

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

UNILOC USA, INC. and UNILOC
LUXEMBOURG S.A.,

Plaintiff.

V.

DISTINCTIVE DEVELOPMENTS, LTD.,

Defendant.

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CIVIL ACTION NO. 6:12-cv-462
(Consolidated Lead Case)

JURY TRIAL DEMANDED

**PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR PATENT
INFRINGEMENT**

Plaintiffs Uniloc USA, Inc. (Uniloc USA) and Uniloc Luxembourg S.A. (Uniloc Luxembourg) (collectively, Uniloc) file this First Amended Complaint against Defendants Distinctive Developments Ltd.; Gameloft S.A.; Halfbrick Studios Pty, Ltd.; Laminar Research, LLC; and Square Enix, Inc. for infringement of U.S. Patent No. 6,857,067 (the 67 patent).

THE PARTIES

1. Uniloc USA, Inc. (‘‘Uniloc USA’’) is a Texas corporation with its headquarters and principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano, Texas 75024. Uniloc USA also maintains a place of business at 315 North Broadway, Suite 307, Tyler, Texas 75702.

2. Uniloc Luxembourg S.A. (ðUniloc Luxembourgö) is a corporation organized and existing under the laws of Luxembourg with its principal place of business at 15, rue Edward Steichen, L-2540, Luxembourg.

3. Uniloc Luxembourg and Uniloc USA are collectively referred to as "Uniloc."

Uniloc researches, develops, manufactures and licenses information security technology solutions, platforms and frameworks, including solutions for securing software applications and digital content. Uniloc's patented technologies enable software and content publishers to securely distribute and sell their high-value technology assets with minimum burden to their legitimate end users. Uniloc's technology is used in several markets, including software and game security, identity management, intellectual property rights management, and critical infrastructure security.

4. Distinctive Developments Ltd. (öDistinctive Developmentsö) is a limited company organized and existing under the laws of the United Kingdom with its principal place of business in Sheffield, England. Upon information and belief, Distinctive Developments does business in the State of Texas and in the Eastern District of Texas.

5. Gameloft S.A. (öGameloftö) is organized and exists under the laws of France with its principal place of business in Paris, France. Upon information and belief, Gameloft does business in the State of Texas and in the Eastern District of Texas.

6. Halfbrick Studios Pty Ltd. (öHalfbrickö) is a proprietary limited company organized and existing under the laws of Australia with its principal place of business in Queensland, Australia. Upon information and belief, Halfbrick does business in the State of Texas and in the Eastern District of Texas.

7. Laminar Research, LLC (öLaminar Researchö) is a South Carolina limited liability company with its principal place of business in Columbia, South Carolina. Upon information and belief, Laminar Research does business in the State of Texas and in the Eastern District of Texas.

8. Square Enix, Inc. (‐Square Enix‐) is a Washington corporation with its principal place of business in Los Angeles, California. Upon information and belief, Square Enix does business in the State of Texas and in the Eastern District of Texas.

9. Distinctive Developments, Gameloft, Halfbrick, Laminar Research, and Square Enix are collectively referred to as ‐Defendants‐.

JURISDICTION AND VENUE

10. Uniloc brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving its accused products in this judicial district and/or, has regular and established places of business in this judicial district.

12. Each Defendant is 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 its substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

13. Plaintiffs commenced separate suits against each Defendant in 2012, alleging that each Defendant had infringed ‐one or more claims‐ of the ‘067 patent, which is owned by

Uniloc Luxembourg and licensed by Uniloc USA. On February 1, 2013, the Court consolidated the cases, with the earliest filed civil action, Distinctive Developments, serving as the lead case for consolidated issues. Dkt. No. 43. Each Defendant was properly served in the earlier cases.

THE CLAIMS OF THE '067 PATENT.

14. Uniloc incorporates paragraphs 1 through 13 herein by reference.

15. Uniloc Luxembourg is the owner, by assignment, of the '067 patent, entitled "SYSTEM AND METHOD FOR PREVENTING UNAUTHORIZED ACCESS TO ELECTRONIC DATA." A true and correct copy of the '067 patent is attached as Exhibit A.

16. Uniloc USA is the exclusive licensee of the '067 patent with ownership of all substantial rights in the '067 patent, including the right to grant sublicenses, exclude others and to enforce, sue and recover damages for past and future infringements.

17. The '067 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

18. Claim 21 of the '067 patent reads as follows:

A system according to claim 1, wherein the licensing medium comprises a memory installed in a cellular telephone.

19. Claim 1 of the '067 patent reads as follows:

A system for preventing unauthorized access to electronic data on an electronic device, the system comprising:

a portable licensing medium configured to communicate with the electronic device and to store license data, the license data configured to be used by the electronic device to determine whether to allow access to the electronic data; and

a registration authority configured to communicate with the electronic device, the registration authority having verification data for verifying the license data stored on the licensing medium,

wherein the registration authority provides updated license data for the licensing medium.

20. Claim 22 depends from Claim 21 of the -067 patent reads as follows:

A system according to claim 21, wherein the licensing medium is not removable from the cellular telephone.

COUNT I
(DIRECT INFRINGEMENT OF U.S. PATENT NO. 6,857,067
AGAINST ALL DEFENDANTS)

21. Uniloc incorporates paragraphs 1 through 20 herein by reference.

22. Distinctive Developments is directly infringing Claims 21 and 22 of the -067 patent in this judicial district and elsewhere in Texas, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing Android based applications for use on cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application, including, but not limited to, Rugby Nations 15 and 16.

23. Gameloft is directly infringing Claims 21 and 22 of the -067 patent in this judicial district and elsewhere in Texas, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing Android based applications for use on cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application, including, but not limited to Uno & Friends.

24. Halfbrick is directly infringing Claims 21 and 22 of the -067 patent in this judicial district and elsewhere in Texas, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing Android based applications for use on

cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application, including, but not limited to, Fruit Ninja.

25. Laminar Research is directly infringing Claims 21 and 22 of the -067 patent in this judicial district and elsewhere in Texas, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing Android based applications for use on cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application, including, but not limited to X-Plane 10 Flight Simulator.

26. Square Enix is directly infringing Claims 21 and 22 of the -067 patent in this judicial district and elsewhere in Texas, without the consent or authorization of Uniloc, by or through making, using, offering for sale, selling and/or importing Android based applications for use on cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application, including, but not limited to, Final Fantasy III and FINAL FANTASY IX.

27. Defendants' infringing Android based applications for use on cellular telephones and/or tablet devices that require communication with a server to perform a license check to prevent the unauthorized use of said application are hereinafter referred to, collectively, as the "Infringing Android Applications."

28. Uniloc has been damaged as a result of each Defendant's infringing conduct described in this Count. Each Defendant is, thus, liable to Uniloc in an amount that adequately compensates it for each Defendant's infringements, which, by law, cannot be less than a

reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

29. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, Uniloc and all predecessors in interest to the '067 patent complied with any such requirements.

COUNT II
(CONTRIBUTORY INFRINGEMENT OF U.S. PATENT NO. 6,857,067
AGAINST ALL DEFENDANTS)

30. Uniloc incorporates paragraphs 1 through 29 herein by reference.

31. 35 U.S.C. § 271(c) provides, "[w]hoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use, shall be liable as a contributory infringer."

32. Defendants' Infringing Android Applications are not staple articles or commodities of commerce capable of substantial non-infringing use.

33. Defendants have actual knowledge of the '067 patent and the invention claimed therein at least as early as the date that the first Complaint was served.

34. Defendants, as creators and/or developers of Android applications, have specialized knowledge and expertise with systems that require a server to perform a license check to prevent the unauthorized use of said applications, including the Infringing Android Applications. Because of this knowledge and expertise, Defendants know that their Infringing

Android Applications are especially made or adapted for uses that infringe the -067 patent.

35. Despite their actual knowledge, Defendants continue to make, use, sell, offer to sell, and/or import the Infringing Android Applications and thereby contribute to direct infringement of Claims 21 and 22 by third parties including, at least, the users of said applications.

36. On information and belief, by making, importing, using, selling, and/or offering for sale, their Infringing Android Applications to users thereof, knowing that said applications are especially made or adapted for infringement of the -067 patent, Defendants are liable for contributory infringement of the -067 patent.

COUNT III
**(ACTIVE INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 6,857,067
AGAINST ALL DEFENDANTS)**

37. Uniloc incorporates paragraphs 1 through 36 herein by reference.

38. 35 U.S.C. § 271(b) provides, ö[w]hoever actively induces infringement of a patent shall be liable as an infringer.ö

39. Defendants have actual knowledge of the -067 patent and the invention claimed therein at least as early as the date that the first Complaint was served.

40. Defendants have communicated with and instructed third parties on how to use the Infringing Android Applications and thereby infringe Claims 21 and 22 of the -067 patent. Defendantsøprovide and/or cause to be provided written and electronic instructions and tutorials on how to use the Infringing Android Applications. *See, e.g.*

- www.distinctivegames.com/games;
- www.gameloft.com;

- <http://halfbrick.com/our-games/>;
- www.x-plane.com/support/landing/; and
- <http://eu.square-enix.com/en/games>.

41. Defendants actively provide access to their Infringing Android Applications through third parties including Google Play, located at <https://play.google.com/store?hl=en>.

42. Despite their actual knowledge, Defendants continue to make, use, sell, offer to sell, and/or import the Infringing Android Applications and thereby induced third parties, including at least users of said applications, to directly infringe Claims 21 and 22 of the '067 patent.

43. Defendants have actively and knowingly aided and abetted direct infringement of Claims 21 and 22 of the '067 patent by third parties including, at least, users of the Infringing Android Applications.

44. On information and belief, Defendants intend to cause the acts which they know constitute direct infringement of Claims 21 and 22 of the '067 patent.

JURY DEMAND

Uniloc hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Uniloc requests that the Court find in its favor and against each Defendant, and that the Court grant Uniloc the following relief:

- a. Judgment that one or more claims of the '067 patent has been infringed, either literally and/or under the doctrine of equivalents, by each Defendant;
- b. Judgment that each Defendant account for and pay to Uniloc all damages to and costs incurred by Uniloc because of each Defendant's infringing activities and

other conduct complained of herein;

- c. Judgment that each Defendant account for and pay to Uniloc a reasonable, on-going, post judgment royalty because of each Defendant's infringing activities and other conduct complained of herein;
- d. That Uniloc be granted pre-judgment and post-judgment interest on the damages caused by each Defendant's infringing activities and other conduct complained of herein; and
- e. That Uniloc be granted such other and further relief as the Court may deem just and proper under the circumstances.

Respectfully submitted,

Dated: September 7, 2016

/s/Jonathan D. Jay

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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of September, 2016, I electronically filed the foregoing document with the clerk of the Court for the U.S. District Court, Eastern District of Texas, Tyler Division, using the electronic case filing system of the court. The electronic case filing system sent a "Notice of Electronic Filing" to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

Dated this 7th day of September, 2016.

/s/Jonathan D. Jay