’s mind, or by paper and pencil.

20. The use of trigger systems to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device is not a conventional activity that humans engaged in before computers, nor is it a conventional activity that humans are capable of performing mentally or by pen and paper.

21. One or more of the claims of the patents-in-suit require a fixed step-by-step procedure using a trigger system for accomplishing the initiation of communications on electronic devices in order to enable targeted content delivery to a mobile device.

22. The prior art cited on the face of the patents-in-suit shows that the inventions disclosed in the claims of the patents-in-suit are not a patent ineligible abstract idea. The inventions taught in the claims of the patents-in-suit are narrower than the cited prior art, and therefore, are not an abstract idea. For example, none of the systems and methods described in the prior art discloses using a trigger to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device. Many of the claims of the patents-in-suit require the use of a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device. This requirement is absent in the prior art and thus, the claims of the patents-in-suit are directed toward significantly more than an abstract idea and the claims of the patents-in-suit do not preempt the field of electronic communications or marketing.

23. The inventions in the claims of the patents-in-suit are rooted in computer technology and overcame a problem specifically arising in the realm of computer networks. At the time of the invention, limitations in the prior art that the patents-in-suit were directed to solve included the lack of standardization, the lack of convenience in triggering communications using prior art systems in a timely manner, as well as the lack of familiarity and cumbersome nature of initiating a communication using a mobile device.

24. The claims of the patents-in-suit require the use of a computer system. The use of a computer system plays a significant part in permitting the claimed methods to be performed. For example, the use of a trigger system to communicate with a message application server is integral to the success of targeted content delivery to a mobile device and can only be performed using a computer system. The use of a computer system using a trigger system and message application server is not merely an issue of processing data more quickly, it is integral to accomplishing targeted content delivery to a mobile device.

25. The claims of the patents-in-suit do not preempt a field or preclude the use of other effective targeted content delivery to mobile devices. The claims of the patents-in-suit include inventive elements such as the claimed trigger systems. The elements in the claims of the patents-in-suit greatly limit the breadth of the claims. These limitations are not necessary or obvious tools for achieving the initiation of communications on electronic devices in order to enable targeted content delivery to a mobile device, and they ensure that the claims do not preempt other techniques for targeted content delivery to mobile devices. Other techniques for targeted content delivery on mobile devices that would not be included in the scope of the claims of the patents-in-suit include at least the prior art on the face of the patents-in-suit.

26. The claims of the patents-in-suit do not preempt initiating communications on electronic devices in order to enable targeted content delivery to a mobile device, as other technologies are available.

27. The claims of the patents-in-suit not only recite a process for generating content based on user requested data, the claims involve a protocol for using a trigger system to initiate communications on electronic devices in order to enable targeted content delivery to a mobile device. The inventions disclosed in the claims of the patents-in-suit have a concrete effect in communication to a mobile device. The claims are directed to solving a technological problem of mobile electronic communications devices that lack standardization and usability. The prior art disclosed on the face of the patents-in-suit show that the claims of the patents-in-suit are directed at solving this problem using unconventional and novel techniques.

28. The use of a trigger system to initiate communications on electronic devices in order to enable targeted content deliver on a mobile device confers benefits on a computer system.

29. The claims of the patents-in-suit require steps that are not conventional or routine. The use of a trigger system to initiate communications on electronic devices in order to enable targeted content deliver on a mobile device was not ubiquitous at the time of the invention. Further, elements in the dependent claims of the patents-in-suit require additional steps that are not conventional or routine.

PARTIES

30. Mantis is a Texas Limited Liability Company with a principal place of business at 2600 Avenue K, Plano Texas 75074.

31. On information and belief, Best Buy Co., Inc. (“Best Buy”) is a Minnesota corporation with its principal place of business at 7601 Penn Avenue South, Richfield, MN 55423. On information and belief, Best Buy is registered to do business in the State of Texas and it may be served with process by delivering a summons and a true and correct copy of this complaint to its registered agent for receipt of service of process, C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX 75201.

JURISDICTION AND VENUE

32. This action arises under the patent laws of the United States, Title 35 of the United States Code. Accordingly, this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

33. This Court has personal jurisdiction over Defendant because, among other reasons, Defendant has established minimum contacts with the forum state of Texas. Defendant, directly or through third-party intermediaries, makes, uses, imports, offers for sale, or sells products or services within the state of Texas, and particularly within the Eastern District of Texas. Defendant has purposefully availed itself of the benefits of doing business in the State of Texas and the exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice.

34. Venue is proper in this District under 28 U.S.C. §§ 1391 (b)-(c) and 1400(b) because Defendant is subject to personal jurisdiction in this District, has transacted business in this district and has committed acts of patent infringement in this District.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 7,403,788

35. Mantis incorporates by reference paragraphs 1 through 34 of this Complaint.

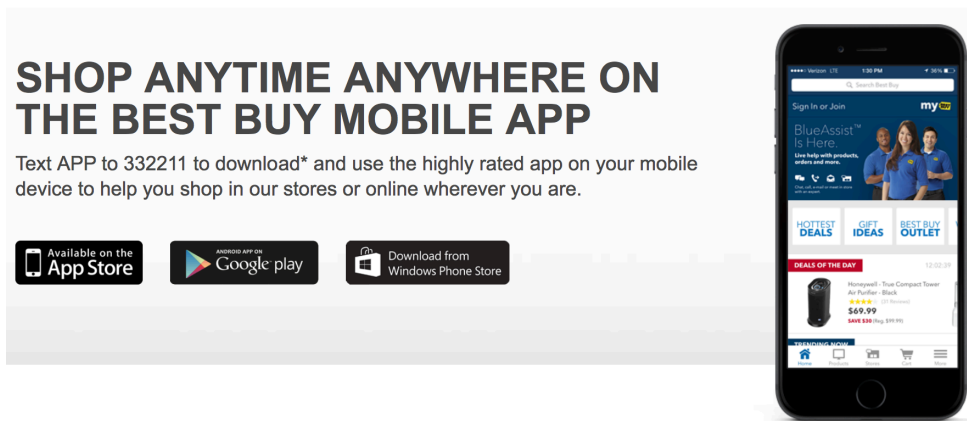
36. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the

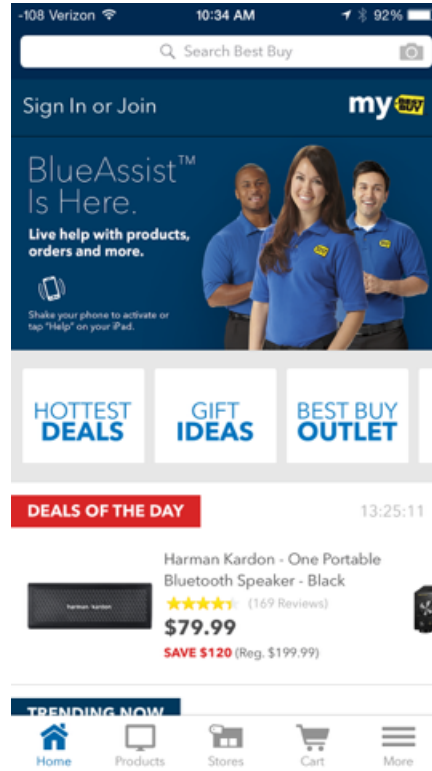
United States products or services for targeted content delivery on a mobile device. Defendant’s targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the ’788 patent.

37. Defendant operates the Internet site <http://www.bestbuy.com> (“Best Buy Site”). The Best Buy Site is targeted to and accessible to Texas residents.

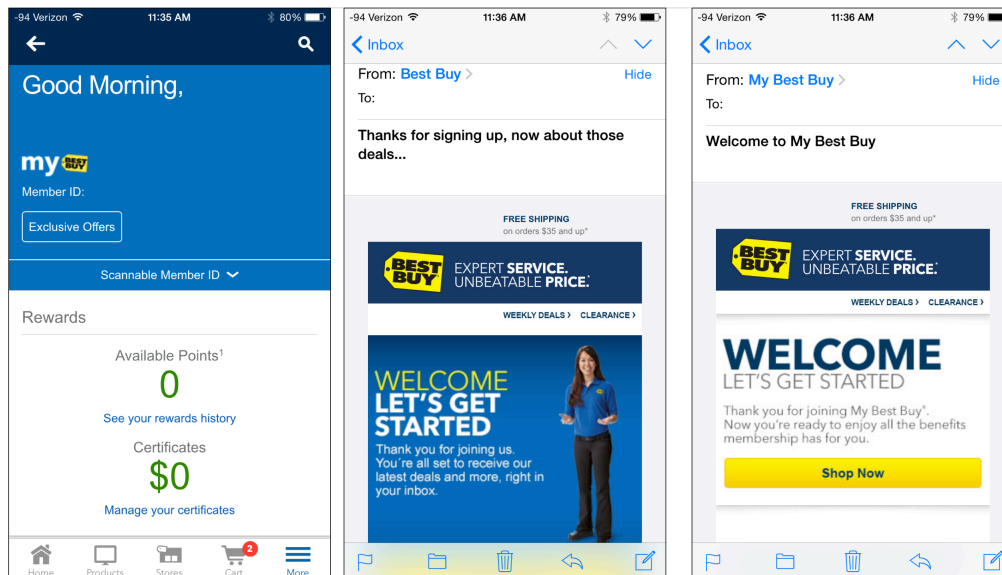
38. Defendant offers to its customers Best Buy mobile applications, for example, mobile applications available on Android and iPhone products (“Best Buy App”). The Best Buy App is targeted to and accessible to Texas residents. Exemplary screenshots of the Best Buy App and Best Buy’s offers of its mobile applications to consumers are provided below:

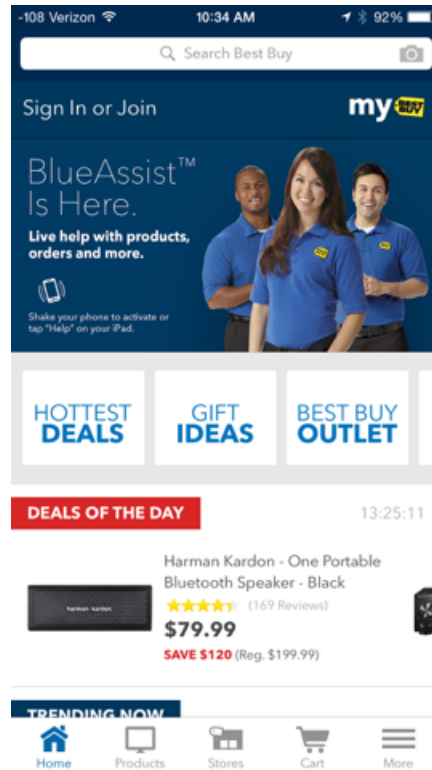
Best Buy Mobile App





39. Defendant operates systems for sending marketing-related content to mobile devices of consumers. On information and belief, defendant has sent marketing-related content to mobile devices of Texas residents. The exemplary screen shots below depict Best Buy marketing-related content sent to a mobile device, and confirm that Best Buy uses systems to send such content:





40. The Best Buy Site, and Best Buy App comprise systems that enable targeted content delivery to a mobile device. Defendant’s documents disclose, for example, collecting user information to customize the user’s experience, based on, for example, the user’s purchase history or location. The exemplary screen shots below confirm that Best Buy’s systems deliver such targeted content to users:

HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect for things like:

- Identifying you on our websites and our mobile app in order to customize your experience (for example, based on your purchase history or your location)
- Fulfilling orders and requests for products, services, or information
- Processing refunds, returns, and exchanges
- Tracking and confirming online orders
- Delivering and installing products
- Managing our My Best Buy™ program
- Marketing and advertising products and services
- Conducting research and analysis
- Processing Best Buy credit card applications

PRIVACY POLICY HIGHLIGHTS

We want you to read the whole policy. This highlights section provides a summary of Best Buy's privacy practices, and is not the whole policy. The highlights and full privacy policy apply to Best Buy retail stores, our Web site at www.bestbuy.com, our mobile app, and other locations where we may collect personal information.

What we collect

- We may collect personal information such as your contact, billing, and shipping information. We may also collect demographic information, such as your birthday.
- We collect information regarding your interactions with our Web sites and mobile apps.
- We may [obtain](#) additional personal and non-personal information from third party providers.

Uses of Information

- **Best Buy does not sell or rent your personal information to third parties.**
- We use [information about](#) you to fulfill your requests, administer various programs, provide services, and for other business purposes.
- Your personal information may be [shared with current or future Best Buy entities or subsidiaries](#).
- We may also use the information you provide to send you [marketing communications](#).
- In some circumstances, Best Buy may share your information with certain [third parties to perform services on our behalf](#).

Your Choices

You may choose to:

- [Stop receiving](#) e-mail, direct mail and telephone marketing communications.
- [Update and correct](#) your personal information.

Important Information

- Best Buy does not knowingly collect information online from [children under 13](#).
- The Best Buy Companies value our relationship with our customers and we are committed to responsible information-handling practices. Please read our entire [Privacy Policy](#).

How To Contact Us

Phone:

1-888-BEST BUY (1-888-237-8289)

Email:

PrivacyManager@bestbuy.com

Regular mail:

Best Buy Corporate Campus
Attn: Customer Care/Privacy
7601 Penn Avenue South
Richfield, MN 55423-3645

41. Mobile devices that interact with the Best Buy Site, and Best Buy App have device addresses and are associated with unique identifiers.

42. The Best Buy Site, and Best Buy App comprise a message application server. The message application server communicates and processes messages to and from users. Defendant's documentation, for instance, discloses that it collects and stores information provided through its digital properties. Best Buy also acknowledges that users log on to Best Buy's servers, as confirmed in the exemplary screen shots below:

Disclaimers and Limitation of Liability

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY BEST BUY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREUNDER, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OR OUR **SERVERS** OR ELECTRONIC COMMUNICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. We have no responsibility for any activities that occur under your account and password. You may only use the Site for lawful purposes. Activities including, but not limited to, tampering with the site, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the site are prohibited.

You may not violate or attempt to violate the security of the Site, including by, without limitation, (a) accessing data not intended for you or logging onto a **server** or an account which you are not authorized to access; (b) using the Site for unintended purposes or trying to change the behavior of the Site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (g) forging communications on behalf of the Site (impersonating the Site) or to the Site (impersonating as a legitimate user). You may not send unsolicited or unauthorized e-mail on behalf of Best Buy, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Conditions of Use. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents we provide and generally publicly available browsers.

WHAT WE COLLECT

Information you give us

We collect and store information you provide through our digital properties and in our stores.

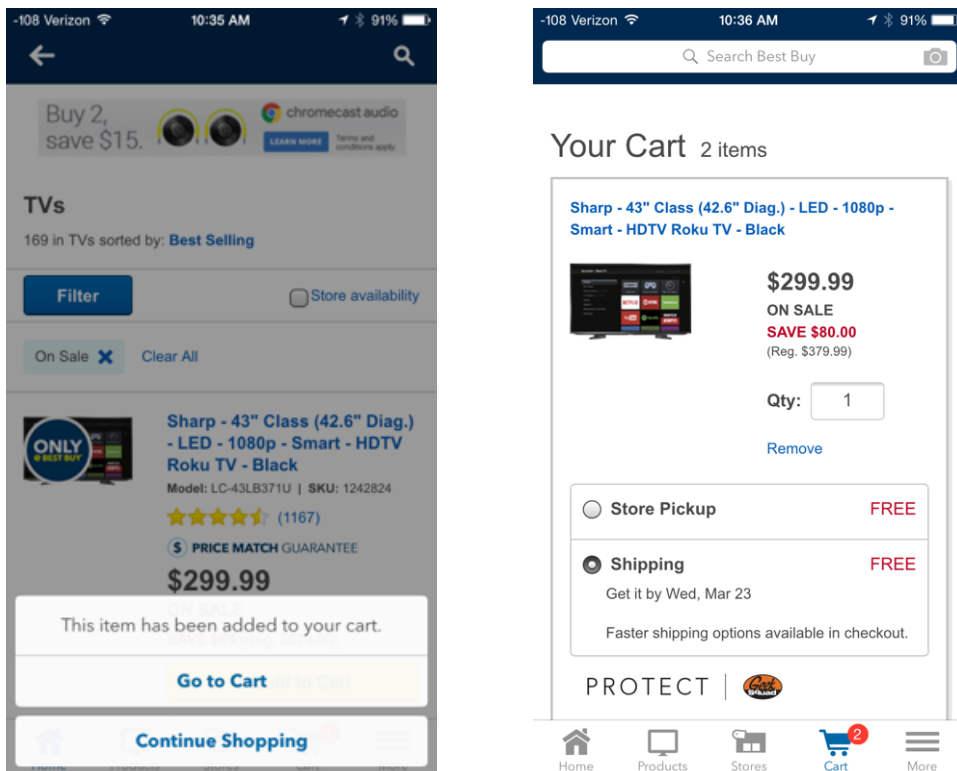
The information we collect from you includes things like:

- Name
- Mailing address
- Email address
- Phone number
- Credit card number and other payment information
- Your My Best Buy ID if you have one

In certain situations, we may also collect things like:

- Driver's license number (for example, if you return a product or apply for credit)
- Part of your Social Security number (if you use our renewal notifications services)
- Your whole Social Security number (if you apply for credit)
- Location information (such as when you ask us to tell you about nearby stores)
- Demographic and lifestyle information (if you sign up for a registry or birthday list)
- IMEI/UDID (a numeric identifier for your mobile device)
- MAC Address (another kind of numeric identifier for your mobile device)
- IDFA (Apple's ID For Advertising, a randomly generated number which can be cleared like cookies)
- Your responses to surveys

43. The Best Buy Site, and Best Buy App use a trigger system in communication with the message application server that has a trigger client component configured to generate a trigger signal comprising a trigger action, user content request data, and at least one unique identifier. The Best Buy app for instance generates a trigger signal comprising a trigger action (*e.g.*, a purchase request), user content request data (*e.g.*, the total price, or other purchasing relating information), and a unique identifier. The exemplary screen shots below confirm such activities:



44. The Best Buy Site and Best Buy App use a trigger system server that also has a trigger server component that communicates with the trigger client component and is configured to receive the trigger signal and send it to a message application server.

45. The Best Buy Site and Best Buy App comprise an offer application component in communication with an offer entry system and an offer database for storing the generated content and the user request data.

46. The offer entry system used in the Best Buy Site and Best Buy App is configured to redeem the generated content, generate content redemption information that includes the

redeemed content, and send the content redemption information to the offer application component used for the Best Buy Site and Best Buy App for storage in the offer database.

47. The Best Buy Site and Best Buy App notify users regarding their order status and the latest deals.

48. The Best Buy Site and Best Buy App customize advertisements and content for users, for example, based on information collected and tracked regarding users' use of the Best Buy Site and Best Buy App.

49. The Best Buy Site and Best Buy App collect updated email addresses, mobile numbers, and message preferences from users, as depicted in the exemplary screenshots below:

Communication Preferences

Manage your Best Buy e-mail subscriptions for [Change](#)

✔

General Marketing

Stay connected to Best Buy for the latest sales and events, exclusive offers, new products and more.

Subscription Options

Receive all General Marketing e-mails from Best Buy.

Receive no more than one General Marketing e-mail per week.


Receive no General Marketing e-mails (unsubscribe).

✔

Deal of the Day

Sign up to get great deals delivered to your inbox every day.

[Learn more](#)



Subscription Options

Receive all Deal of the Day e-mails from Best Buy.


Receive no Deal of the Day e-mails (unsubscribe).

✔

College Student Deals

Get deals exclusively available to college students.

[Learn more](#) | [Terms & Conditions](#)



Sign up for College Student Deals

Please enter your birthday and school.

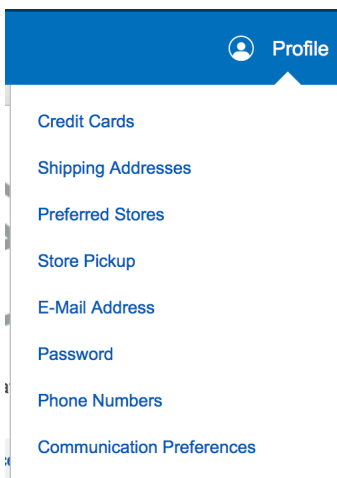
Birthday

Month

Day

School

Changing your e-mail subscription preference will only affect the subscription for the e-mail you changed (i.e., changes to General Marketing do not affect the other e-mails and vice versa) and you will continue to receive e-mails regarding your purchases, My Best Buy® account, and services.
It may take up to 10 business days for changes to take effect.



50. The Best Buy Site and Best Buy App collect information, including addresses associated with the user devices, and other personal information, as confirmed in the exemplary screenshot below:

WHAT WE COLLECT

Information you give us

We collect and store information you provide through our digital properties and in our stores.

The information we collect from you includes things like:

- Name
- Mailing address
- Email address
- Phone number
- Credit card number and other payment information
- Your My Best Buy ID if you have one

In certain situations, we may also collect things like:

- Driver's license number (for example, if you return a product or apply for credit)
- Part of your Social Security number (if you use our renewal notifications services)
- Your whole Social Security number (if you apply for credit)
- Location information (such as when you ask us to tell you about nearby stores)
- Demographic and lifestyle information (if you sign up for a registry or birthday list)
- IMEI/UDID (a numeric identifier for your mobile device)
- MAC Address (another kind of numeric identifier for your mobile device)
- IDFA (Apple's ID For Advertising, a randomly generated number which can be cleared like cookies)
- Your responses to surveys

51. Defendant has directly infringed and continues to infringe the '788 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services. Such targeted content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '788 Patent, including but not

limited to claim 1.

52. By making, using, offering for sale, or selling targeted content delivery products and/or services infringing the claims of the '788 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '788 Patent pursuant to 35 U.S.C. § 271(a).

53. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '788 Patent.

54. As a result of Defendant's infringement of the '788 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

55. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '788 Patent, Mantis will be greatly and irreparably harmed.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,792,518

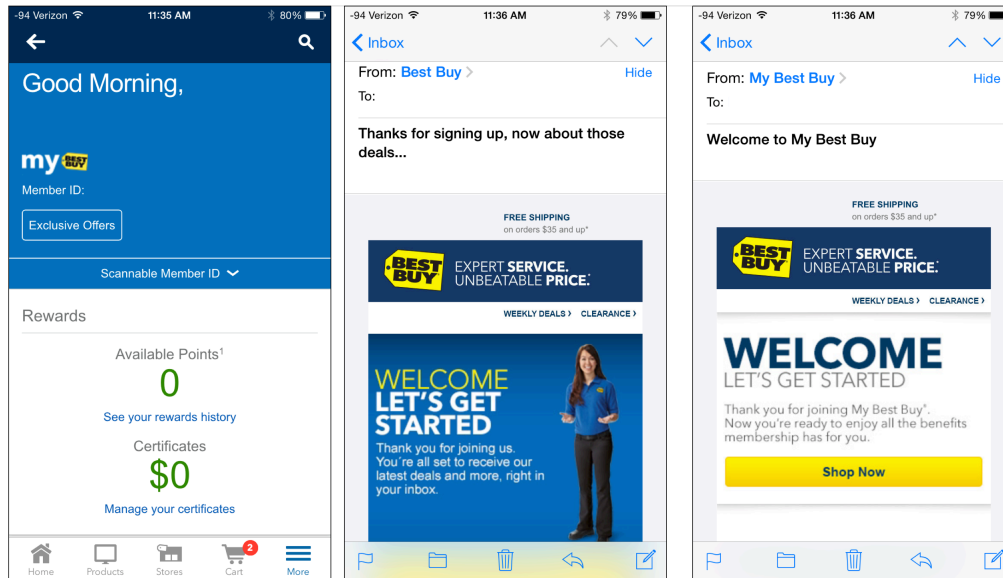
56. Mantis incorporates by reference paragraphs 1 through 55 of this Complaint.

57. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '518 Patent.

58. The Best Buy Site and Best Buy App comprise a trigger system that is configured to receive via a trigger device a unique identification identifier from a user of a mobile device, and transmit the unique identification identifier to an application server. The unique identification identifier is associated with the user and the mobile device, and is at least one of a number, data encoded on a magnetic strip of a card, a bar code, a Radio Frequency Identification tag including data, a client application including unique data, and a biometric identifier unique across a plurality

of users.

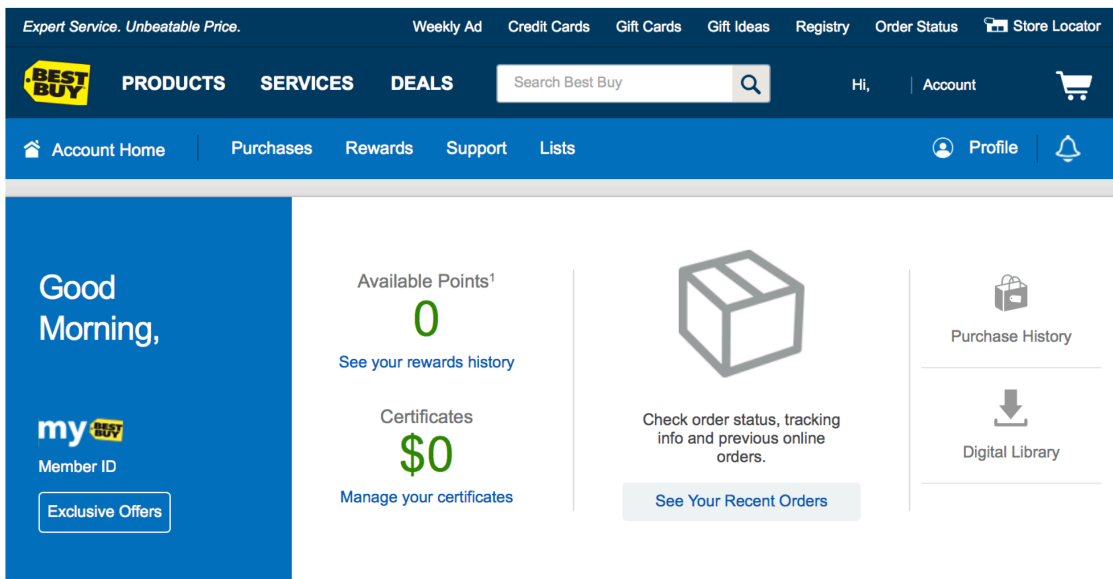
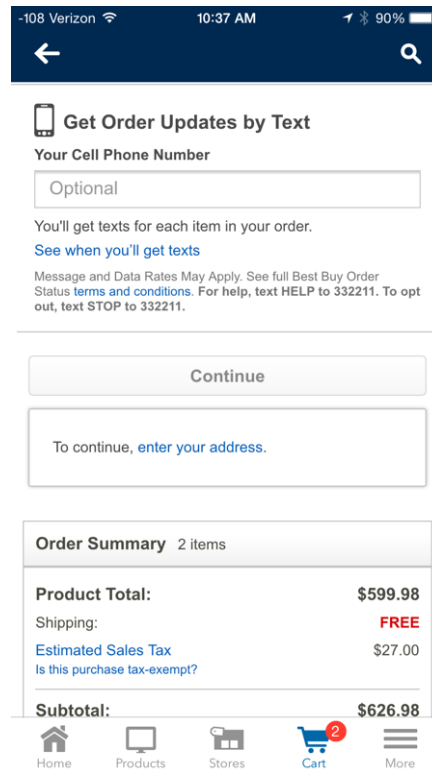
59. The Best Buy Site and Best Buy App use an offer application system coupled with an application server to generate an offer based in part on a mobile device identification number and provide the offer to the application server for indication in the message sent to the mobile device. The exemplary screen shots below depict such offers:



60. The Best Buy Site and Best Buy App use an offer entry system coupled with the offer application system to receive and validate the offer when the offer is redeemed by a user.

61. The application server used in conjunction with the Best Buy Site and Best Buy App is configured to retrieve a mobile device identification number and cause a message to be sent to the user through a mobile device. The mobile device identification number is associated with the unique identification identifier and identifies the mobile device.

62. The Best Buy Site and Best Buy App notify users regarding their order status and offers, as confirmed in the exemplary screen shots below:





63. The Best Buy Site and Best Buy App customize advertisements and content for the users, for example, based on information collected and tracked regarding users' use of the Best Buy Site and Best Buy App.


64. The Best Buy Site and Best Buy App collect updated email addresses, mobile numbers, and message preferences from users, as depicted in the exemplary screenshots below:

Communication Preferences

Manage your Best Buy e-mail subscriptions for [Change](#)

<input checked="" type="checkbox"/>	General Marketing Stay connected to Best Buy for the latest sales and events, exclusive offers, new products and more.	
	Subscription Options <input checked="" type="radio"/> Receive all General Marketing e-mails from Best Buy. <input type="radio"/> Receive no more than one General Marketing e-mail per week . <input type="radio"/> Receive no General Marketing e-mails (unsubscribe).	
<input type="checkbox"/>	Deal of the Day Sign up to get great deals delivered to your inbox every day. Learn more	
	Subscription Options <input type="radio"/> Receive all Deal of the Day e-mails from Best Buy. <input checked="" type="radio"/> Receive no Deal of the Day e-mails (unsubscribe).	
<input type="checkbox"/>	College Student Deals Get deals exclusively available to college students. Learn more Terms & Conditions	
	Sign up for College Student Deals Please enter your birthday and school. Birthday Month <input type="text"/> Day <input type="text"/> School <input type="text"/> <input type="button" value="Sign Up"/>	

Changing your e-mail subscription preference will only affect the subscription for the e-mail you changed (i.e., changes to General Marketing do not affect the other e-mails and vice versa) and you will continue to receive e-mails regarding your purchases, My Best Buy® account, and services.
It may take up to 10 business days for changes to take effect.

 Profile

- Credit Cards
- Shipping Addresses
- Preferred Stores
- Store Pickup
- E-Mail Address
- Password
- Phone Numbers
- Communication Preferences

65. The Best Buy Site and Best Buy App collects information, including address information associated with user devices, and other personal information, as confirmed in the exemplary screen shots below:

PRIVACY POLICY HIGHLIGHTS

We want you to read the whole policy. This highlights section provides a summary of Best Buy's privacy practices, and is not the whole policy. The highlights and full privacy policy apply to Best Buy retail stores, our Web site at www.bestbuy.com, our mobile app, and other locations where we may collect personal information.

What we collect

- We may collect personal information such as your contact, billing, and shipping information. We may also collect demographic information, such as your birthday.
- We collect information regarding your interactions with our Web sites and mobile apps.
- We may [obtain](#) additional personal and non-personal information from third party providers.

Uses of Information

- **Best Buy does not sell or rent your personal information to third parties.**
- We use [information about](#) you to fulfill your requests, administer various programs, provide services, and for other business purposes.
- Your personal information may be [shared with current or future Best Buy entities or subsidiaries](#).
- We may also use the information you provide to send you [marketing communications](#).
- In some circumstances, Best Buy may share your information with certain [third parties to perform services on our behalf](#).

Your Choices

You may choose to:

- [Stop receiving](#) e-mail, direct mail and telephone marketing communications.
- [Update and correct](#) your personal information.

Important Information

- Best Buy does not knowingly collect information online from [children under 13](#).
- The Best Buy Companies value our relationship with our customers and we are committed to responsible information-handling practices. Please read our entire [Privacy Policy](#).

How To Contact Us

Phone:
1-888-BEST BUY (1-888-237-8289)

Email:
PrivacyManager@bestbuy.com

Regular mail:
Best Buy Corporate Campus
Attn: Customer Care/Privacy
7601 Penn Avenue South
Richfield, MN 55423-3645

WHAT WE COLLECT

Information you give us

We collect and store information you provide through our digital properties and in our stores.

The information we collect from you includes things like:

- Name
- Mailing address
- Email address
- Phone number
- Credit card number and other payment information
- Your My Best Buy ID if you have one

In certain situations, we may also collect things like:

- Driver's license number (for example, if you return a product or apply for credit)
- Part of your Social Security number (if you use our renewal notifications services)
- Your whole Social Security number (if you apply for credit)
- Location information (such as when you ask us to tell you about nearby stores)
- Demographic and lifestyle information (if you sign up for a registry or birthday list)
- IMEI/UDID (a numeric identifier for your mobile device)
- MAC Address (another kind of numeric identifier for your mobile device)
- IDFA (Apple's ID For Advertising, a randomly generated number which can be cleared like cookies)
- Your responses to surveys

66. Defendant has directly infringed and continues to infringe the '518 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services. Such targeted content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '518 Patent, including but not limited to claim 1.

67. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '518 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '518 Patent pursuant to 35 U.S.C. § 271(a).

68. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '518 Patent.

69. As a result of Defendant's infringement of the '518 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

70. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '518 Patent, Mantis will be greatly and irreparably harmed.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 8,131,262

71. Mantis references and incorporates by reference paragraphs 1 through 70 of this Complaint.

72. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '262 Patent.

73. The Best Buy Site and Best Buy App enable targeted content delivery to a mobile device. The mobile devices have a device address and at least one associated unique identifier.

74. The Best Buy Site and Best Buy App comprise a message application server. The message application server communicates and processes messages to and from users. Defendant's documentation, for instance, discloses that it collects and stores information provided through its digital properties. Best Buy also acknowledges that users log on to Best Buy's servers, as confirmed in the exemplary screen shots below:

Disclaimers and Limitation of Liability

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY BEST BUY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREUNDER, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OR OUR **SERVERS** OR ELECTRONIC COMMUNICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. We have no responsibility for any activities that occur under your account and password. You may only use the Site for lawful purposes. Activities including, but not limited to, tampering with the site, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the site are prohibited.

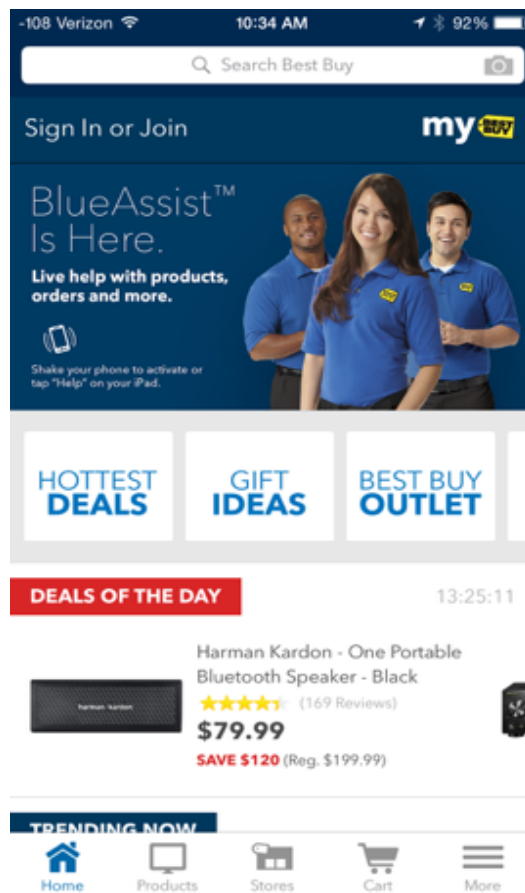
You may not violate or attempt to violate the security of the Site, including by, without limitation, (a) accessing data not intended for you or logging onto a **server** or an account which you are not authorized to access; (b) using the Site for unintended purposes or trying to change the behavior of the Site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (g) forging communications on behalf of the Site (impersonating the Site) or to the Site (impersonating as a legitimate user). You may not send unsolicited or unauthorized e-mail on behalf of Best Buy, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Conditions of Use. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents we provide and generally publicly available browsers.

75. The Best Buy Site and Best Buy App use a trigger system server that has a trigger

client component configured to generate a trigger signal, where the trigger signal includes at least a trigger action, user content request data, and at least one unique identifier.

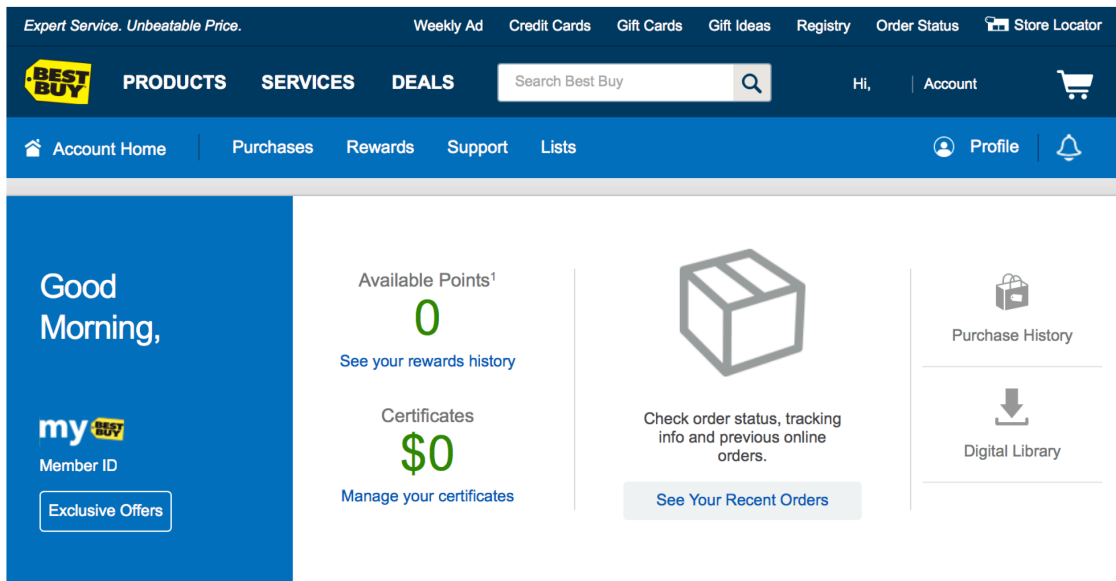
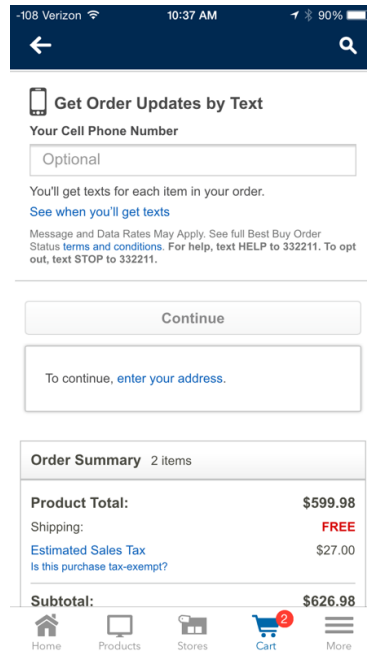
76. The Best Buy Site and Best Buy App use a trigger system that also has a trigger server component, such as a web server, that communicates with the trigger client component, such as a user's web browser, and is configured to receive the trigger signal and send it to a message application server.

77. The Best Buy Site and Best Buy App use a message application server configured to receive a trigger signal, derive a mobile device address from at least one unique identifier, generate content based on a user request data, and send the generated content to the device address of a mobile device. The generated content includes one or more graphical images representing a promotional offer, such as depicted in the exemplary screen shot below:



78. The trigger system server used in the Best Buy Site and Best Buy App communicates with the message application server.

79. The Best Buy Site and Best Buy App notifies users regarding their order status and the offers, as confirmed by the screen shots below:



80. The Best Buy Site and Best Buy App customize advertisements and content for the users, for example, based on information collected and tracked regarding users' use of the Best Buy Site and Best Buy App.

81. Through use of the Best Buy Site and Best Buy App, users may update email addresses, mobile numbers, and message preferences.

82. The Best Buy Site and Best Buy App collect information, including the users' IP address, and other personal information.

83. Defendant has directly infringed and continues to infringe the '262 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services. Such target content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '262 Patent, including but not limited to claim 1.

84. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '262 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '262 Patent pursuant to 35 U.S.C. § 271(a).

85. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '262 Patent.

86. As a result of Defendant's infringement of the '262 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

87. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '262 Patent, Mantis will be greatly and irreparably harmed.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 8,437,784

88. Mantis references and incorporates by reference paragraphs 1 through 87 of this Complaint.

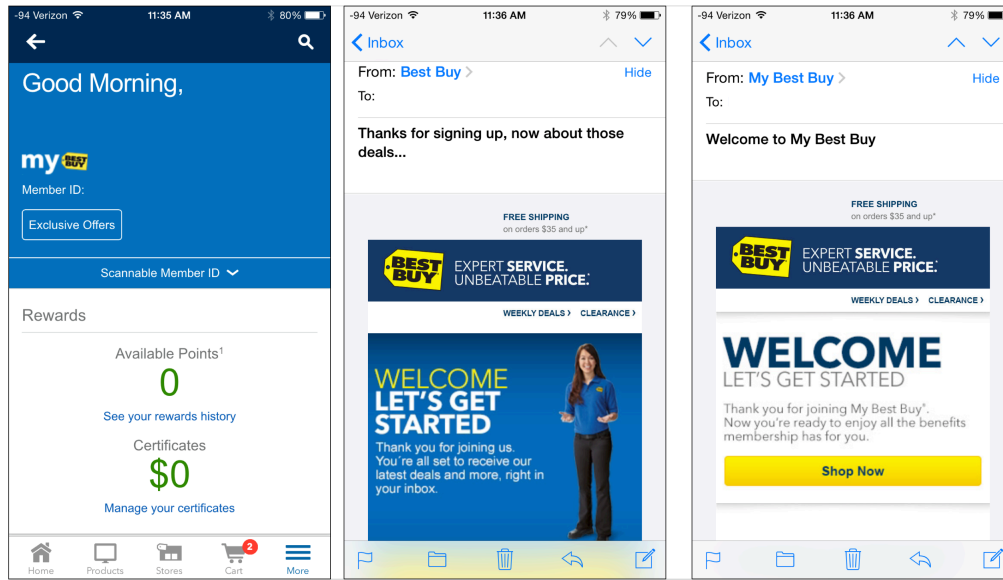
89. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '784 patent.

90. The Best Buy Site and Best Buy App enable targeted content delivery to a mobile device. A mobile device has a device address and at least one associated unique identifier.

91. The Best Buy Site and Best Buy App use a trigger system server that has a trigger client component configured to generate a trigger signal, where the trigger signal includes at least a trigger action, user content request data, and at least one unique identifier.

92. The Best Buy Site and Best Buy App use a trigger system server that also has a trigger server component that communicates with the trigger client component and is configured to receive the trigger signal and send it to a message application server.

93. The Best Buy Site and Best Buy App use a message application server configured to receive a trigger signal, derive a mobile device address from at least one unique identifier, generate content based on a user request data, and send the generated content to the device address of a mobile device. The generated content includes redemption information related to an offer, as depicted in the exemplary screen shots below:



94. The trigger system server used in the Best Buy Site, Best Buy App, and Best Buy's systems for sending marketing-related emails and text messages communicate with the message application server used in the Best Buy Site, Best Buy App, and Best Buy's systems for sending marketing-related emails and text messages.

95. The message application server notifies users regarding their order status and the offers.

96. The Best Buy Site and Best Buy App customize advertisements and content for the users, for example, based on information collected and tracked regarding users' use of Best Buy Site or Best Buy App.

97. The Best Buy Site and Best Buy App collect updated email addresses for mobile devices, mobile device numbers or identifiers, and message preferences.

98. The Best Buy Site and Best Buy App collect information, including the users device address information and other personal information.

99. Defendant has directly infringed and continues to infringe the '784 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services. Such target content delivery products

or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '784 Patent, including but not limited to claim 1.

100. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '784 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '784 Patent pursuant to 35 U.S.C. § 271(a).

101. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '784 Patent.

102. As a result of Defendant's infringement of the '784 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

103. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '784 Patent, Mantis will be greatly and irreparably harmed.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 8,761,732

104. Mantis references and incorporates by reference paragraphs 1 through 103 of this Complaint.

105. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '732 Patent.

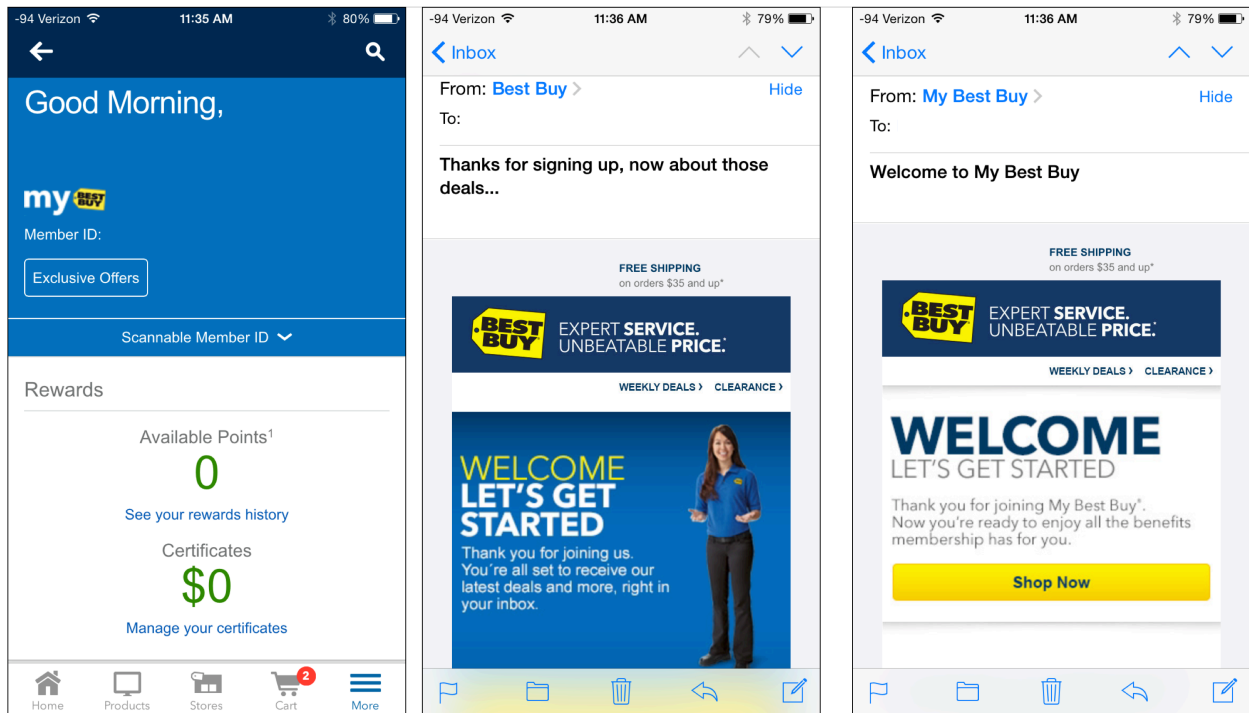
106. The Best Buy Site and Best Buy App enable targeted content delivery to a mobile device. Each mobile device has a device address and at least one associated unique identifier.

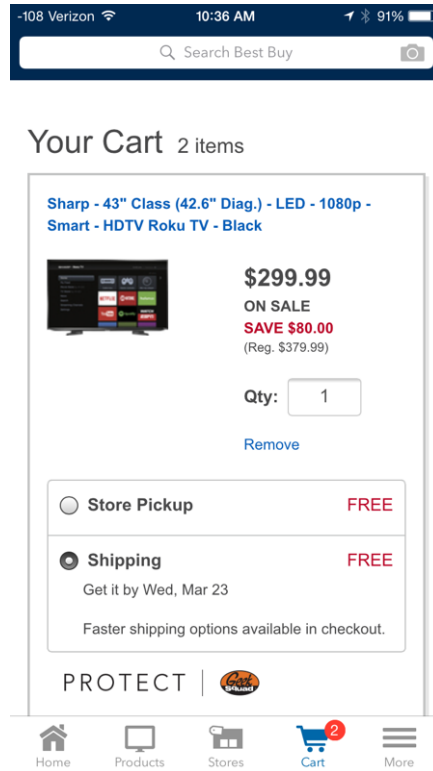
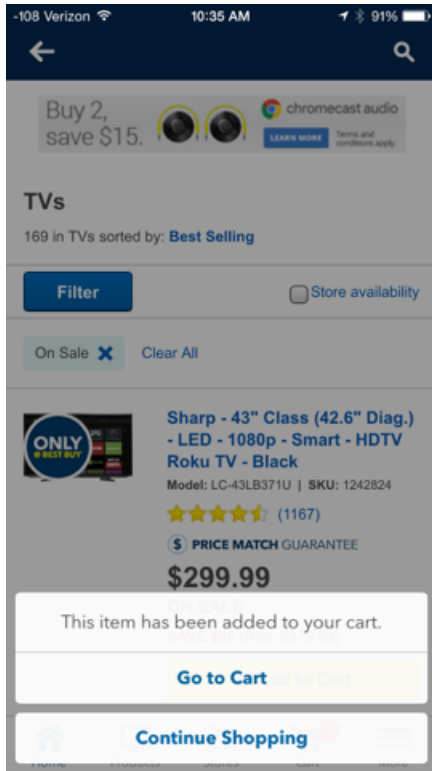
107. The Best Buy Site and Best Buy App use a trigger system server that has a trigger

client component configured to generate a trigger signal, where the trigger signal includes at least a trigger action, user content request data, and at least one unique identifier.

108. The Best Buy Site and Best Buy App use a trigger system server that also has a trigger server component that communicates with the trigger client component and is configured to receive the trigger signal and send it to a message application server.

109. The Best Buy Site and Best Buy App use a message application server configured to receive a trigger signal, derive a mobile device address from at least one unique identifier, generate content based on a user request data, and send the generated content to the device address of a mobile device. The generated content includes customer relationship management information or a graphical image, as depicted in the exemplary screen shots below:





110. The trigger system server used in the Best Buy Site and Best Buy App communicates with the message application server used in the Best Buy Site and Best Buy App.

111. The Best Buy Site and Best Buy App notify users regarding their order status and the latest deals.

112. The Best Buy Site and Best Buy App customize advertisements and content for the users, for example, based on information collected and tracked regarding users' use of the Best Buy Site and Best Buy App.

113. The Best Buy Site and Best Buy App provide users a way to update email addresses, mobile numbers, and message preferences, as depicted in the exemplary screen shots below:

Communication Preferences

Manage your Best Buy e-mail subscriptions for

[Change](#)

✔

General Marketing

Stay connected to Best Buy for the latest sales and events, exclusive offers, new products and more.

Subscription Options

Receive all General Marketing e-mails from Best Buy.

Receive no more than **one** General Marketing e-mail **per week**.


Receive **no** General Marketing e-mails (**unsubscribe**).

✔

Deal of the Day

Sign up to get great deals delivered to your inbox every day.

[Learn more](#)



Subscription Options

Receive all Deal of the Day e-mails from Best Buy.


Receive **no** Deal of the Day e-mails (**unsubscribe**).

✔

College Student Deals

Get deals exclusively available to college students.

[Learn more](#) | [Terms & Conditions](#)



Sign up for College Student Deals

Please enter your birthday and school.

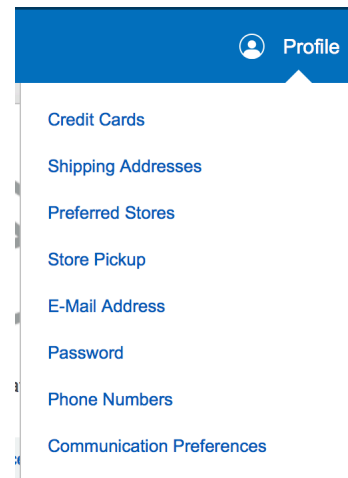
Birthday

Month ▼

Day ▼

School

Changing your e-mail subscription preference will only affect the subscription for the e-mail you changed (i.e., changes to General Marketing do not affect the other e-mails and vice versa) and you will continue to receive e-mails regarding your purchases, My Best Buy® account, and services. It may take up to 10 business days for changes to take effect.



114. The Best Buy Site and Best Buy App collect information, including the users’ IP address, and other personal information.

115. Defendant has directly infringed and continues to infringe the ’732 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services. Such targeted content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the ’732 Patent, including but not limited to claim 1.

116. By making, using, offering for sale, or selling targeted content delivery products or

services infringing the claims of the '732 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '732 Patent pursuant to 35 U.S.C. § 271(a).

117. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '732 Patent.

118. As a result of Defendant's infringement of the '732 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

119. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '732 Patent, Mantis will be greatly and irreparably harmed.

COUNT VI

INFRINGEMENT OF U.S. PATENT NO. 8,938,215

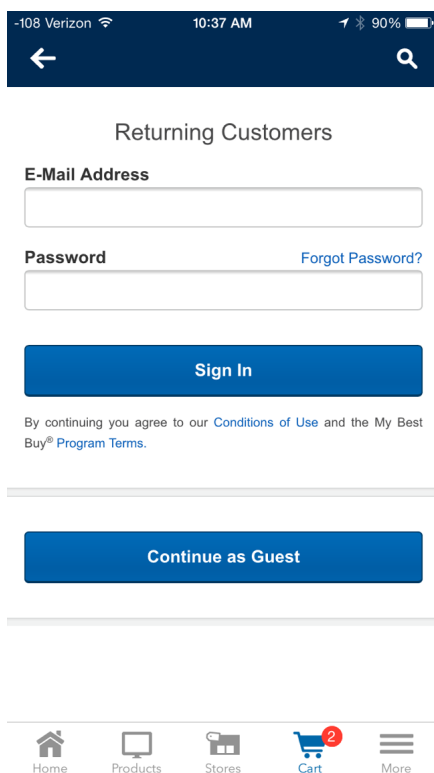
120. Mantis references and incorporates by reference paragraphs 1 through 119 of this Complaint.

121. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '215 Patent.

122. The Best Buy Site and Best Buy App use a trigger system server that has a trigger client component configured to generate a trigger signal, where the trigger signal includes at least a trigger action, user content request data, and at least one unique identifier.

123. The Best Buy Site and Best Buy App use a trigger system server that also has a trigger server component that communicates with the trigger client component and is configured to receive the trigger signal and send it to a message application server.

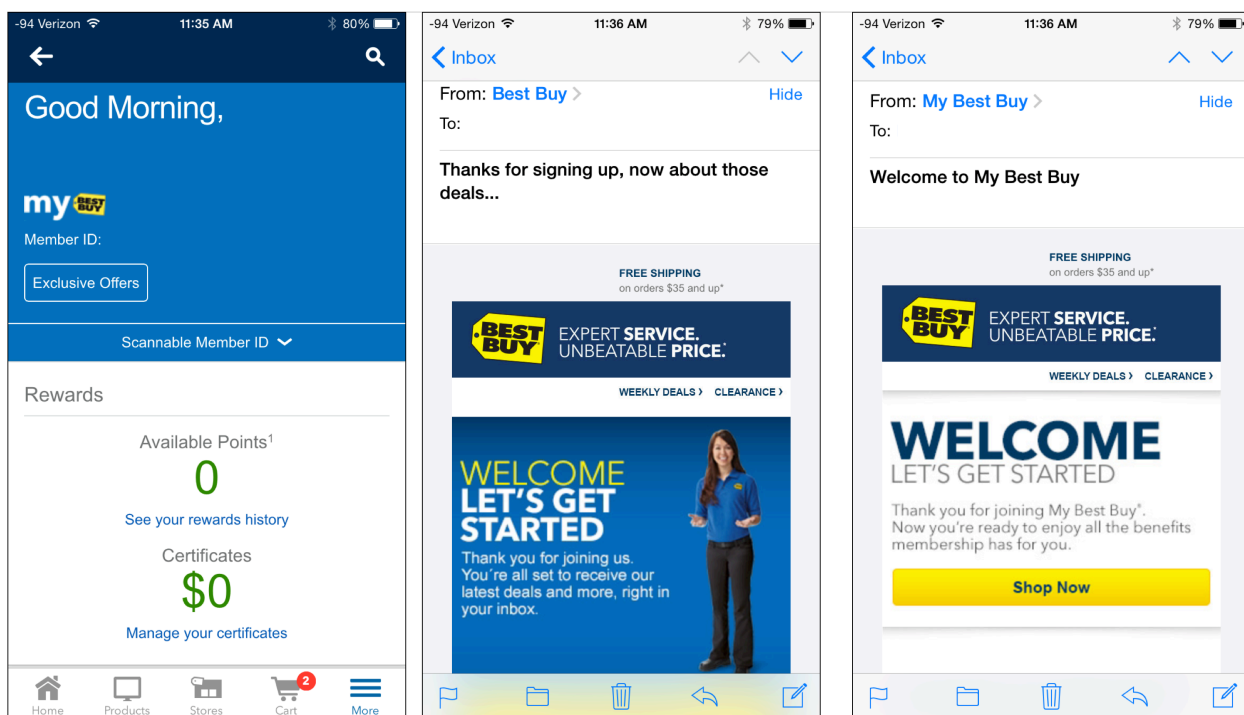
124. The Best Buy Site and Best Buy App use a message application server configured to receive a trigger signal, derive a mobile device address from at least one unique identifier, generate content based on a user request data, and send the generated content to the device address of a mobile device. The generated content includes verification data, such as depicted in the exemplary screen shot below:



125. The trigger system server used in the Best Buy Site and Best Buy App communicates with the message application server used in the Best Buy Site, Best Buy App, and Best Buy's systems for sending marketing-related emails and text messages.

126. The Best Buy Site and Best Buy App notify users regarding their order status and the latest deals.

127. The Best Buy Site and Best Buy App customize advertisements and content for the users, for example, based on information collected and tracked regarding users' use of the Best Buy Site and Best Buy App, as confirmed by the exemplary screen shots below:



128. The Best Buy Site and Best Buy App users may update email addresses, mobile numbers, and message preferences.

129. The Best Buy Site and Best Buy App collects information, including the users' IP address, and other personal information.

130. Defendant has directly infringed and continues to infringe the '215 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services. Such targeted content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '215 Patent, including but not limited to claim 1.

131. By making, using, offering for sale, or selling targeted content delivery products or services infringing the claims of the '215 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '215 Patent pursuant to 35 U.S.C. § 271(a).

132. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '215 Patent.

133. As a result of Defendant's infringement of the '215 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

134. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '215 Patent, Mantis will be greatly and irreparably harmed.

COUNT VII

INFRINGEMENT OF U.S. PATENT NO. 9,092,803

135. Mantis references and incorporates by reference paragraphs 1 through 133 of this Complaint.

136. Defendant makes, uses, sells, or offers for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendant's targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '803 Patent.

137. The Best Buy Site and Best Buy App enable targeted content delivery to a mobile device. The mobile devices have a device address and at least one associated unique identifier.

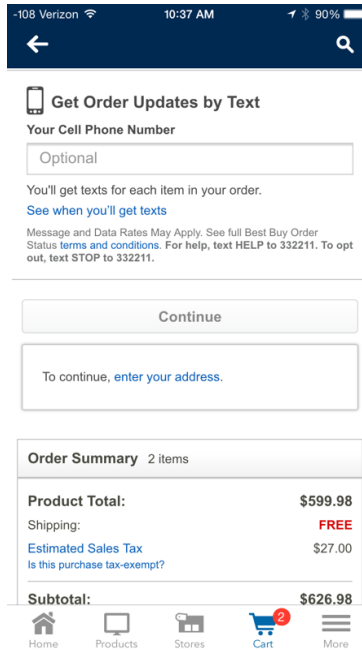
138. The Best Buy Site and Best Buy App use a trigger system that has a trigger client component, such as a user's web browser, configured to generate a trigger signal, where the trigger signal includes at least a trigger action, user content request data, and at least one unique identifier.

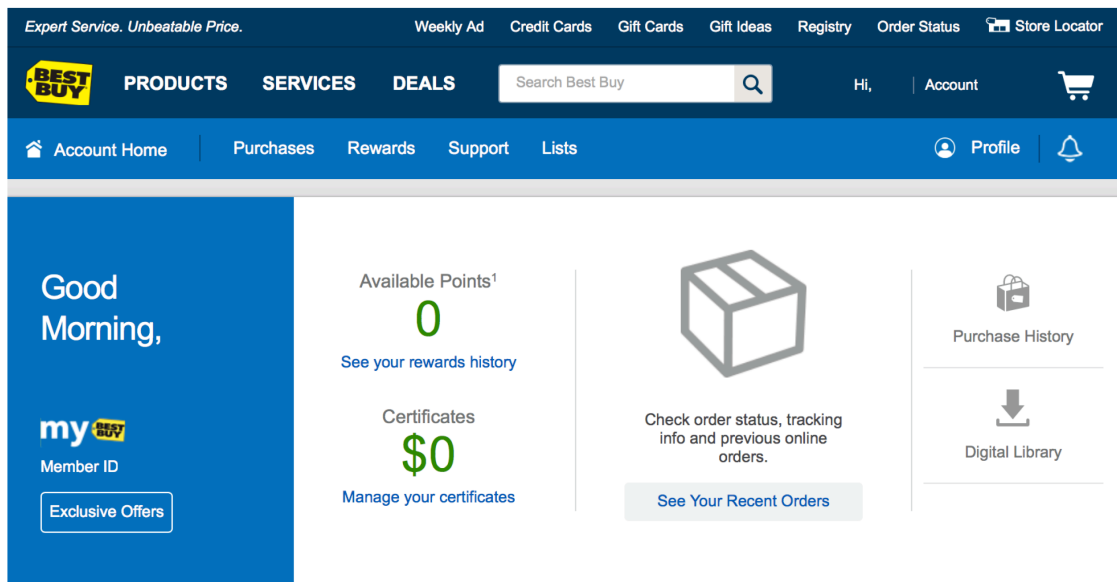
139. The Best Buy Site and Best Buy App use a trigger system server that also has a trigger server component that communicates with the trigger client component and is configured to receive the trigger signal and send it to a message application server. The trigger server component may comprise a web server.

140. The Best Buy Site and Best Buy App use a message application server configured to receive a trigger signal, derive a mobile device address from at least one unique identifier, generate content based on a user request data, and send the generated content to the device address of a mobile device.

141. The trigger system server used in the Best Buy Site and Best Buy App communicates with the message application server used in the Best Buy Site, Best Buy App, and Best Buy's systems for sending marketing-related emails and text messages.

142. The Best Buy Site and Best Buy App notifies users regarding their order status and offers, as confirmed in the exemplary screen shots below:





143. The Best Buy Site and Best Buy App customizes advertisements and content for the users, for example, based on information collected and tracked regarding users' use of Best Buy Site and Best Buy App, as confirmed by the exemplary screen shot below:

HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect for things like:

- Identifying you on our websites and our mobile app in order to customize your experience (for example, based on your purchase history or your location)
- Fulfilling orders and requests for products, services, or information
- Processing refunds, returns, and exchanges
- Tracking and confirming online orders
- Delivering and installing products
- Managing our My Best Buy™ program
- Marketing and advertising products and services
- Conducting research and analysis
- Processing Best Buy credit card applications

144. The Best Buy Site and Best Buy App collect updated email addresses, mobile numbers, and message preferences from users.

145. The Best Buy Site and Best Buy App collect information, including users' device address information, and other personal information.

146. Defendant has directly infringed and continues to infringe the '803 Patent in this

District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services. Such targeted content delivery products or services include, by way of example and without limitation, use of the Best Buy Site and Best Buy App, which are covered by one or more claims of the '803 Patent, including but not limited to claim 1.

147. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '803 Patent, Defendant has injured Mantis and is liable to Mantis for direct infringement of the claims of the '803 Patent pursuant to 35 U.S.C. § 271(a).

148. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '803 Patent.

149. As a result of Defendant's infringement of the '803 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

150. Unless a permanent injunction is issued enjoining Defendant and its agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '803 Patent, Mantis will be greatly and irreparably harmed.

PRAYER FOR RELIEF

Plaintiff respectfully requests the following relief from this Court:

A. That Defendant has directly infringed the '788, '518, '262, '784, '732, '215, and '803 patents;

B. That Defendant and any of its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for any of them or on any of their behalf, or acting in concert with any of them directly or indirectly, be enjoined from infringing the '788, '518, '262, '784, '732, '215, and '803 patents;

C. A permanent injunction enjoining Defendant and its officers, directors, agents,

servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with Defendant, from infringing the '788, '518, '262, '784, '732, '215, and '803 patents;

D. That Defendant be ordered to pay damages to Mantis, together with costs, expenses, pre-judgment interest and post-judgment interest as allowed by law;

E. That Defendant be ordered to provide an accounting;

F. That Defendant be ordered to pay supplemental damages to Mantis, including without limitation interest;

G. That Defendant's infringement be adjudged willful;

H. That the damages for Defendant be increased under 35 U.S.C. § 284 to three times the amount found or assessed;

I. That the Court enter judgment against Defendant, and in favor of Mantis in all respects;

J. That the Court determine this is an exceptional case under 35 U.S.C. § 285 and an award of attorneys' fees and costs to Mantis is warranted in this action; and

K. For any such other and further relief as the Court deems just and equitable.

JURY TRIAL DEMANDED

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Mantis requests a trial by jury of any issues so triable by right.

Dated: June 17, 2016

Respectfully submitted,

/s/Benjamin T. Wang

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