

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

UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 2:16-cv-874
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
TREND MICRO INCORPORATED,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

1. Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, Trend Micro Incorporated (“Defendant”), allege as follows:

THE PARTIES

2. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.

3. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161). Uniloc Luxembourg owns a number of patents in the field of application management in a computer network.

4. Upon information and belief, Trend Micro Incorporated is a California corporation having a place of business at 225 E. John Carpenter Freeway, Suite 1500, Irving Texas 75062 and offering its products and/or services, including those accused herein of infringement, for purchase or download to

customers and/or potential customers located in Texas and in the judicial Eastern District of Texas. Trend Micro Incorporated may be served with process through its registered agent: Ruth Ann Roman, 225 E. John Carpenter Freeway, Suite 1500, Irving Texas 75062.

JURISDICTION AND VENUE

5. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 et seq. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, and/or has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas.

7. Defendant is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and judicial district, including: (A) at least part of its past infringing activities, (B) regularly doing or soliciting business in Texas and/or (C) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 6,510,466)

8. Uniloc incorporates by reference the preceding paragraphs.

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,510,466 ("the '466 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR CENTRALIZED MANAGEMENT OF APPLICATION PROGRAMS ON A NETWORK that issued on January 21, 2003. A true and correct copy of the '466 Patent is attached as Exhibit A hereto.

10. Uniloc USA is the exclusive licensee of the '466 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. The '466 Patent has been referenced by over four hundred other patent applications/patents including patents applications/patents by IBM, HP, Network Associates, Microsoft, Fujitsu, Alcatel, SAP, AT&T, Citrix, Sharp, Computer Associates, Oracle, Google, and Intel.

12. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:

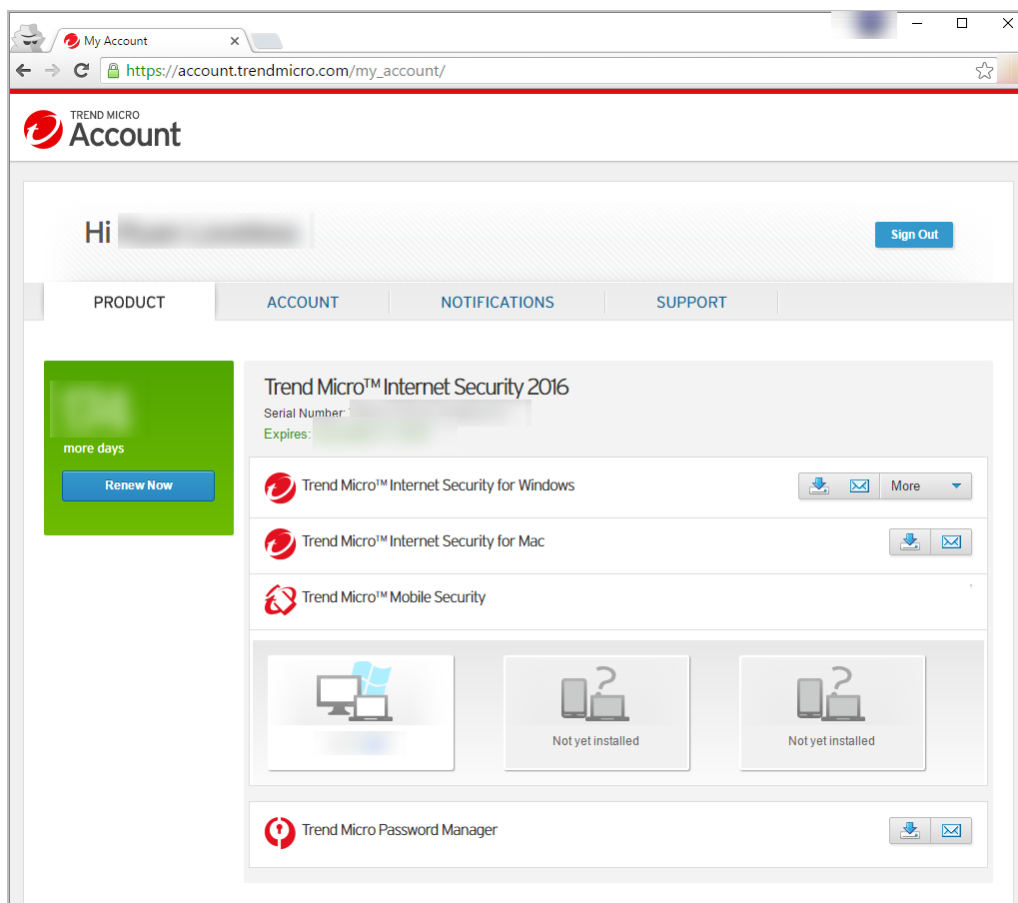
Managing your Trend Micro Account (MyAccount)

Trend Micro Account (MyAccount) is an online tool you can use to view and manage your subscription, account information, and registration information for all installations. You can also use this tool to renew your subscription or cancel the automatic renewal.

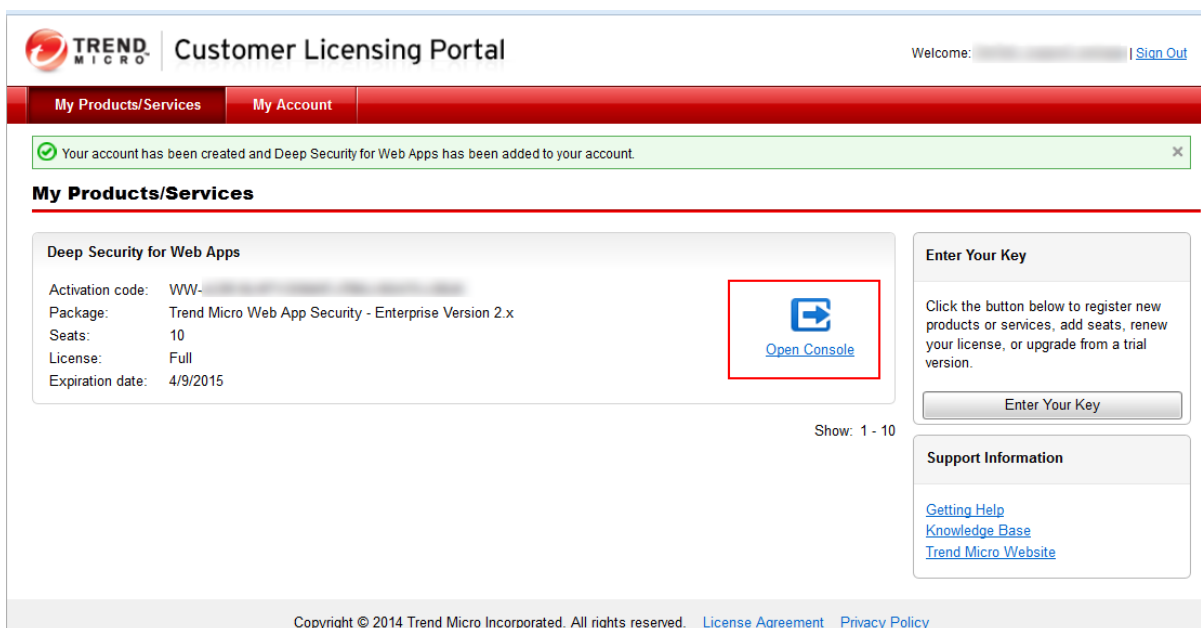
Note: Your Trend Micro Account is automatically created when you install and register your Trend Micro program. This is done during registration, when you are asked to specify an email address and password.

Source: <https://esupport.trendmicro.com/en-us/home/pages/technical-support/1054725.aspx>

13. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:

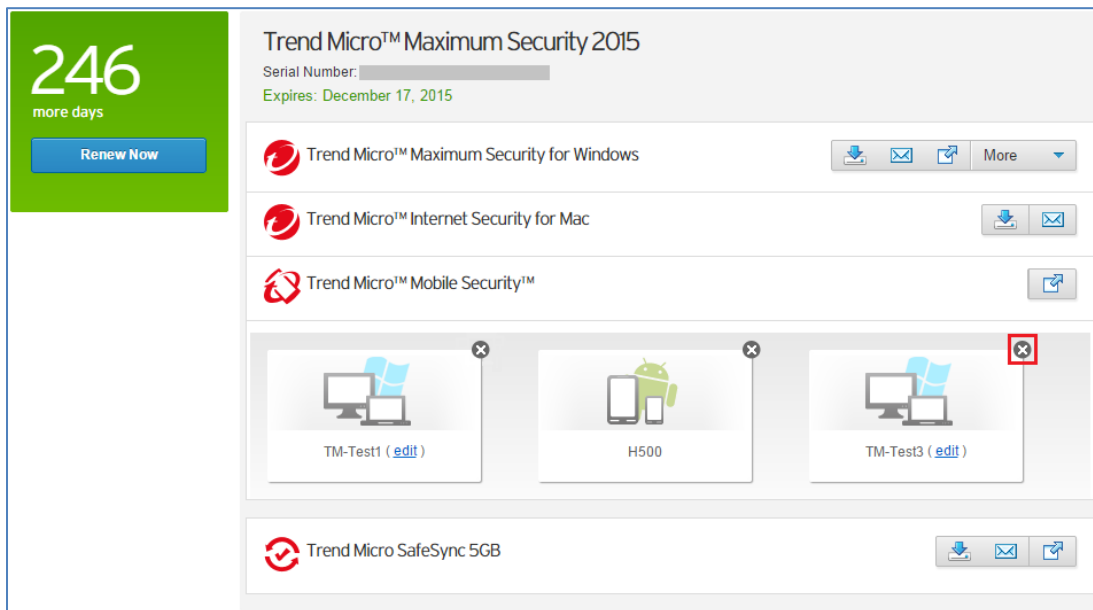


14. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:



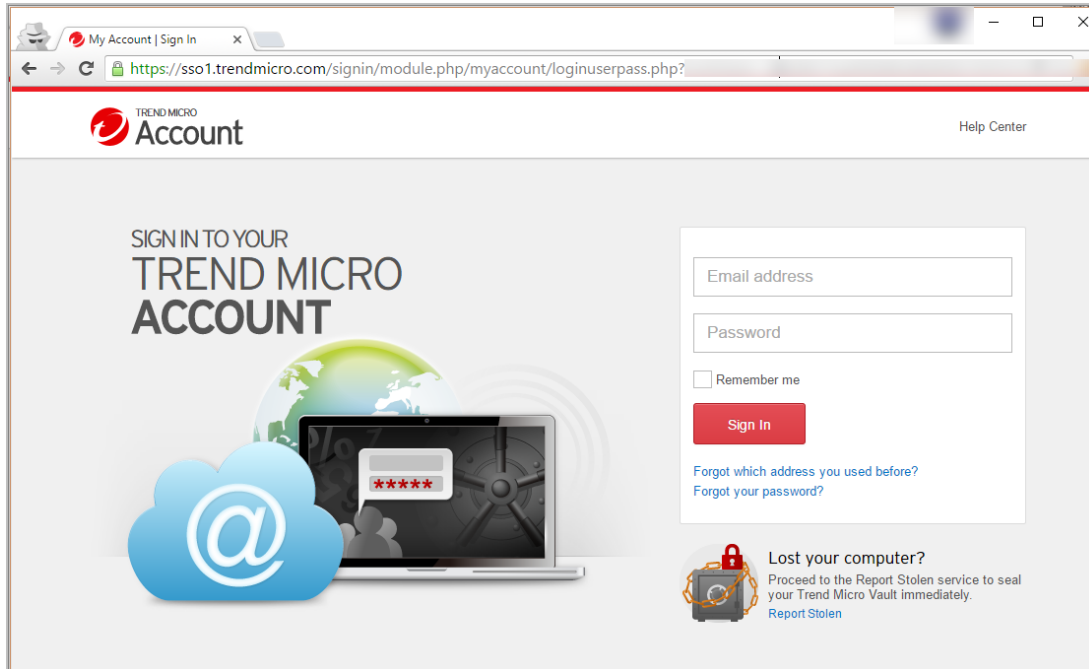
Source: <https://esupport.trendmicro.com/en-us/home/pages/technical-support/1103082.aspx>

15. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:

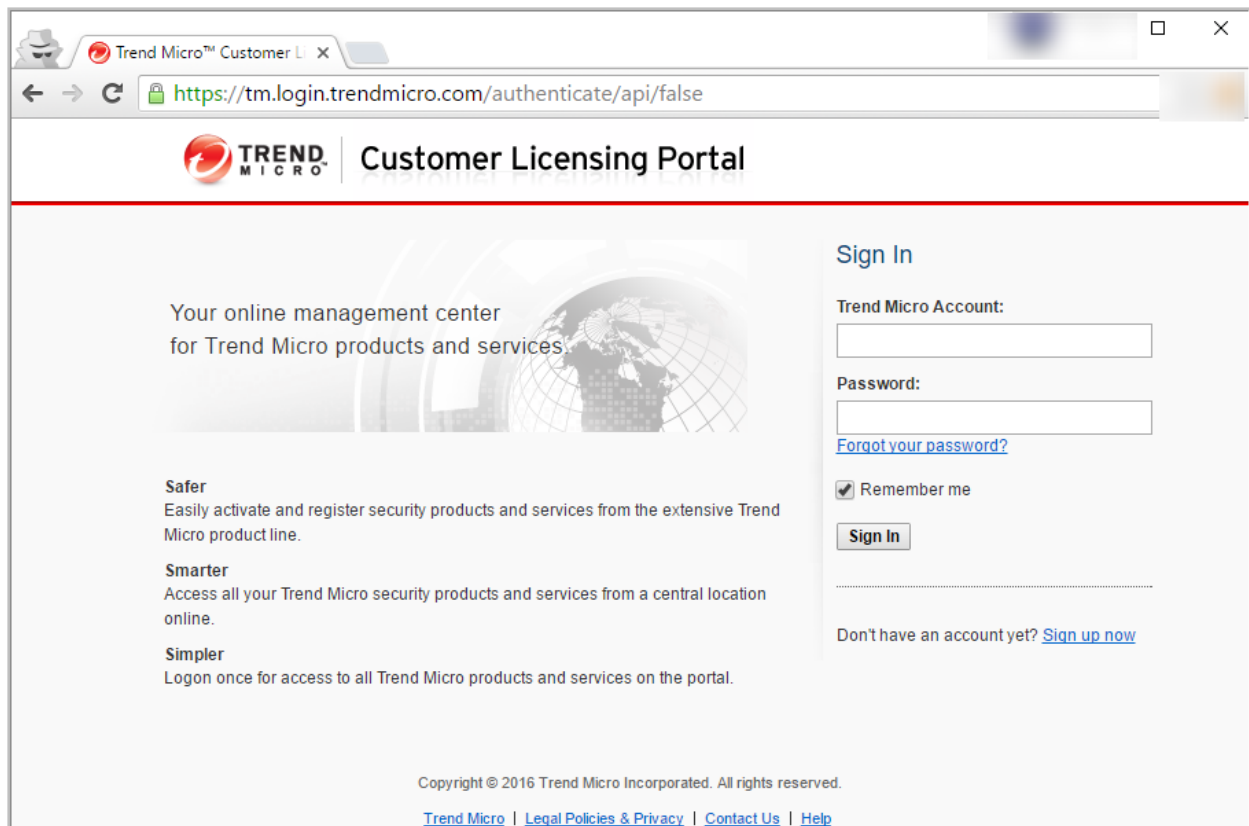


Source: <https://esupport.trendmicro.com/en-us/home/pages/technical-support/1059819.aspx>

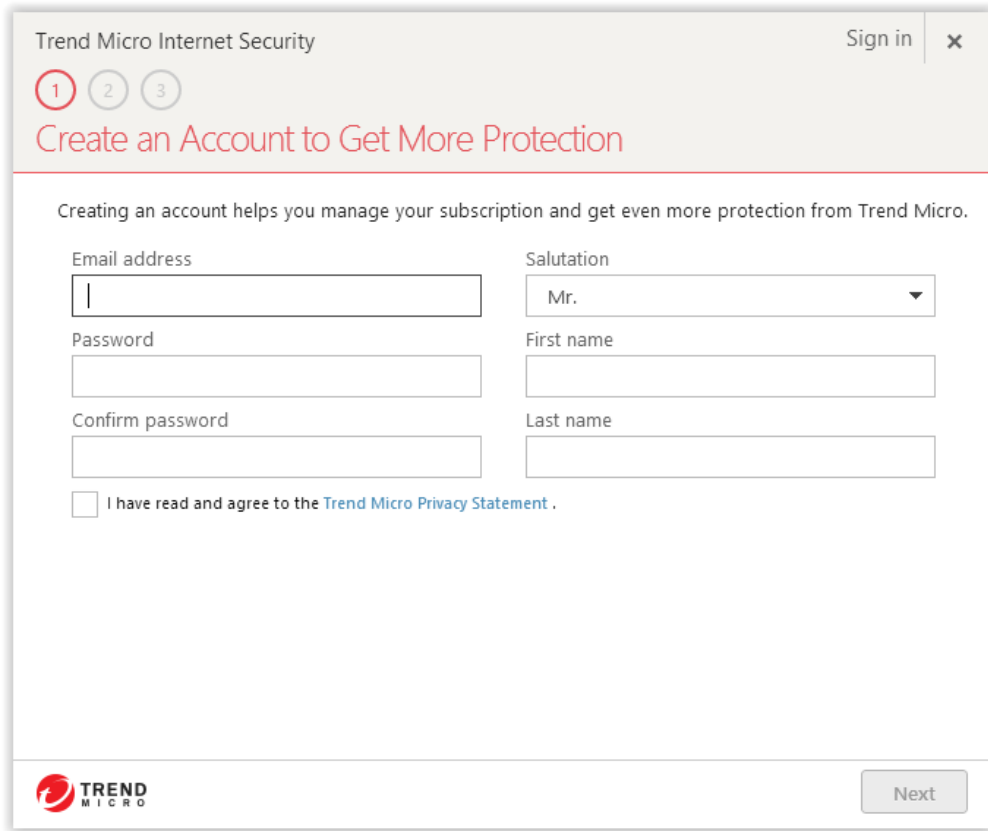
16. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:



17. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:



18. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:



The screenshot shows a web browser window titled "Trend Micro Internet Security" with a "Sign in" button and a close icon. Below the title bar, there are three numbered steps in circles, with the first step (1) highlighted in red. The main heading is "Create an Account to Get More Protection". Below this, a sub-heading reads: "Creating an account helps you manage your subscription and get even more protection from Trend Micro." The form contains the following fields:

- Email address: A text input field.
- Salutation: A dropdown menu with "Mr." selected.
- Password: A text input field.
- First name: A text input field.
- Confirm password: A text input field.
- Last name: A text input field.

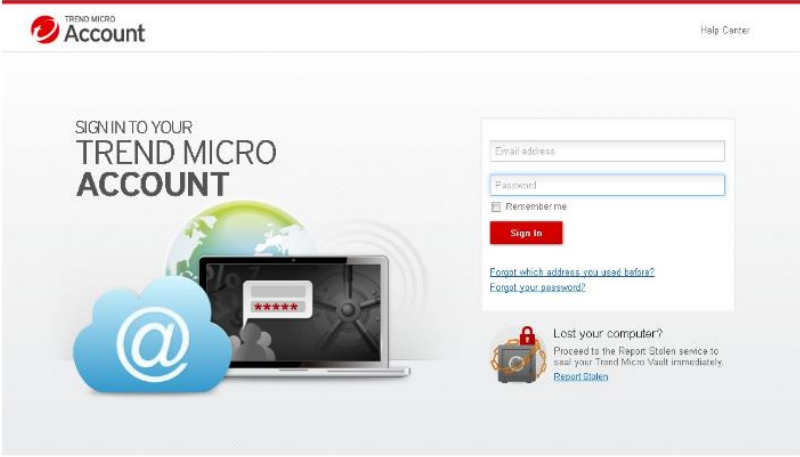
At the bottom of the form, there is a checkbox labeled "I have read and agree to the [Trend Micro Privacy Statement](#)". The Trend Micro logo is in the bottom left corner, and a "Next" button is in the bottom right corner.

19. Upon information and belief, the following describes, at least in part, how certain aspects of a representative sample of Defendant's software licensing and delivery system work:

Logging In To Trend Micro Account (MyAccount)

To log into your Trend Micro MyAccount, do the following:

1. Go to [Trend Micro Account \(MyAccount\)](#).



2. Type your email address and password then click **Sign In**.
You can now view and manage your Trend Micro subscriptions.

Source: <https://esupport.trendmicro.com/en-us/home/pages/technical-support/1054725.aspx>

20. Defendant has directly infringed, and continues to directly infringe one or more claims of the '466 Patent in this judicial district and elsewhere in Texas, including at least Claims 1, 2, 7, 8, 15, 17, 22, and 23, literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its software licensing and delivery system during the pendency of the '466 Patent which software and associated backend server architecture inter alia allows for installing application programs on a server, receiving a login request, establishing a user desktop, receiving a selection of one or more programs displayed in the user desktop and providing a program for execution.

21. In addition, should Defendant's software licensing and delivery system be found to not literally infringe the asserted claims of the '466 Patent, Defendant's accused products would nevertheless infringe the asserted claims of the '466 Patent. More specifically, the accused Defendant software delivery system performs substantially the same function (making computer games/software available for digital

download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (providing authorized games/software to a client for execution). Defendant would thus be liable for direct infringement under the doctrine of equivalents.

22. Defendant may have infringed the '466 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its software licensing and delivery system. Uniloc reserves the right to discover and pursue all such additional infringing software.

23. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '466 Patent and such damage will continue unless and until Defendant is enjoined.

COUNT II
(INFRINGEMENT OF U.S. PATENT NO. 6,728,766)

24. Uniloc incorporates the paragraphs above by reference.

25. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,728,766 ("the '766 Patent") entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR LICENSE USE MANAGEMENT ON A NETWORK that issued on April 27, 2004. A true and correct copy of the '766 Patent is attached as Exhibit B hereto.

26. Uniloc USA is the exclusive licensee of the '766 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

27. The '466 Patent has been referenced by over fifty other patent applications/patents including patents applications/patents by IBM, Microsoft, Netapp, Time Warner Cable, Fujitsu, AT&T, Toshiba, and Computer Associates.

28. Defendant has directly infringed, and continues to directly infringe one or more claims of the '766 Patent in this judicial district and elsewhere in Texas, including at least Claims 1, 3, 7, 9, 13, and

15, literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its software licensing and delivery system during the pendency of the '766 Patent which software and associated backend server architecture inter alia allow for maintaining user policy based license management information for application programs at a server, receiving a request for a license at the server, determining license availability based on the policy information, and providing an indication of availability or unavailability.

29. In addition, should Defendant's software licensing and delivery system be found to not literally infringe the asserted claims of the '766 Patent, Defendant's accused products would nevertheless infringe the asserted claims of the '766 Patent. More specifically, the accused software delivery system performs substantially the same function (making computer games/software available for digital download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (providing authorized games/software to a client for execution). Defendant would thus be liable for direct infringement under the doctrine of equivalents.

30. Defendant may have infringed the '766 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its software licensing and delivery system. Uniloc reserves the right to discover and pursue all such additional infringing software.

31. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '766 Patent and such damage will continue unless and until Defendant is enjoined.

COUNT III
(INFRINGEMENT OF U.S. PATENT NO. 6,324,578)

32. Uniloc incorporates the paragraphs above by reference.

33. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,324,578 ("the '578 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR

MANAGEMENT OF CONFIGURABLE APPLICATION PROGRAMS ON A NETWORK that issued on November 27, 2001. A true and correct copy of the '578 Patent is attached as Exhibit C hereto.

34. Uniloc USA is the exclusive licensee of the '578 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

35. The '578 Patent has been referenced by over one-hundred forty other patent applications/patents including patents applications/patents by IBM, Microsoft, Lucent, Netscape, General Electric, Hewlett Packard, Cisco, SAP, and Siemens.

36. Defendant has directly infringed, and continues to directly infringe one or more claims of the '578 Patent in this judicial district and elsewhere in Texas, including at least Claims 1-8, 10-24, 26-39, and 41-46 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its software licensing and delivery system during the pendency of the '578 Patent which software and associated backend server architecture inter alia allows for installing application programs having a plurality of configurable preferences and authorized users on a network, distributing an application launcher program to a user, the user obtaining a set of configurable preferences, obtaining an administrator set of configurable preferences and executing the application program using the user and administrator sets of configurable preferences responsive to a request from a user.

37. In addition, should Defendant's software licensing and delivery system be found to not literally infringe the asserted claims of the '578 Patent, Defendant's accused products would nevertheless infringe the asserted claims of the '578 Patent. More specifically, the accused software/system performs substantially the same function (making computer games available for digital download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (distributing application programs to a target on-demand server on a network). Defendant would thus be

liable for direct infringement under the doctrine of equivalents.

38. Defendant may have infringed the '578 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its software licensing and delivery system. Uniloc reserves the right to discover and pursue all such additional infringing software.

39. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '578 Patent and such damage will continue unless and until Defendant is enjoined.

COUNT IV
(INFRINGEMENT OF U.S. PATENT NO. 7,069,293)

40. Uniloc incorporates the paragraphs above by reference.

41. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,069,293 ("the '293 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR DISTRIBUTION OF APPLICATION PROGRAMS TO A TARGET STATION ON A NETWORK that issued on June 27, 2006. A true and correct copy of the '293 Patent is attached as Exhibit D hereto.

42. Uniloc USA is the exclusive licensee of the '293 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

43. The '293 Patent has been referenced by over eighty other patent applications/patents including patents applications/patents by Cisco, AT&T, Microsoft, AOL, SAP, and Samsung.

44. Defendant has directly infringed, and continues to directly infringe one or more claims of the '293 Patent in this judicial district and elsewhere in Texas, including at least Claims 1, 12, and 17 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its software licensing and delivery system during the pendency of the '293 Patent which software and associated backend server architecture *inter alia* allow for providing an application program

for distribution to a network server, specifying source and target directories for the program to be distributed, preparing a file packet associated with the program including a segment configured to initiate registration and distributing the file packet to the target on-demand server to make the program available for use by a client user.

45. In addition, should Defendant's software licensing and delivery system be found to not literally infringe the asserted claims of the '293 Patent, Defendant's accused products would nevertheless infringe the asserted claims of the '293 Patent. More specifically, the accused software distribution and management system performs substantially the same function (distributing application programs to a target on-demand server on a network), in substantially the same way (via a client/server environment to target on-demand users), to yield substantially the same result (making application programs available for use by target on-demand users). Defendant would thus be liable for direct infringement under the doctrine of equivalents.

46. Defendant may have infringed the '293 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its software licensing and delivery system. Uniloc reserves the right to discover and pursue all such additional infringing software.

47. Uniloc has been damaged, reparably and irreparably, by Defendant's infringement of the '293 Patent and such damage will continue unless and until Defendant is enjoined.

PRAYER FOR RELIEF

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

(A) that Defendant has infringed the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent;

(B) awarding Uniloc its damages suffered as a result of Defendant's infringement of the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 284;

(C) enjoining Defendant, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 283;

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

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

DEMAND FOR JURY TRIAL

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

Dated: August 8, 2016

Respectfully submitted,

/s/ James L. Etheridge

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