

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

SIPCO, LLC, and IP CO, LLC
(d/b/a INTUS IQ),

Plaintiffs,

v.

EMERSON ELECTRIC CO., EMERSON
PROCESS MANAGEMENT LLLP, FISHER-
ROSEMOUNT SYSTEMS, INC.,
ROSEMOUNT INC., BP, p.l.c., BP
AMERICA, INC. and BP AMERICA
PRODUCTION COMPANY,

Defendants.

Civil Action No. 6:15-cv-907

JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

SIPCO, LLC and IP CO, LLC (d/b/a INTUS IQ) (“Plaintiffs” or “SIPCO”), by and through their counsel Nutter, McClennen & Fish LLP, hereby file this Second Amended Complaint for Patent Infringement against Emerson Electric Co., Emerson Process Management LLLP, Inc., Fisher-Rosemont Systems, Inc., and Rosemount Inc. (collectively “Emerson”) and against BP, p.l.c., BP America, Inc., and BP America Production Company (collectively “BP”), as follows:

THE PARTIES

1. SIPCO, LLC is a limited liability company organized and existing under the laws of the State of Georgia, having its principal office at 8215 Roswell Road, Building 900, Suite 950, Atlanta, Georgia 30350.

2. IP CO, LLC (d/b/a INTUS IQ) is a limited liability company organized and existing under the laws of the State of Georgia, having its principal office at 8215 Roswell Road, Building 900, Suite 950, Atlanta, Georgia 30350.

3. Emerson Electric Co. (“EEC”) is a corporation organized and existing under the laws of the State of Missouri, having a place of business at 1300 East Whaley Street, Suite B, Longview, Texas 75601.

4. Emerson Process Management LLLP (“Emerson Process Management”) is a wholly-owned subsidiary of Emerson Electric Co., and is an entity organized and existing under the laws of the State of Delaware, having a place of business at 1100 W. Louis Henna Blvd., Bldg. 2, Round Rock, Texas 78681 and, upon information and belief, a place of business at 12301 Research Blvd., Research Park Plaza, Bldg. III, Austin, Texas 78759. Emerson Process Management’s branded products and services include those made, used, sold and/or offered for sale by and through Defendant Fisher-Rosemount Systems, Inc. and Defendant Rosemount, Inc.

5. Fisher-Rosemount Systems, Inc. (“Fisher Rosemount”) is a wholly-owned subsidiary of Emerson Electric Co., and is a corporation incorporated under the laws of the State of Delaware, having its principal place of business at 1100 W. Louis Henna Blvd., Bldg. 1, Round Rock, Texas 78681.

6. Rosemount, Inc. (“Rosemount”) is a wholly-owned subsidiary of Emerson Electric Co., and is a corporation organized and existing under the laws of the State of Minnesota, having its principal place of business at 8200 Market Blvd., Chanhassen, Minnesota 55317.

7. BP America, Inc. is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 501 Westlake Park Boulevard, Houston, TX 77079. BP America, Inc. does substantial business in Texas, including within this

judicial district, and may be served with process through its registered agent CT Corporation System, 350 N. St. Paul St., Suite 2900, Dallas, TX 75201.

8. BP America Production Company is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 501 Westlake Park Boulevard, Houston, TX 77079. BP America Production Company does substantial business in Texas, including within this judicial district, and may be served with process through its registered agent CT Corporation System, 350 N. St. Paul St., Suite 2900, Dallas, TX 75201.

9. BP p.l.c. is a British public limited company with its corporate headquarters in London, England, SW1Y 4PD. BP p.l.c. is the global parent company of the world-wide business operating under the “BP” logo. Defendants BP America, Inc. and BP America Production Company are wholly-owned subsidiaries of BP p.l.c. and are sufficiently controlled by BP p.l.c. so as to be BP p.l.c.’s agents in Texas. BP p.l.c. does substantial business in Texas, including within this judicial district, and may be served with process by serving its registered agent, C.T. Corporation System, at 350 N. St. Paul St., Suite 2900, Dallas, Texas 75201-4234.

JURISDICTION AND VENUE

10. Plaintiffs’ Second Amended Complaint (“Second Amended Complaint”) is for patent infringement arising under the patent statutes, 35 U.S.C. § 101 *et seq.*, in particular 35 U.S.C. § 271.

11. This Court has subject matter jurisdiction over Plaintiffs’ claims under 28 U.S.C. §§ 1331 and 1338(a).

12. On information and belief, BP p.l.c., BP America, Inc., and BP America Production Company are subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statue, due at least to their substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and

(ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district. For example, Houston is home to BP's largest number of employees anywhere in the world, and BP America, Inc.'s Texas-based activities include oil and gas exploration and production, research and innovation, natural gas power and trading, petrochemical production and wind power generation. BP America, Inc. has over 6000 Texas-based employees and supports over 28,000 Texas-based jobs. In 2014 BP America, Inc. paid over \$160 million in Texas-based royalty, property, production and state and federal income taxes, and spent over \$9 billion with Texas-based vendors. BP America, Inc., on its own and/or by and through BP America Production Company, owns and operates an East Texas Campus located at 886 Finklea Road in Hallsville, Texas. The Harrison County Campus supports BP's oil and natural gas operations in East Texas, including over 800 wells with associated compression, production and flow lines at and within Greg, Harrison, Panola, Rusk, Shelby and Upshur Counties. The Campus also supports drilling operations at and within the Haynesville Shale, with Texas-based operations at and within Angelina, Cass, Harrison, Marion, Nacogdoches, Panola, Rusk, Sabine, San Augustine and Shelby Counties. In addition, BP p.l.c., BP America, Inc., and/or BP America Production Company own, operate and/or license BP-branded service stations at and within this judicial district. BP p.l.c., BP America, Inc., and BP America Production Company have also purposefully availed themselves of jurisdiction by voluntarily and purposefully committing and continuing to commit acts of infringement in Texas and in this jurisdiction, including using infringing products sold by Emerson Electric, Emerson Process Management, Fisher Rosemount Systems, and/or Rosemount, including, upon information and belief, at and within the greater than 800 wells and associated compression, production and flow lines operated at and within Greg, Harrison, Panola, Rusk, Shelby and Upshur Counties.

13. On information and belief, Emerson Electric, Emerson Process Management, Rosemount, and Fisher-Rosemount Systems are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district. For example, Emerson Electric, Emerson Process Management LLP, Rosemount, Inc., and Fisher-Rosemount Systems conduct substantial business in Texas and in this judicial district, and have purposefully availed themselves of jurisdiction in this state and judicial district, including by voluntarily and purposefully committing and continuing to commit acts of infringement in this state and judicial district. In particular, Emerson Process Management has two places of business in Texas and has purposefully availed itself of the laws and benefits of doing business here by selling infringing products in Texas and in this judicial district. Rosemount has its principal place of business in Texas and has purposefully availed itself of the laws and benefits of doing business here by selling infringing products in Texas and in this judicial district. Emerson Electric maintains an office in this judicial district and thus has purposefully availed itself of the laws and benefits of doing business here, as well as by selling infringing products in Texas and in this judicial district. Fisher-Rosemount has purposefully availed itself of the laws and benefits of doing business here by selling infringing products in Texas and in this judicial district.

14. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 and 1400(b) at least because a substantial part of the infringing acts of each Defendant have occurred and are occurring in this judicial district.

THE PATENTS-IN-SUIT

15. U.S. Patent No. 7,697,492 (“the ‘492 patent”) was duly and legally issued on April 13, 2010.

16. The ‘492 patent is entitled “Systems and Methods for Monitoring and Controlling Remote Devices.”

17. SIPCO owns the ‘492 patent.

18. Emerson had knowledge of the ‘492 patent and knowledge of its infringement of the ‘492 patent before the filing of the Complaint (Dkt. No. 1) (hereinafter “Complaint”).

19. BP had knowledge of the ‘492 patent and knowledge of its infringement of the ‘492 patent before the filing of the Second Amended Complaint.

20. U.S. Patent No. 6,437,692 (“the ‘692 patent”) was duly and legally issued on August 20, 2002.

21. The ‘692 patent is entitled “System and Method for Monitoring and Controlling Remote Devices.”

22. SIPCO owns the ‘692 patent.

23. Emerson had knowledge of the ‘692 patent and knowledge of its infringement of the ‘692 patent before the filing of the Complaint.

24. BP had knowledge of the ‘692 patent and knowledge of its infringement of the ‘692 patent before the filing of the Second Amended Complaint.

25. U.S. Patent No. 6,914,893 (“the ‘893 patent”) was duly and legally issued on July 5, 2005.

26. The ‘893 patent is entitled “System and Method for Monitoring and Controlling Remote Devices.”

27. SIPCO owns the ‘893 patent.

28. Emerson had knowledge of the '893 patent and knowledge of its infringement of the '893 patent before the filing of the Complaint.

29. BP had knowledge of the '893 patent and knowledge of its infringement of the '893 patent before the filing of the Second Amended Complaint.

30. U.S. Patent No. 6,249,516 ("the '516 patent") was duly and legally issued on June 19, 2001.

31. The '516 patent is entitled "Wireless Network Gateway and Method for Providing Same."

32. IP CO owns the '516 patent.

33. Emerson had knowledge of the '516 patent and knowledge of its infringement of the '516 patent before the filing of the Complaint.

34. BP had knowledge of the '516 patent and knowledge of its infringement of the '516 patent before the filing of the Second Amended Complaint.

35. U.S. Patent No. 7,468,661 ("the '661 patent") was duly and legally issued on December 23, 2008.

36. The '661 patent is entitled "System and Method for Monitoring and Controlling Remote Devices."

37. SIPCO owns the '661 patent.

38. Emerson had knowledge of the '661 patent and knowledge of its infringement of the '661 patent before the filing of the Complaint.

39. BP had knowledge of the '661 patent and knowledge of its infringement of the '661 patent before the filing of the Second Amended Complaint.

40. U.S. Patent No. 8,000,314 ("the '314 patent") was duly and legally issued on August 16, 2011.

41. The '314 patent is entitled "Wireless Network System and Method for Providing Same."

42. IP CO owns the '314 patent.

43. Emerson had knowledge of the '314 patent and knowledge of its infringement of the '314 patent before the filing of the Complaint.

44. BP had knowledge of the '314 patent and knowledge of its infringement of the '314 patent before the filing of the Second Amended Complaint.

45. U.S. Patent No. 8,233,471 ("the '471 patent") was duly and legally issued on July 31, 2012.

46. The '471 patent is entitled "Wireless Network System and Method for Providing Same."

47. IP CO owns the '471 patent.

48. Emerson had knowledge of the '471 patent and knowledge of its infringement of the '471 patent before the filing of the Complaint.

49. BP had knowledge of the '471 patent and knowledge of its infringement of the '471 patent before the filing of the Second Amended Complaint.

50. U.S. Patent No. 8,625,496 ("the '496 patent") was duly and legally issued on January 7, 2014.

51. The '496 patent is entitled "Wireless Network System and Method for Providing Same."

52. IP CO owns the '496 patent.

53. Emerson had knowledge of the '496 patent and knowledge of its infringement of the '496 patent before the filing of the Complaint.

54. BP had knowledge of the '496 patent and knowledge of its infringement of the '496 patent before the filing of the Second Amended Complaint.

55. U.S. Patent No. 8,754,780 ("the '780 patent") was duly and legally issued on June 17, 2014.

56. The '780 patent is entitled "Systems and Methods for Monitoring and Controlling Remote Devices."

57. SIPCO owns the '780 patent.

58. Emerson had knowledge of the '780 patent and knowledge of its infringement of the '780 patent before the filing of the Complaint.

59. BP had knowledge of the '780 patent and knowledge of its infringement of the '780 patent before the filing of the Second Amended Complaint.

60. U.S. Patent No. 8,908,842 ("the '842 patent") was duly and legally issued on December 9, 2014.

61. The '842 patent is entitled "Multi-Functional General Purpose Transceivers and Devices."

62. SIPCO owns the '842 patent.

63. Emerson had knowledge of the '842 patent and knowledge of its infringement of the '842 patent before the filing of the Complaint.

64. BP had knowledge of the '842 patent and knowledge of its infringement of the '842 patent before the filing of the Second Amended Complaint.

65. U.S. Patent No. 8,013,732 ("the '732 patent") was duly and legally issued on September 6, 2011.

66. The '732 patent is entitled "Systems and Methods for Monitoring and Controlling Remote Devices."

67. SIPCO owns the '732 patent.

68. Emerson had knowledge of the '732 patent and knowledge of its infringement of the '732 patent before the filing of the Complaint.

69. BP had knowledge of the '732 patent and knowledge of its infringement of the '732 patent before the filing of the Second Amended Complaint.

SIPCO AND IP CO

70. SIPCO and IP CO are small research, development and technology companies based in Atlanta, Georgia. T. David Petite is a founding member of both companies.

71. In the 1990's, through his own individual research and development efforts, Mr. Petite invented a large number of wireless control and distribution technology applications. The inventions resulting from Mr. Petite's efforts include, but are not limited to, various ways of moving data as economically and seamlessly as possible over both wired and wireless networks.

72. Through the 1990's and early 2000's investors contributed tens of millions of dollars for technology development and implementation of networks. Clients included Georgia Power, Alabama Power, Newnan Utilities GA, Johnson Controls, Synovus Bank and Grand Court Lifestyles residential living facilities.

73. After proving that the technology worked in the field, several companies competed to purchase an exclusive license to Mr. Petite's technology for the market known as "smart grid." Landis+Gyr (<http://www.landisgyr.com/>) (previously Siemens Metering) took an exclusive license to the smart grid technology in 2002 and in 2005 purchased rights to the technology for utility applications for \$30,000,000. Mr. Petite's technology has been deployed in millions of meters across North America and throughout the world.

74. SIPCO retained the rights to the mesh network patents, and for use of the technology outside of the utility space. It still maintains ownership of the software, firmware,

hardware and patent portfolio that resulted from Mr. Petite's research and development efforts, and SIPCO continues to develop and deploy wireless technology applications and wireless technology systems throughout the United States.

75. SIPCO's patent portfolios (which contain the patents in suit) include inventions that are widely recognized as pioneering in various fields of use. As a result, over 60 corporations have taken licenses to them. Licensees include companies operating in the vertical markets of Industrial Controls, Smart Grid, Building Automation, Network Backhaul, Home Appliance, Home Automation and Entertainment, Sensor Monitoring, and Internet Service Provisioning. Licensed products use standard wireless mesh protocols and include products such as WirelessHART, Zigbee, IEEE 802.15.4, and Z-Wave as well as proprietary wireless protocols. Licensed Companies utilizing WirelessHART products include Siemens and ABB.

THE DEFENDANTS

76. Emerson makes, sells and offers for sale "Smart Wireless Solutions" that provide monitoring and control of remote wireless devices in industrial environments.

77. A basic Smart Wireless Solutions system includes a gateway, remote field devices (including adaptors) integrated with sensors, and a software package that runs on a host computer for monitoring and control of the remote field devices. The remote field devices and gateways in a Smart Wireless Solution implementation support the WirelessHART standard communication protocol, which allows remote field devices to communicate either directly or indirectly through other remote field devices with a gateway.

78. The gateway receives wireless messages (i.e., WirelessHART packets) comprising sensor data from remote field devices and delivers such data to a host computer running the monitoring software package via a second network.

79. The gateway and remote field devices in Smart Wireless Solutions communicate in a server/client fashion. The gateway implements a WirelessHART Network Manager which maintains a link tree of all paths from remote field devices to the gateway based on information received from remote field devices, in accordance with one or more of the claims of the asserted patents, as specified more particularly below.

80. Upon information and belief, Emerson is contractually obligated to provide Smart Wireless Solutions and related support to BP. Upon information and belief, BP has corresponding contractual obligations to Emerson, including, *inter alia*, operating remote field devices, network managers, and gateways in conformance with the WirelessHART standard that underlies Emerson Smart Wireless Solutions. Among Emerson's contractual obligations is the provision of Smart Wireless Solutions (and related support) for wellhead monitoring at BP oil and gas fields. On or about August of 2015, BP and Emerson extended their mutual contractual obligations by 10 years. The new agreement requires Emerson to provide automation services to BP's upstream oil and gas operations. Upon information and belief, BP's upstream oil and gas operations include wellheads at oil and gas fields around the globe. Also upon information and belief, BP operates wellheads in this judicial district, including at least the greater than 800 wells and associated compression, production and flow lines operated at and within Greg, Harrison, Panola, Rusk, Shelby and Upshur Counties.

81. Alternatively, or in addition, upon information and belief Emerson conditions BP's use of Smart Wireless Solutions to BP's adherence to the WirelessHART standard. Emerson thereby directs and controls BP to adhere to the WirelessHART standard, which comprises the performance of one or more steps of certain method claims of the patents-in-suit. In return, BP receives the benefit of cost savings and increased safety at its oil and gas wellheads, including, upon information and belief, wells and associated compression, production

and flow lines operated at and within this judicial district. Furthermore, Emerson establishes the manner or timing of BP's performance. For example, upon information and belief Emerson directs BP's deployment of infringing field devices at BP's oil and gas wellheads, including those located in this judicial district.

LICENSE AGREEMENT

82. On or about October 25, 2011, SIPCO, LLC and IP CO, LLC (d/b/a IntusIQ) entered into a license agreement with Emerson Electric Co. through its White-Rodgers Division (hereinafter referred to as the "License Agreement").

83. Through the License Agreement, the White-Rodgers Division of Emerson Electric Co. received a license to certain patents owned by SIPCO and IP CO, including at least U.S. Patent Nos. 7,103,511, 6,044,062, 6,249,516, 7,697,492, 6,437,692, 7,468,661, 6,914,893, 8,000,314, and 8,233,471 (hereinafter the "Licensed Patents"). The scope of the license granted to the White-Rodgers Division of Emerson Electric Co., including any licensed field(s) of use and any licensed product(s) identified therein, is governed by the specific terms of the License Agreement.

84. Emerson Electric Co. is not licensed under the License Agreement other than through the license granted to its White-Rodgers Division, as governed by the specific terms of the License Agreement.

85. Emerson Electric Co. does not have a license to the Licensed Patents other than through the license granted to its White-Rodgers Division, as governed by the specific terms of the License Agreement.

86. Emerson Process Management LLP is not a party to the License Agreement and is not licensed under the License Agreement.

87. Emerson Process Management LLP does not have a license to the Licensed Patents.

88. Fisher-Rosemount Systems, Inc. is not a party to the License Agreement and is not licensed under the License Agreement.

89. Fisher-Rosemount Systems, Inc. does not have a license to the Licensed Patents.

90. Rosemount, Inc. is not a party to the License Agreement and is not licensed under the License Agreement.

91. Rosemount, Inc. does not have a license to the Licensed Patents.

92. By virtue of entering into the License Agreement with SIPCO and IP CO on or about October 25, 2011, Emerson Electric Co. had knowledge of at least the Licensed Patents and knowledge of its infringement thereof.

93. Upon information and belief, Emerson Process Management has had knowledge of at least the Licensed Patents and knowledge of its infringement thereof since at least as early as October 25, 2011.

94. Upon information and belief, Fisher-Rosemount Systems, Inc. has had knowledge of at least the Licensed Patents and knowledge of its infringement thereof since at least as early as October 25, 2011.

95. Upon information and belief, Rosemount, Inc. has had knowledge of at least the Licensed Patents and knowledge of its infringement thereof since at least as early as October 25, 2011.

96. BP is not a party to the License Agreement and is not licensed under the License Agreement.

97. BP does not have a license to the Licensed Patents.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 7,697,492 BY EMERSON

98. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

99. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '492 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog

Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

100. Emerson is liable for infringement of the '492 Patent pursuant to 35 U.S.C. § 271(a).

101. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '492 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '492 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products within this judicial district and throughout the United States, including but not limited to BP.

102. Upon information and belief, Emerson has been made aware of the asserted claims of the '492 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

103. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '492 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '492 patent, which cover mandatory features of the WirelessHART standard.

104. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '492 patent, and are not capable of substantial noninfringing use.

105. Emerson is liable for infringement of the '492 Patent pursuant to 35 U.S.C. § 271(b).

106. Emerson is liable for infringement of the '492 Patent pursuant to 35 U.S.C. § 271(c).

107. Plaintiffs have been damaged and injured by the infringement of the '492 Patent by Emerson.

108. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '492 Patent.

109. Because Emerson had knowledge of the '492 Patent and knowledge of its infringement of the '492 Patent before the Complaint was filed, its infringement of the '492 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

110. The infringement of the '492 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,697,492 BY BP

111. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

112. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '492 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702

Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLog Wireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

113. BP is liable for infringement of the '492 Patent pursuant to 35 U.S.C. § 271(a).

114. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '492 Patent.

115. Upon information and belief, BP has been made aware of the asserted claims of the '492 patent and its infringement by virtue of the First Amended Complaint (Dkt. No. 19) (hereinafter "First Amended Complaint"), and continues to make, use, sell and offer to sell same, despite its known infringement.

116. Because BP had knowledge of the '492 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '492

Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

117. The infringement of the '492 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 7,697,492 BY EMERSON AND BP

118. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

119. On information and belief, as recited in paragraphs 76 through 81, which are incorporated herein by reference, Emerson and BP have been and are now jointly directly infringing, literally or under the doctrine of equivalents, within the United States and within this judicial district, one or more claims of the '492 Patent (including, but not limited to, claim 9) pursuant to 35 U.S.C. § 271(a). For example, BP performs at least one, but less than all, of the steps of at least claim 9 of the '492 patent, and Emerson supplies BP with one or more of the following lines of products and services related to those products, which are preconfigured to perform at least one, but less than all, of the remaining steps of at least claim 9, such that performance of each step of at least claim 9 is attributable to a single entity by either contractual obligation or attribution:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;

- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;
- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

120. BP and Emerson are jointly liable for infringement of the '492 Patent pursuant to 35 U.S.C. § 271(a).

121. Because of their infringing acts, BP and Emerson are jointly liable to SIPCO for damages in an amount no less than a reasonable royalty for their unauthorized use of the invention claimed in the '492 Patent.

122. The infringement of the '492 Patent by BP and Emerson have caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless they are enjoined from further infringement.

123. Because Emerson and BP had knowledge of the '492 Patent and knowledge of its joint infringement of the '492 Patent before the Complaint and Second Amended Complaint were respectively filed, their infringement of the '492 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 6,437,692 BY EMERSON

124. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

125. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '692 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;

- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;
- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

126. Emerson is liable for infringement of the '692 Patent pursuant to 35 U.S.C. § 271(a).

127. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '692 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '692 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

128. Upon information and belief, Emerson has been made aware of the asserted claims of the '692 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

129. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '692 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '692 patent, which cover mandatory features of the WirelessHART standard.

130. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '692 patent, and are not capable of substantial noninfringing use.

131. Emerson is liable for infringement of the '692 Patent pursuant to 35 U.S.C. § 271(b).

132. Emerson is liable for infringement of the '692 Patent pursuant to 35 U.S.C. § 271(c).

133. Plaintiffs have been damaged and injured by the infringement of the '692 Patent by Emerson.

134. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '692 Patent.

135. Because Emerson had knowledge of the '692 Patent and knowledge of its infringement of the '692 Patent before the Complaint was filed, its infringement of the '692 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

136. The infringement of the '692 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 6,437,692 BY BP

137. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

138. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '692 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;

- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;
 - c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
 - d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.
139. BP is liable for infringement of the '692 Patent pursuant to 35 U.S.C. § 271(a).

140. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '692 Patent.

141. Upon information and belief, BP has been made aware of the asserted claims of the '692 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

142. Because BP had knowledge of the '692 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '692 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

143. The infringement of the '692 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT VI

INFRINGEMENT OF U.S. PATENT NO. 6,437,692 BY EMERSON AND BP

144. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

145. On information and belief, as recited in paragraphs 76 through 81, which are incorporated herein by reference, Emerson and BP have been and are now jointly directly infringing, literally or under the doctrine of equivalents, within the United States and within this judicial district, one or more claims of the '692 Patent (including, but not limited to, claim 24) pursuant to 35 U.S.C. § 271(a). For example, BP performs at least one, but less than all, of the steps of at least claim 24 of the '692 patent, and Emerson supplies BP with one or more of the following lines of products and services related to those products, which are preconfigured to

perform at least one, but less than all, of the remaining steps of at least claim 24, such that performance of each step of at least claim 24 is attributable to a single entity by either contractual obligation or attribution:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

146. BP and Emerson are jointly liable for infringement of the '692 Patent pursuant to 35 U.S.C. § 271(a).

147. Because of their infringing acts, BP and Emerson are jointly liable to SIPCO for damages in an amount no less than a reasonable royalty for their unauthorized use of the invention claimed in the '692 Patent.

148. The infringement of the '692 Patent by BP and Emerson have caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless they are enjoined from further infringement.

149. Because Emerson and BP had knowledge of the '692 Patent and knowledge of its joint infringement of the '692 Patent before the Complaint and Second Amended Complaint were respectively filed, their infringement of the '692 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

COUNT VII

INFRINGEMENT OF U.S. PATENT NO. 6,914,893 BY EMERSON

150. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

151. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '893 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale,

selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless

Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

152. Emerson is liable for infringement of the '893 Patent pursuant to 35 U.S.C. § 271(a).

153. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '893 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '893 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

154. Upon information and belief, Emerson has been made aware of the asserted claims of the '893 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

155. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '893 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '893 patent, which cover mandatory features of the WirelessHART standard.

156. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '893 patent, and are not capable of substantial noninfringing use.

157. Emerson is liable for infringement of the '893 Patent pursuant to 35 U.S.C. § 271(b).

158. Emerson is liable for infringement of the '893 Patent pursuant to 35 U.S.C. § 271(c).

159. Plaintiffs have been damaged and injured by the infringement of the '893 Patent by Emerson.

160. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '893 Patent.

161. Because Emerson had knowledge of the '893 Patent and knowledge of its infringement of the '893 Patent before the Complaint was filed, its infringement of the '893 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

162. The infringement of the '893 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT VIII

INFRINGEMENT OF U.S. PATENT NO. 6,914,893 BY BP

163. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

164. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '893 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level

Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

165. BP is liable for infringement of the '893 Patent pursuant to 35 U.S.C. § 271(a).

166. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '893 Patent.

167. Upon information and belief, BP has been made aware of the asserted claims of the '893 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

168. Because BP had knowledge of the '893 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '893 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

169. The infringement of the '893 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT IX

INFRINGEMENT OF U.S. PATENT NO. 6,914,893 BY EMERSON AND BP

170. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

171. On information and belief, as recited in paragraphs 76 through 81, which are incorporated herein by reference, Emerson and BP have been and are now jointly directly infringing, literally or under the doctrine of equivalents, one or more claims of the '893 directly infringing, literally or under the doctrine of equivalents, within the United States and within this judicial district, one or more claims of the '893 Patent (including, but not limited to, claim 37) pursuant to 35 U.S.C. § 271(a). For example, BP performs at least one, but less than all, of the steps of at least claim 37 of the '893 patent, and Emerson supplies BP with one or more of the following lines of products and services related to those products, which are preconfigured to perform at least one, but less than all, of the remaining steps of at least claim 37, such that performance of each step of at least claim 37 is attributable to a single entity by either contractual obligation or attribution:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless

Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

172. BP and Emerson are jointly liable for infringement of the '893 Patent pursuant to 35 U.S.C. § 271(a).

173. Because of their infringing acts, BP and Emerson are jointly liable to SIPCO for damages in an amount no less than a reasonable royalty for their unauthorized use of the invention claimed in the '893 Patent.

174. The infringement of the '893 Patent by BP and Emerson have caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless they are enjoined from further infringement.

175. Because Emerson and had knowledge of the '893 Patent and knowledge of its joint infringement of the '893 Patent before the Complaint and Second Amended Complaint were respectfully filed, their infringement of the '893 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

COUNT X

INFRINGEMENT OF U.S. PATENT NO. 6,249,516 BY EMERSON

176. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

177. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '516 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T

Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLog Wireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

178. Emerson is liable for infringement of the '516 Patent pursuant to 35 U.S.C. § 271(a).

179. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '516 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '516 Patent in the United States, by

providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

180. Upon information and belief, Emerson has been made aware of the asserted claims of the '516 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

181. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '516 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '516 patent, which cover mandatory features of the WirelessHART standard.

182. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '516 patent, and are not capable of substantial noninfringing use.

183. Emerson is liable for infringement of the '516 Patent pursuant to 35 U.S.C. § 271(b).

184. Emerson is liable for infringement of the '516 Patent pursuant to 35 U.S.C. § 271(c).

185. Plaintiffs have been damaged and injured by the infringement of the '516 Patent by Emerson.

186. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '516 Patent.

187. Because Emerson had knowledge of the '516 Patent and knowledge of its infringement of the '516 Patent before the Complaint was filed, its infringement of the '516 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

188. The infringement of the '516 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XI

INFRINGEMENT OF U.S. PATENT NO. 6,249,516 BY BP

189. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

190. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '516 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T

Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLog Wireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

191. BP is liable for infringement of the '516 Patent pursuant to 35 U.S.C. § 271(a).

192. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '516 Patent.

193. Upon information and belief, BP has been made aware of the asserted claims of the '516 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

194. Because BP had knowledge of the '516 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '516 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

195. The infringement of the '516 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XII

INFRINGEMENT OF U.S. PATENT NO. 7,468,661 BY EMERSON

196. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

197. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '661 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T

Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLog Wireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

198. Emerson is liable for infringement of the '661 Patent pursuant to 35 U.S.C. § 271(a).

199. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '661 Patent (including,

but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '661 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

200. Upon information and belief, Emerson has been made aware of the asserted claims of the '661 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

201. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '661 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '661 patent, which cover mandatory features of the WirelessHART standard.

202. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '661 patent, and are not capable of substantial noninfringing use.

203. Emerson is liable for infringement of the '661 Patent pursuant to 35 U.S.C. § 271(b).

204. Emerson is liable for infringement of the '661 Patent pursuant to 35 U.S.C. § 271(c).

205. Plaintiffs have been damaged and injured by the indirect infringement of the '661 Patent by Emerson.

206. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its infringement of the invention claimed in the '661 Patent.

207. Because Emerson had knowledge of the '661 Patent and knowledge of its infringement of the '661 Patent before the Complaint was filed, its infringement of the '661 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

208. The infringement of the '661 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XIII

INFRINGEMENT OF U.S. PATENT NO. 7,468,661 BY BP

209. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

210. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '661 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;

- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;
 - c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
 - d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.
211. BP is liable for infringement of the '661 Patent pursuant to 35 U.S.C. § 271(a).

212. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '661 Patent.

213. Upon information and belief, BP has been made aware of the asserted claims of the '661 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

214. Because BP had knowledge of the '661 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '661 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

215. The infringement of the '661 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XIV

INFRINGEMENT OF U.S. PATENT NO. 8,000,314 BY EMERSON

216. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

217. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '314 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

218. Emerson is liable for infringement of the '314 Patent pursuant to 35 U.S.C. § 271(a).

219. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '314 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '314 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

220. Upon information and belief, Emerson has been made aware of the asserted claims of the '314 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

221. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '314 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '314 patent, which cover mandatory features of the WirelessHART standard.

222. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '314 patent, and are not capable of substantial noninfringing use.

223. Emerson is liable for infringement of the '314 Patent pursuant to 35 U.S.C. § 271(b).

224. Emerson is liable for infringement of the '314 Patent pursuant to 35 U.S.C. § 271(c).

225. Plaintiffs have been damaged and injured by the infringement of the '314 Patent by Emerson.

226. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '314 Patent.

227. Because Emerson had knowledge of the '314 Patent and knowledge of its infringement of the '314 Patent before the Complaint was filed, its infringement of the '314 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

228. The infringement of the '314 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XV

INFRINGEMENT OF U.S. PATENT NO. 8,000,314 BY BP

229. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

230. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '314 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or

importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products

231. BP is liable for infringement of the '314 Patent pursuant to 35 U.S.C. § 271(a).

232. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '314 Patent.

233. Upon information and belief, BP has been made aware of the asserted claims of the '314 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

234. Because BP had knowledge of the '314 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '314 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

235. The infringement of the '314 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XVI

INFRINGEMENT OF U.S. PATENT NO. 8,233,471 BY EMERSON

236. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

237. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '471 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale,

selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

238. Emerson is liable for infringement of the '471 Patent pursuant to 35 U.S.C. § 271(a).

239. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '471 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '471 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

240. Upon information and belief, Emerson has been made aware of the asserted claims of the '471 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

241. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '471 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '471 patent, which cover mandatory features of the WirelessHART standard.

242. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '471 patent, and are not capable of substantial noninfringing use.

243. Emerson is liable for infringement of the '471 Patent pursuant to 35 U.S.C. § 271(b).

244. Emerson is liable for infringement of the '471 Patent pursuant to 35 U.S.C. § 271(c).

245. Plaintiffs have been damaged and injured by the infringement of the '471 Patent by Emerson.

246. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '471 Patent.

247. Because Emerson had knowledge of the '471 Patent and knowledge of its infringement of the '471 Patent before the Complaint was filed, its infringement of the '471 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

248. The infringement of the '471 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XVII

INFRINGEMENT OF U.S. PATENT NO. 8,233,471 BY BP

249. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

250. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '471 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or

importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

251. BP is liable for infringement of the '471 Patent pursuant to 35 U.S.C. § 271(a).

252. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '471 Patent.

253. Upon information and belief, BP has been made aware of the asserted claims of the '471 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

254. Because BP had knowledge of the '471 Patent and knowledge of its infringement of the '471 Patent before the Second Amended Complaint was filed, its infringement of the '893 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

255. The infringement of the '471 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XVIII

INFRINGEMENT OF U.S. PATENT NO. 8,625,496 BY EMERSON

256. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

257. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '496 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale,

selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless

Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

258. Emerson is liable for infringement of the '496 Patent pursuant to 35 U.S.C. § 271(a).

259. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '496 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '496 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

260. Upon information and belief, Emerson has been made aware of the asserted claims of the '496 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

261. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '496 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '496 patent, which cover mandatory features of the WirelessHART standard.

262. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of

the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '496 patent, and are not capable of substantial noninfringing use.

263. Emerson is liable for infringement of the '496 Patent pursuant to 35 U.S.C. § 271(b).

264. Emerson is liable for infringement of the '496 Patent pursuant to 35 U.S.C. § 271(c).

265. Plaintiffs have been damaged and injured by the infringement of the '496 Patent by Emerson.

266. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '496 Patent.

267. Because Emerson had knowledge of the '496 Patent and knowledge of its infringement of the '496 Patent before the Complaint was filed, its infringement of the '496 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

268. The infringement of the '496 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XIX

INFRINGEMENT OF U.S. PATENT NO. 8,625,496 BY BP

269. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

270. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '496 Patent (including, but not

limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

271. BP is liable for infringement of the '496 Patent pursuant to 35 U.S.C. § 271(a).

272. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '496 Patent.

273. Upon information and belief, BP has been made aware of the asserted claims of the '496 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

274. Because BP had knowledge of the '496 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '496 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

275. The infringement of the '496 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XX

INFRINGEMENT OF U.S. PATENT NO. 8,754,780 BY EMERSON

276. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

277. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '780 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale,

selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless

Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products; and

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

278. Emerson is liable for infringement of the '780 Patent pursuant to 35 U.S.C. § 271(a).

279. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '780 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '780 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

280. Upon information and belief, Emerson has been made aware of the asserted claims of the '780 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known infringement.

281. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '780 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '780 patent, which cover mandatory features of the WirelessHART standard.

282. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of

the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '780 patent, and are not capable of substantial noninfringing use.

283. Emerson is liable for infringement of the '780 Patent pursuant to 35 U.S.C. § 271(b).

284. Emerson is liable for infringement of the '780 Patent pursuant to 35 U.S.C. § 271(c).

285. Plaintiffs have been damaged and injured by the infringement of the '780 Patent by Emerson.

286. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '780 Patent.

287. Because Emerson had knowledge of the '780 Patent and knowledge of its infringement of the '780 Patent before the Complaint was filed, its infringement of the '780 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

288. The infringement of the '780 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XXI

INFRINGEMENT OF U.S. PATENT NO. 8,754,780 BY BP

289. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

290. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '780 Patent (including, but not

limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLog Wireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products; and

c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products.

291. BP is liable for infringement of the '780 Patent pursuant to 35 U.S.C. § 271(a).

292. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '780 Patent.

293. Upon information and belief, BP has been made aware of the asserted claims of the '780 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

294. Because BP had knowledge of the '780 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '780 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

295. The infringement of the '780 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XXII

INFRINGEMENT OF U.S. PATENT NO. 8,908,842 BY EMERSON

296. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

297. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '842 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale,

selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless

Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

298. Emerson is liable for infringement of the '842 Patent pursuant to 35 U.S.C. § 271(a).

299. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '842 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '842 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

300. Upon information and belief, Emerson has been made aware of the asserted claims of the '842 patent and its infringement thereof through communications with Plaintiffs, and continues to make, use, sell and offer to sell same, despite its known direct and indirect infringement.

301. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '842 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '842 patent, which cover mandatory features of the WirelessHART standard.

302. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '842 patent, and are not capable of substantial noninfringing use.

303. Emerson is liable for infringement of the '842 Patent pursuant to 35 U.S.C. § 271(b).

304. Emerson is liable for infringement of the '842 Patent pursuant to 35 U.S.C. § 271(c).

305. Plaintiffs have been damaged and injured by the infringement of the '842 Patent by Emerson.

306. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '842 Patent.

307. Because Emerson had knowledge of the '842 Patent and knowledge of its infringement of the '842 Patent before the Complaint was filed, their infringement of the '842 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

308. The infringement of the '842 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XXIII

INFRINGEMENT OF U.S. PATENT NO. 8,908,842 BY BP

309. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

310. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '842 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level

Gauge, Rosemount 5900C Radar Level Gauge, and Rosemount Wireless Pressure Gauge lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

311. BP is liable for infringement of the '842 Patent pursuant to 35 U.S.C. § 271(a).

312. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '842 Patent.

313. Upon information and belief, BP has been made aware of the asserted claims of the '842 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

314. Because BP had knowledge of the '842 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '842 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

315. The infringement of the '842 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

COUNT XXIV

INFRINGEMENT OF U.S. PATENT NO. 8,013,732 BY EMERSON

316. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

317. On information and belief, Emerson has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '732 Patent (including, but not limited to, claim 13) pursuant to 35 U.S.C. § 271(a) by making, using, offering for sale, selling within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702 Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog

Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

318. Emerson is liable for infringement of the '732 Patent pursuant to 35 U.S.C. § 271(a).

319. On information and belief, Emerson has been and is now indirectly infringing, literally or under the doctrine of equivalents, one or more claims of the '732 Patent (including, but not limited to, claim 1) pursuant to 35 U.S.C. § 271(b) or (c) by actively inducing infringement or contributing to the infringement of the '732 Patent in the United States, by providing or selling at least the products identified above to customers or users of those products, including but not limited to BP.

320. Upon information and belief, Emerson has been made aware of the asserted claims of the '732 patent and its infringement thereof through communications with Plaintiffs,

and continues to make, use, sell and offer to sell same, despite its known direct and indirect infringement.

321. Upon information and belief, Emerson induces its customers, including, but not limited to BP, to infringe one or more claims of the '732 patent at least by providing them with infringing devices and instructing and assisting them to operate the infringing devices in conformance with claims of the '732 patent, which cover mandatory features of the WirelessHART standard.

322. Upon information and belief, Emerson knows that the accused products identified above form a material part of the asserted claims because they conform to mandatory features of the WirelessHART standard, and so are especially made or adapted for use in an infringement of the '732 patent, and are not capable of substantial noninfringing use.

323. Emerson is liable for infringement of the '732 Patent pursuant to 35 U.S.C. § 271(b).

324. Emerson is liable for infringement of the '732 Patent pursuant to 35 U.S.C. § 271(c).

325. Plaintiffs have been damaged and injured by the infringement of the '732 Patent by Emerson.

326. Because of its infringing acts, Emerson is liable to Plaintiffs for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '732 Patent.

327. Because Emerson had knowledge of the '732 Patent and knowledge of its infringement of the '732 Patent before the Complaint was filed, their infringement of the '732 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

328. The infringement of the '732 Patent by Emerson has caused and will continue to cause irreparable harm to Plaintiffs, for which they have no adequate remedy at law, unless Emerson is enjoined from further infringement.

COUNT XXV

INFRINGEMENT OF U.S. PATENT NO. 8,013,732 BY BP

329. Plaintiffs hereby restate and re-allege the allegations set forth in the preceding paragraphs and incorporate them by reference.

330. On information and belief, BP has been and is now directly infringing, literally or under the doctrine of equivalents, one or more claims of the '732 Patent (including, but not limited to, claim 13) pursuant to 35 U.S.C. § 271(a) by using, within the United States, or importing into the United States products, including but not limited to the following lines of products:

- a. Gateways, including but not limited to the Emerson Smart Wireless Gateway 1420, Emerson Smart Wireless Gateway 1410, Smart Wireless Gateway 1552WU, and the Wireless I/O Card (WIOC) with Field Link lines of products;
- b. Field Devices, including, but not limited to, the Rosemount 3308 Series Guided Wave Radar, Rosemount 3051S Wireless High Static DP Transmitter, Rosemount 3051 Wireless Pressure Transmitter, Rosemount 3051S Wireless Thermal Range Expander, Rosemount 2051 Wireless Pressure Transmitter, Rosemount 848T Wireless Temperature Transmitter, Rosemount 648 Single-Point Wireless Temperature Transmitter, Rosemount 248 basic temperature transmitter, Rosemount 2160 Wireless Level Switch, Rosemount 705 Wireless Totalizing Transmitter, Rosemount 708 Wireless Acoustic Transmitter, Rosemount 702

Wireless Discrete Transmitter, Rosemount 6081 Wireless Transmitter for pH and ORP and Conductivity, Fisher 4320 Wireless Position Monitor, TopWorx 4310 Wireless Position Monitor, Roxar CorrLogWireless transmitter, Roxar SandLog Wireless Transmitter, CSI 9420 Wireless Vibration Transmitter, Perpetua Power Puck, SmartPower Solutions Black Power Module, SmartPower Solutions Green Power Module, TopWorx 4310 Wireless Position Monitor, Fisher 4320 Wireless Position Monitor, Rosemount 2410 Tank Hub, Rosemount 5900S Radar Level Gauge, Rosemount 5900C Radar Level Gauge, Rosemount Wireless Pressure Gauge, 52WM Wireless Temperature and Humidity Sensor, 52WM-3T Wireless Temperature Sensor, 50WM Wireless Sensor, and 56WM Wireless Power Meter lines of products;

- c. Adapters, including but not limited to, the Rosemount Smart Wireless THUM™ Adapter and Fisher 775 THUM™ lines of products; and
- d. Monitoring and control software, including but not limited to, the AMS, Ovation, and DeltaV lines of products.

331. BP is liable for infringement of the '732 Patent pursuant to 35 U.S.C. § 271(a).

332. Because of its infringing acts, BP is liable to SIPCO for damages in an amount no less than a reasonable royalty for its unauthorized use of the invention claimed in the '732 Patent.

333. Upon information and belief, BP has been made aware of the asserted claims of the '732 patent and its infringement by virtue of the First Amended Complaint, and continues to make, use, sell and offer to sell same, despite its known infringement.

334. Because BP had knowledge of the '732 Patent and knowledge of its infringement of the '492 Patent before the Second Amended Complaint was filed, its infringement of the '732 Patent has been and continues to be willful, and therefore Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

335. The infringement of the '732 Patent by BP has caused and will continue to cause irreparable harm to SIPCO, for which it has no adequate remedy at law, unless it is enjoined from further infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs SIPCO, LLC and IP CO, LLC (d/b/a INTUS IQ) requests that this Court enter an order for the following:

- A. Adjudging the Defendants to have violated 35 U.S.C. § 271 by infringing one or more claims of the patents-in-suit;
- B. Holding that Emerson's infringement of the patents-in-suit has been and continues to be willful and trebling Plaintiffs' damages;
- C. Holding that BP's infringement of the patents-in-suit has been and continues to be willful and trebling Plaintiffs' damages;
- D. Enjoining the Defendants and their respective officers, agents, servants, employees, and attorneys, and all other persons who are in active concert or participation with them from further infringement of Plaintiffs' patent rights;
- E. Awarding Plaintiffs damages adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty, under 35 U.S.C. § 284, in an amount to be determined at trial;
- F. Awarding Plaintiffs pre-judgment and post-judgment interest;

G. A judicial determination and declaration that this case is “exceptional” under the Patent Act and awarding Plaintiffs their actual costs, expenses and reasonable attorneys’ fees incurred in connection with this action under 35 U.S.C. § 285; and

H. Awarding Plaintiffs such other and further relief as this Court deems just and equitable.

DEMAND FOR A JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: July 14, 2016

/s/ Paul J. Cronin by permission Andrea Fair

Paul J. Cronin, Admitted July 16, 2012

LEAD ATTORNEY

(MA Bar No. 641230)

James C. Hall, Admitted April 9, 2012

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email on this the 14th day of July, 2016.

/s/ Andrea L. Fair

Andrea L. Fair

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