

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

UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	
	§	Civil Action No. 2:16-cv-725
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
BEETALK PRIVATE LTD.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
	§	

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, BeeTalk Private Ltd. (“BeeTalk”), allege as follows:

**THE PARTIES**

1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.
2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4<sup>th</sup> Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).
3. Uniloc Luxembourg owns a number of patents in the field of text/voice instant messaging.
4. Upon information and belief, BeeTalk is a private limited Singapore company having a principal place of business at 1 Fusionopolis Place #17-10, Galaxis, Singapore 138522.

BeeTalk may be served with process in accordance with the provisions of The Hague Service Convention.

**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, BeeTalk 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. BeeTalk 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.

**COUNT I**

(INFRINGEMENT OF U.S. PATENT NO. 8,724,622)

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

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,724,622 ("the '622 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on May 13, 2014. A true and correct copy of the '622 Patent is attached as Exhibit A hereto.

10. Uniloc USA is the exclusive licensee of the '622 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, the following identifies the BeeTalk app:



12. Upon information and belief, the following describes, at least in part, the BeeTalk app:

**Description**

Join interesting communities through Club and Forum.

**Forum**

Forum is a great place for you to share and discuss on a variety of interesting and hot topics. Learn new things, interact with cool people.

**Club**

Club allows you to be in a group filled with people with your same interests. You can join clubs or create your own club.

**Look Around**

Get to know all the awesome people around you and befriend with them.

**Radar**

Radar is an advanced search feature that allows you to find even more friends.

**Whisper**

Whisper is a unique messaging option that makes your sent messages magically disappeared after being read by recipient.

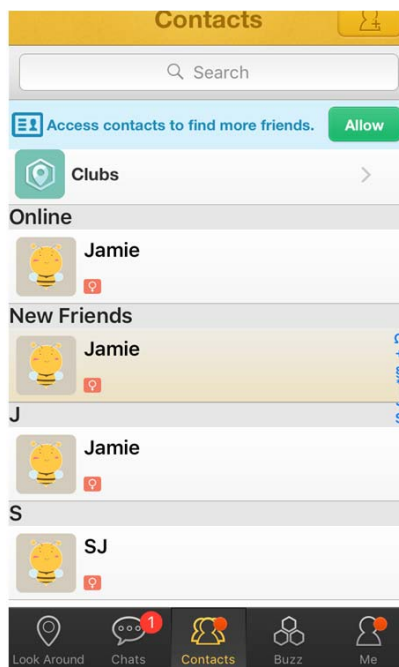
**Free Calls and Messages**

Unlimited talk time, texts and voice messages

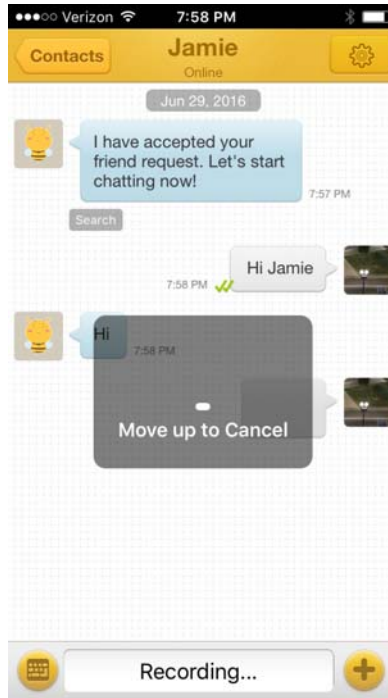
13. Upon information and belief, the following describes, at least in part, the BeeTalk app:



14. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



15. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



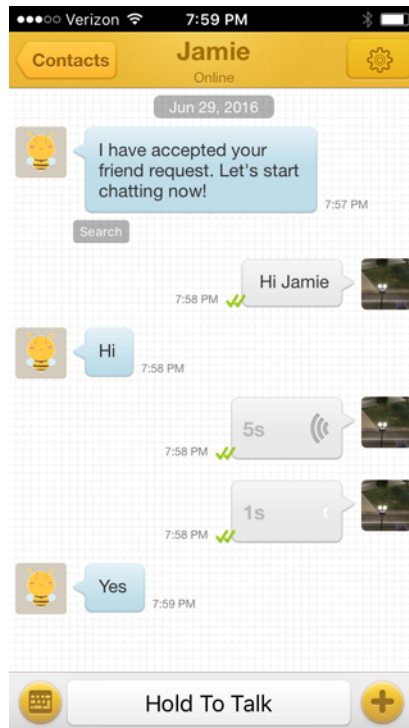
16. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



17. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



18. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



19. Upon information and belief, the following describes, at least in part, how the BeeTalk app works:



20. BeeTalk has directly infringed, and continues to directly infringe one or more claims of the '622 Patent in this judicial district and elsewhere in Texas, including at least claims 3, 4, 6-8, 10-19, 21-23 and 38-39 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the BeeTalk application for/on mobile and/or desktop devices during the pendency of the '622 Patent which software and associated BeeTalk servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones and/or other devices capable of instant voice messaging; wherein digitized audio files are transmitted between a plurality of recipients on a packet switched network and a list of one or more currently potential recipients is displayed on the device.

21. In addition, should the BeeTalk app system be found to not literally infringe the asserted claims of the '622 Patent, the BeeTalk app system would nevertheless infringe the asserted claims of the '622 Patent. More specifically, the accused BeeTalk app system performs

substantially the same function (instant voice messaging), in substantially the same way (via a digitized audio files in a client/server environment), to yield substantially the same result (delivering voice messages to available intended recipients). BeeTalk would thus be liable for direct infringement under the doctrine of equivalents.

22. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 3-4, 6-8, 10-19, 21-23 and 38-39 of the '622 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the BeeTalk application. BeeTalk's customers who purchase the BeeTalk application and operate such application in accordance with BeeTalk's instructions directly infringe one or more of the forgoing claims of the '622 Patent in violation of 35 U.S.C. § 271. BeeTalk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

<http://beetalkmobile.com>

<http://beetalk.en.uptown.com>

<https://itunes.apple.com/us/app>

<https://play.google.com/store/apps>

BeeTalk is thereby liable for infringement of the '622 Patent under 35 U.S.C. § 271(b).

23. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 3-4, 6-8, 10-19, 21-23 and 38-39 of the '622 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the BeeTalk application, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process,



constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '622 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

24. For example, the BeeTalk application is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the BeeTalk application is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. BeeTalk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

25. BeeTalk will have been on notice of the '622 Patent since, at the latest, the service of this complaint upon BeeTalk. By the time of trial, BeeTalk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 3-4, 6-8, 10-19, 21-23 and 38-39 of the '622 Patent.

26. BeeTalk may have infringed the '622 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the BeeTalk application. Uniloc reserves the right to discover and pursue all such additional infringing software/devices.

27. Uniloc has been damaged, reparably and irreparably, by BeeTalk's infringement of the '622 Patent and such damage will continue unless and until BeeTalk is enjoined.

**COUNT II**  
(INFRINGEMENT OF U.S. PATENT NO. 8,995,433)

28. Uniloc incorporates paragraphs 1-27 above by reference.

29. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,995,433 ("the '433 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on March 31, 2015. A true and correct copy of the '433 Patent is attached as Exhibit B hereto.

30. Uniloc USA is the exclusive licensee of the '433 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. BeeTalk has directly infringed, and continues to directly infringe one or more claims of the '433 Patent in this judicial district and elsewhere in Texas, including at least claims 1-5, 7-12, 14-17 and 25-27 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the BeeTalk application for/on mobile and/or desktop devices during the pendency of the '433 Patent which software and associated BeeTalk servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones and/or other devices capable of instant voice messaging; wherein a list of one or more potential recipients is displayed on the device, the instant messages are temporarily stored using a unique identifier, and a file manager stores, retrieves and/or deletes the messages in response to the users request.

32. In addition, should the BeeTalk app system be found to not literally infringe the asserted claims of the '433 Patent, the BeeTalk app system would nevertheless infringe the asserted claims of the '433 Patent. More specifically, the accused app BeeTalk system performs substantially the same function (instant voice messaging), in substantially the same way (identifying potentially available recipients, storing messages using unique identifiers and a file manager for storing, retrieving and/or deleting the messages), to yield substantially the same result (delivering voice messages to available intended recipients and wherein the messages may be stored, retrieved and/or deleted). BeeTalk would thus be liable for direct infringement under the doctrine of equivalents.

33. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-5, 7-12, 14-17 and 25-27 of the '433 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the BeeTalk application. BeeTalk's customers who purchase the BeeTalk application and operate such application in accordance with BeeTalk's instructions directly infringe one or more of the forgoing claims of the '433 Patent in violation of 35 U.S.C. § 271. BeeTalk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

<http://beetalkmobile.com>

<http://beetalk.en.uptown.com>

<https://itunes.apple.com/us/app>

<https://play.google.com/store/apps>

BeeTalk is thereby liable for infringement of the '433 Patent under 35 U.S.C. § 271(b).

34. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-5, 7-12, 14-17 and 25-27 of the '433 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the BeeTalk application, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '433 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

35. For example, the BeeTalk application is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the BeeTalk application is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. BeeTalk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

36. BeeTalk will have been on notice of the '433 Patent since, at the latest, the service of this complaint upon BeeTalk. By the time of trial, BeeTalk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-5, 7-12, 14-17 and 25-27 of the '433 Patent.

37. BeeTalk may have infringed the '433 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the BeeTalk application. Uniloc reserves the right to discover and pursue all such additional infringing software/devices.

38. Uniloc has been damaged, reparably and irreparably, by BeeTalk's infringement of the '433 Patent and such damage will continue unless and until BeeTalk is enjoined.

**COUNT III**  
(INFRINGEMENT OF U.S. PATENT NO. 7,535,890)

39. Uniloc incorporates paragraphs 1-38 above by reference.

40. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,535,890 ("the '890 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on May 19, 2009. A true and correct copy of the '890 Patent is attached as Exhibit C hereto.

41. Uniloc USA is the exclusive licensee of the '890 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.

42. BeeTalk has directly infringed, and continues to directly infringe one or more claims of the '890 Patent in this judicial district and elsewhere in Texas, including at least claims 1-6, 9, 14-15, 17-20, 23, 28-29, 31-34, 37, 40-43, 46, 51-54, 57, 62-65 and 68-69 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the BeeTalk application for/on mobile and desktop devices during the pendency of the '890 Patent which software and associated BeeTalk servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones and/or other devices capable of instant voice messaging; wherein the instant messages are temporarily stored if an intended message recipient is unavailable and thereafter delivered once the intend recipient becomes available.

43. In addition, should the BeeTalk app system be found to not literally infringe the asserted claims of the '890 Patent, the BeeTalk app system would nevertheless infringe the asserted claims of the '890 Patent. More specifically, the accused BeeTalk app system performs substantially the same function (instant voice messaging), in substantially the same way (via a client/server environment), to yield substantially the same result (delivering voice messages to available intended recipients). BeeTalk would thus be liable for direct infringement under the doctrine of equivalents.

44. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-6, 9, 14-15, 17-20, 23, 28-29, 31-34, 37, 40-43, 46, 51-54, 57, 62-65 and 68-69 of the '890 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the BeeTalk application. BeeTalk's customers who purchase the BeeTalk application and operate such application in accordance with BeeTalk's instructions directly infringe one or more of the forgoing claims of

the '890 Patent in violation of 35 U.S.C. § 271. BeeTalk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

<http://beetalkmobile.com>

<http://beetalk.en.uptown.com>

<https://itunes.apple.com/us/app>

<https://play.google.com/store/apps>

BeeTalk is thereby liable for infringement of the '890 Patent under 35 U.S.C. § 271(b).

45. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-6, 9, 14-15, 17-20, 23, 28-29, 31-34, 37, 40-43, 46, 51-54, 57, 62-65 and 68-69 of the '890 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the BeeTalk application, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '890 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

46. For example, the BeeTalk application is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the BeeTalk application is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. BeeTalk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

47. BeeTalk will have been on notice of the '890 Patent since, at the latest, the service of this complaint upon BeeTalk. By the time of trial, BeeTalk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-6, 9, 14-15, 17-20, 23, 28-29, 31-34, 37, 40-43, 46, 51-54, 57, 62-65 and 68-69 of the '890 Patent.

48. BeeTalk may have infringed the '890 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the BeeTalk application. Uniloc reserves the right to discover and pursue all such additional infringing software/devices.

49. Uniloc has been damaged, reparably and irreparably, by BeeTalk's infringement of the '890 Patent and such damage will continue unless and until BeeTalk is enjoined.

**COUNT IV**  
(INFRINGEMENT OF U.S. PATENT NO. 8,199,747)

50. Uniloc incorporates paragraphs 1-49 above by reference.

51. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,199,747 ("the '747 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on June 12, 2012. A true and correct copy of the '747 Patent is attached as Exhibit D hereto.

52. Uniloc USA is the exclusive licensee of the '747 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.

53. BeeTalk has directly infringed, and continues to directly infringe one or more claims of the '747 Patent in this judicial district and elsewhere in Texas, including at least claims 1-3 and 12-14 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the BeeTalk application for/on mobile and/or desktop

devices during the pendency of the '747 Patent which software and associated BeeTalk servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones and/or other devices capable of instant voice messaging; wherein the instant message audio file is generated and one or more files attached thereto and transmitting the files to available recipients and temporarily storing the message if an intended recipient is unavailable and thereafter delivered once the intend recipient becomes available.

54. In addition, should the BeeTalk app system be found to not literally infringe the asserted claims of the '747 Patent, the BeeTalk app system would nevertheless infringe the asserted claims of the '747 Patent. More specifically, the accused BeeTalk app system performs substantially the same function (instant voice messaging), in substantially the same way (recording and transmitting a message to be audibly played by one or more recipients and temporarily storing messages for a recipient who is unavailable), to yield substantially the same result (delivering voice messages with attached file(s) to available intended recipients). BeeTalk would thus be liable for direct infringement under the doctrine of equivalents.

55. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-3 and 12-14 of the '747 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the BeeTalk application. BeeTalk's customers who purchase the BeeTalk application and operate such application in accordance with BeeTalk's instructions directly infringe one or more of the forgoing claims of the '747 Patent in violation of 35 U.S.C. § 271. BeeTalk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

<http://beetalkmobile.com>



<http://beetalk.en.uptown.com>

<https://itunes.apple.com/us/app>

<https://play.google.com/store/apps>

BeeTalk is thereby liable for infringement of the '747 Patent under 35 U.S.C. § 271(b).

56. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-3 and 12-14 of the '747 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the BeeTalk application, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '747 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

57. For example, the BeeTalk application is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the BeeTalk application is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. BeeTalk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

58. BeeTalk will have been on notice of the '747 Patent since, at the latest, the service of this complaint upon BeeTalk. By the time of trial, BeeTalk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-3 and 12-14 of the '747 Patent.

59. BeeTalk may have infringed the '747 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the BeeTalk application. Uniloc reserves the right to discover and pursue all such additional infringing software/devices.

60. Uniloc has been damaged, reparably and irreparably, by BeeTalk's infringement of the '747 Patent and such damage will continue unless and until BeeTalk is enjoined.

**COUNT V**  
(INFRINGEMENT OF U.S. PATENT NO. 8,243,723)

61. Uniloc incorporates paragraphs 1-60 above by reference.

62. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,243,723 ("the '723 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on August 14, 2012. A true and correct copy of the '723 Patent is attached as Exhibit E hereto.

63. Uniloc USA is the exclusive licensee of the '723 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.

64. BeeTalk has directly infringed, and continues to directly infringe one or more claims of the '723 Patent in this judicial district and elsewhere in Texas, including at least claims 1-3 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the BeeTalk application for/on mobile and/or desktop devices during the pendency of the '723 Patent which software and associated BeeTalk servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones and/or other devices capable of instant voice messaging; wherein the availability of the recipients' nodes is monitored, recorded and displayed and the instant message(s) are temporarily stored if

an intended message recipient is unavailable and thereafter delivered once the intend recipient becomes available.

65. In addition, should the BeeTalk app system be found to not literally infringe the asserted claims of the '723 Patent, the BeeTalk app system would nevertheless infringe the asserted claims of the '723 Patent. More specifically, the accused BeeTalk app system performs substantially the same function (instant voice messaging), in substantially the same way (monitoring, recording and displaying recipients' availability), to yield substantially the same result (delivering voice messages to available intended recipients and storing messages for unavailable recipients until they become available). BeeTalk would thus be liable for direct infringement under the doctrine of equivalents.

66. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-3 of the '723 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the BeeTalk application. BeeTalk's customers who purchase the BeeTalk application and operate such application in accordance with BeeTalk's instructions directly infringe one or more of the forgoing claims of the '723 Patent in violation of 35 U.S.C. § 271. BeeTalk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

<http://beetalkmobile.com>

<http://beetalk.en.uptown.com>

<https://itunes.apple.com/us/app>

<https://play.google.com/store/apps>

BeeTalk is thereby liable for infringement of the 723 Patent under 35 U.S.C. § 271(b).

67. BeeTalk has indirectly infringed and continues to indirectly infringe at least claims 1-3 of the '723 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the BeeTalk application, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '723 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

68. For example, the BeeTalk application is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the BeeTalk application is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. BeeTalk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

69. BeeTalk will have been on notice of the '723 Patent since, at the latest, the service of this complaint upon BeeTalk. By the time of trial, BeeTalk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-3 of the '723 Patent.

70. BeeTalk may have infringed the '723 Patent through other software utilizing the same or reasonably similar functionality, including other versions of it's the BeeTalk application. Uniloc reserves the right to discover and pursue all such additional infringing software/devices.

71. Uniloc has been damaged, reparably and irreparably, by BeeTalk's infringement of the '723 Patent and such damage will continue unless and until BeeTalk is enjoined.

**PRAYER FOR RELIEF**

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

(A) that BeeTalk has infringed the '622 Patent, '433 Patent, '890 Patent, '747 Patent and the '723 Patent;

(B) awarding Uniloc its damages suffered as a result of BeeTalk's infringement of the '622 Patent, '433 Patent, '890 Patent, '747 Patent and the '723 Patent pursuant to 35 U.S.C. § 284;

(C) enjoining BeeTalk, 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 '622 Patent, '433 Patent, '890 Patent, '747 Patent and the '723 Patent pursuant to 35 U.S.C. § 283;

(D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and

(E) granting Uniloc such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

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

Dated: July 5, 2016

Respectfully submitted,

/s/ Craig Tadlock

Craig Tadlock

Texas State Bar No. 00791766

Keith Smiley

Texas State Bar No. 24067869

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**ATTORNEYS FOR THE PLAINTIFFS**