

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

**MARKING OBJECT VIRTUALIZATION
INTELLIGENCE, LLC,**

Plaintiff,

v.

**HUAWEI TECHNOLOGIES CO., LTD.;
HUAWEI DEVICE CO., LTD.; HUAWEI
TECHNOLOGIES USA, INC.; HUAWEI
DEVICE USA, INC.; AND HUAWEI
ENTERPRISE USA, INC.,**

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Marking Object Virtualization Intelligence, LLC (“MOV Intelligence” or “Plaintiff”), by and through its attorneys, brings this action and makes the following allegations of patent infringement relating to U.S. Patent Nos.: 7,200,230 (“the ‘230 patent”); 6,802,006 (“the ‘006 patent”); 6,510,516 (“the ‘516 patent”); 7,650,504 (“the ‘504 patent”); and 7,124,114 (“the ‘114 patent”) (collectively, the “patents-in-suit” or the “MOV Intelligence Patents”). Defendants Huawei Technologies Co., Ltd.; Huawei Device Co., Ltd.; Huawei Technologies USA, Inc.; Huawei Device USA, Inc.; and Huawei Enterprise USA, Inc. (collectively, “Huawei” or “Defendant”) infringe each of the patents-in-suit in violation of the patent laws of the United States of America, 35 U.S.C. § 1 *et seq.*

INTRODUCTION

1. MOV Intelligence and its wholly-owned subsidiary, MOV Global Licensing LLC (“MOV Global Licensing”) pursues the reasonable royalties owed for Huawei’s unauthorized use of patented groundbreaking technology both here in the United States and throughout

Europe. MOV Intelligence and its subsidiaries were assigned the rights to these patented technologies by Rovi Corporation (“Rovi”).¹

2. Rovi Corporation was a pioneer and leader in protecting computer technology, including digital rights management (“DRM”) and digital watermarking systems. Rovi assigned MOV Intelligence rights to over 233 patents including many of John O. Ryan’s, the founder of Rovi predecessor Macrovision, groundbreaking patents.²

THE PARTIES

MARKING OBJECT VIRTUALIZATION INTELLIGENCE, LLC

3. Marking Object Virtualization Intelligence, LLC (“MOV Intelligence”) is a Texas limited liability company with its principal place of business located at 903 East 18th Street, Suite 217, Plano, Texas 75074. MOV Intelligence is committed to advancing the current state of DRM and watermarking technologies.

4. MOV Intelligence Global Licensing, LLC (“MOV Global Licensing”) is a wholly-owned subsidiary of MOV Intelligence and assists in the licensing of MOV Intelligence’s patents in territories outside the United States with a focus on the European Union (and the United Kingdom).³ MOV Intelligence Global Licensing, LLC is a corporation organized under the laws of Delaware.

5. Rovi assigned the following patents to MOV Intelligence: U.S. Patent Nos. 7,299,209; 6,510,516; 6,802,006; 7,650,504; 6,813,640; 7,650,418; 7,200,230; 7,124,114; 6,381,367; 6,374,036; 6,360,000; 6,553,127; 6,701,062; 6,594,441; 7,764,790; 8,014,524; 6,931,536; and International Patent Nos. DE60047794; DE60148635.8; DE60211372.5; DE69901231.7-08; DK1047992; EP1047992; EP1303802; EP1332618; EP1444561;

¹ On April 29, 2016, Rovi Corporation acquired TiVo, Inc. The combined company operates under the name TiVo, Inc.

² See U.S. Patent Nos. 6,381,367; 7,764,790; 6,701,062; 8,014,524; German Patent Nos. DE60001837 and DE60001837D1; Chinese Patent No. CN1186941C; Canadian Patent No. CA2379992C; European Patent No. EP1198959B1; and Japanese Patent No. JP4387627B2.

³ Wolfram Schrag, *EU-Patent steht auf der Kippe*, BR.COM NACHRICHTEN (August 2016).

ES1047992; FR1047992; FR1303802; FR1332618; FR1444561; GB1047992; GB1303802; GB1332618; GB1444561; GR3040059; IE1047992; IE1444561; IT1047992; NL1047992; NL1444561; PT1047992; and SE1047992.

6. MOV Intelligence has the right to sublicense the following international patent assets: AT1020077; AT1198959; AT1080584; ATE232346; AT1020077; AU729762; AU741281; AU753421; AU743639; AU714103; AU729762; AU2002351508; AU765747; AU2000263715; BE1020077; BE1198959; BE1020077; BE1080584; BE900498; BRPI 9812908-2; BR9709332.7; BRPI 9812908-2; CA2305254; CA2332546; CA2379992; CA2305254; CA2332548; CA2557859; CA2252726; CA2462679; CA2315212; CA2416304; CA2425115; CH1020077; CH1080584; CH900498; CH1020077; CH1047992; CNZL98809610.2; CNZL99806376.2; CNZL00811179.0; CNZL98809610.2; CNZL99806377.0; CNZL97194746.5; CNZL02820738.6; CNZL99802008.7; CNZL00819775.X; CNZL200510089437; DE69807102.608; DE60001837.7; DE69908352.4-08; DE69718907.4-08; DE69807102.608; DK1020077; DK1080584; DK1198959; DK1020077; DK900498; EP1020077; EP1198959; EP1080584; EP900498; EP1020077; ES1020077; ES1198959; ES1080584; ESES2191844; ES1020077; FI1020077; FI1080584; FI1020077; FI900498; FR1020077; FR1198959; FR1080584; FR900498; FR1020077; GB1020077; GB1198959; GB1080584; GB900498; GB1020077; GR3041381; GR3045620; GR3043304; GR3041381; HK1028696; HKHK1035625; HK1028696; HK1035282; HK1018562; HKHK1069234; HKHK1057115; HK1083653B; IE1020077; IE1198959; IE1020077; IE1080584; IE900498; IL135498; IL139543; IL148002; IL135498; IL139544; IN201442; IN220504; IN201442; IN207829; IT1020077; IT1080584; IT900498; IT1020077; JP4139560; JP4263706; JP4387627; JP4551617; JP4139560; JP4263706; JP3542557; JP4627809; JP4698925; JP4366037; JP4307069; KR374920; KR422997; KR761230; KR374920; KR362801; KR478072; KR689648; KR539987; KR752067; KR728517; KR593239; MX223464; MX231725; MX226464; MX223464; MX212991; MX214637; MX237690; MX240845; MYMY-123159-A; MYMY-123159-A; NL1020077; NL1198959; NL1080584;

NL900498; NL1020077; NZ503280; NZ507789; NZ503280; NZ532122; PT1010077; PT1198959; PT1080584; PT900498; PT1010077; RU2195084; RU2216121; RU2251821; RU2195084; RU2208301; RU2258252; SE1020077; SE1198959; SE1080584; SE900498; SE1020077; SG71485; SG76965; SG86547; SG76964; SG71485; TWNI117461; TWNI-124303; TWNI-130428; TWNI1600674; TWNI-162661; TWNI-202640; TWNI117461; TWNI-130754; and TWNI-184111.

HUAWEI TECHNOLOGIES CO., LTD.

7. On information and belief, Huawei Technologies Co., Ltd. is a Chinese corporation with its principal place of business at Bantian, Longgang District, Shenzhen, People's Republic of China.

8. On information and belief, Huawei Technologies Co., Ltd. has previously asserted patents in the Eastern District of Texas. *See, e.g., Huawei Technologies Co., Ltd. v. T-Mobile US, Inc., et al.*, Case No. 2:16-cv-00052 (E.D. Tex. Jan. 15, 2016).

HUAWEI DEVICE CO., LTD.

9. On information and belief, Huawei Device Co., Ltd. is a Chinese corporation with its principal place of business at Bantian, Longgang District, Shenzhen, People's Republic of China.

HUAWEI TECHNOLOGIES USA, INC.

10. On information and belief, Huawei Technologies USA, Inc. is a Texas corporation with a principal place of business at 5700 Tennyson Parkway, Suite 600, Plano, Texas 75024. Huawei Technologies USA, Inc. can be served through its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

HUAWEI DEVICE USA, INC.

11. On information and belief, Huawei Device USA, Inc. is a Texas corporation with a principal place of business at 5700 Tennyson Parkway, Suite 600, Plano, Texas 75024.

Huawei Technologies USA, Inc. can be served through its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

HUAWEI ENTERPRISE USA, INC.

12. On information and belief, Huawei Enterprise USA, Inc. is a California corporation with a principal place of business at 3965 Freedom Circle, 11th Floor, Santa Clara, California 95054. Huawei Enterprise USA, Inc. can be served through its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

13. On information and belief, each Defendant is a wholly-owned subsidiary of Huawei Investment & Holding Co., Ltd.

JURISDICTION AND VENUE

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

15. Upon information and belief, this Court has personal jurisdiction over Huawei in this action because Huawei has committed acts within the Eastern District of Texas giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Huawei would not offend traditional notions of fair play and substantial justice. Huawei, directly and/or through subsidiaries or intermediaries (including distributors, retailers, and others), has committed and continues to commit acts of infringement in this District by, among other things, offering to sell and selling products and/or services that infringe the patents-in-suit. In addition, Defendant Huawei is registered to do business in the State of Texas.

16. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(d) and 1400(b). Huawei is registered to do business in Texas, and upon information and belief, has transacted business in the Eastern District of Texas and has committed acts of direct and indirect infringement in the Eastern District of Texas.

MOV INTELLIGENCE'S LANDMARK INVENTIONS

17. The groundbreaking inventions in DRM and digital watermarking taught in the patents-in-suit were pioneered by Rovi. Rovi, established in 1983 under the name Macrovision, was a trailblazing technology company focused on inventing and bringing to market fundamental technologies designed to allow producers and distributors of film and music to widely distribute their products while simultaneously protecting their art from unauthorized copying.⁴

Macrovision's copy protection technology became so important to content creators that Congress specifically regulated the manufacture and sale of technology that was incompatible with Macrovision's copy protection technology. *See* 17 U.S.C. § 1201(k)(1) ("unless such recorder conforms to the automatic gain control copy control technology").⁵ Rovi broadened its focus to include copy protection and DRM for other media,⁶ including computer executables, firmware, operating system images, watermarking, and encryption.

18. MOV Intelligence's patent portfolio, which includes more than 233 issued patents worldwide, is a direct result of Rovi's substantial investment in research and development. The asserted MOV Intelligence patents are reflective of this history of innovation, embodying a number of firsts in the development of DRM and watermarking technologies.

19. MOV Intelligence long-term financial success depends in part on its ability to establish, maintain, and protect its proprietary technology through patents. Defendant's

⁴ Aljean Harmetz, *Cotton Club Cassettes Coded to Foil Pirates*, N.Y. TIMES (April 24, 1985).

⁵ *See also* David Nimmer, *Back from the Future: A Proleptic Review of the Digital Millennium Copyright Act*, 16 BERKELEY TECH. L.J. 855, 862 (2001) (The DMCA "contains a welter of corporation-specific features, relating to Macrovision Corp. The features in question relate to section 1201's controls on consumer analog devices.") (citations omitted).

⁶ *See* Michael Arnold et al., TECHNIQUES AND APPLICATIONS OF DIGITAL WATERMARKING AND CONTENT PROTECTION 203 (2002) (Describing Rovi's Cactus Data Shield product which by 2002 had been used in over 100 million compact discs. "This scheme [Rovi Cactus Data Shield] operates by inserting illegal data values instead of error-correcting codes."); *see also* Rovi *SafeDisc Copy Protection Overview*, MACROVISION CORPORATION DATASHEET at 2 (1999) ("SafeDisc incorporates a unique authentication technology that prevents the re-mastering of CD-ROM titles and deters attempts to make unauthorized copies. The SafeDisc authentication process ensures that consumers will only be able to play original discs. The user is forced to purchase a legitimate copy."); Kirby Kish, MACROSAFE SYSTEM: A SOLUTION FOR SECURE DIGITAL MEDIA DISTRIBUTION at 7 (January 2002) (showing the architecture of the MacroSafe system and use of a DRM Server and Key Escrow Server).

infringement presents significant and ongoing damage to MOV Intelligence's business. Huawei, in an effort to expand its product base and profit from the sale of patented technology, has chosen to incorporate MOV Intelligence's fundamental technology without a license or payment.

THE ASSERTED PATENTS

U.S. PATENT NO. 7,200,230

20. U.S. Patent No. 7,200,230 (the "'230 patent"), entitled "System and Method for Controlling and Enforcing Access Rights to Encrypted Media," was filed January 15, 2001, and claims priority to April 6, 2000. MOV Intelligence is the owner by assignment of the '230 patent. A true and correct copy of the '230 patent is attached hereto as Exhibit A. The '230 patent claims specific methods and systems for extending the capabilities of rights controlled access media systems. Further, the system and methods provide for designation and authentication of the identity of the data processor upon/through which a data object is to be used. The system and methods also provide for encryption of a data object and its associated rules such that only a designated data processor can decrypt and use the data object. The system and methods further provide for designation and authentication of the identity of a user by whom the data object is to be used. The system and methods also provide for encryption of a data object and its associated rules such that only a designated user can decrypt and use the data object.

21. The '230 patent has been cited by over 180 issued United States patents and published patent applications as relevant prior art. Specifically, patents issued to the following companies have cited the '230 patent as relevant prior art:

- International Business Machines Corporation
- Qualcomm Incorporated
- Autodesk, Inc.
- NTT Docomo, Inc.
- Hitachi, Ltd.
- Koninklijke Phillips Electronics N.C.
- Hewlett-Packard Development Company L.P.
- Time Warner Cable, Inc.

- Cisco Systems, Inc.
- Blackberry Limited
- Arris Enterprises, Inc.
- Meshnetworks, Inc.
- Google, Inc. (now Alphabet, Inc.)
- Oracle Corporation
- General Instrument Corporation
- Symantec Corporation
- Siemens Aktiengesellschaft
- AT&T, Inc.
- Nokia Corporation
- Verizon Communications, Inc.
- Voltage Security, Inc.
- Scientific-Atlanta, Inc. (subsequently acquired by Cisco Systems, Inc.)
- Telefonaktiebolaget LM Ericsson

22. The '230 patent claims a technical solution to a problem unique to the transmission of digital information over a network – providing systems and methods for extending the capabilities of rights controlled access to digital content using three layers of encryption.

U.S. PATENT NO. 6,802,006

23. U.S. Patent No. 6,802,006 (the “'006 patent”), entitled “System and Method of Verifying the Authenticity of Dynamically Connectable Executable Images,” was filed on July 22, 1999, and claims priority to January 15, 1999. MOV Intelligence is the owner by assignment of the '006 patent. A true and correct copy of the '006 patent is attached hereto as Exhibit B. The '006 patent claims specific methods and systems for verifying the authenticity of executable images. The system includes a validator that determines a reference digital signature for an executable image using the contents of the executable image excluding those portions of the executable that are fixed-up by a program loader. The validator then, subsequent to the loading of the executable image, determines an authenticity digital signature to verify that the executable image has not been improperly modified.

24. The '006 patent has been cited by over 85 issued United States patents and published patent applications as relevant prior art. Specifically, patents issued to the following companies have cited the '006 patent as relevant prior art:

- Intertrust Technologies Corporation
- International Business Machines Corporation
- Intel Corporation
- Microsoft Corporation
- Check Point Software Technologies, Inc.
- Nokia Corporation
- Ipass, Inc.
- Nytell Software LLC
- Amazon Technologies, Inc.
- Panasonic Corporation
- Matsushita Electric Ind. Co. Ltd.
- NXP B.V. (now Cisco Systems, Inc.)
- Intel Corporation
- Hewlett-Packard Development Company, L.P.
- Apple, Inc.
- Lockheed Martin Corporation
- Symantec Corporation
- Zone Labs, Inc.

25. The '006 patent claims a technical solution to a problem unique to computer systems: verifying and authenticating executable images.

U.S. PATENT NO. 6,510,516

26. U.S. Patent No. 6,510,516 (the “'516 patent”), entitled “System and Method for Authenticating Peer Components,” was filed on January 15, 1999, and claims priority to January 16, 1998. MOV Intelligence is the owner by assignment of the '516 patent. A true and correct copy of the '516 patent is attached hereto as Exhibit C. The '516 patent claims specific methods and systems for controlling the usage of data objects in component object systems. According to the invention, each data object includes a peer list that defines one or more peer data objects that are required by the data object. Upon receipt of a data object, the system verifies the integrity of the data object. Further, the system identifies the integrity of the peer data objects.

27. The '516 patent family has been cited by over 108 issued United States patents and published patent applications as relevant prior art. Specifically, patents issued to the following companies have cited the '516 patent as relevant prior art:

- America Online, Inc.
- LG Electronics, Inc.
- Microsoft Corporation
- Samsung Electronics Co., Ltd.
- First Data Corporation
- International Business Machines Corporation
- Pixar, Inc. (now a subsidiary of the Walt Disney Company)
- Adobe Systems Incorporated
- The Western Union Company
- Verizon Communications, Inc.
- JPMorgan Chase & Co.
- Electronics and Telecommunications Research Institute (ETRI)
- Siemens Medical Solutions USA, Inc.

U.S. PATENT NO. 7,650,504

28. U.S. Patent No. 7,650,504 (the “‘504 patent”), entitled “System and Method of Verifying the Authenticity of Dynamically Connectable Executable Images,” was filed on August 23, 2004, and claims priority to July 22, 1999. MOV Intelligence is the owner by assignment of the '504 patent. A true and correct copy of the '504 patent is attached hereto as Exhibit D. The '504 patent claims specific methods and systems for verifying the authenticity of executable images. The systems and methods taught in the '504 patent incorporate a validator that determines a reference digital signature for an executable image using the contents of the executable image excluding those portions of the executable that are fixed-up by a program loader. The validator then, subsequent to the loading of the executable image, determines an authenticity digital signature to verify that the executable image has not been improperly modified. In addition, the validator ensures that each of the pointers in the executable image have not been improperly redirected.

29. The '504 patent and its underlying application have been cited by over 30 issued United States patents and published patent applications as relevant prior art. Specifically, patents issued to the following companies have cited the '504 patent as relevant prior art:

- Qualcomm Incorporated
- Intel Corporation
- Micro Beef Technologies, Ltd
- Microsoft Corporation
- Apple, Inc.
- Symantec Corporation
- Samsung Electronics Co., Ltd.
- Cybersoft Technologies, Inc.
- Electronics and Telecommunications Research Institute (ETRI)

30. The '504 patent claims a technical solution to a problem unique to the transmission of digital information over a network: verifying the identity of a software application in a dynamic loading environment. In particular, the system determines whether a software application that has been dynamically connected to another data object has been tampered with subsequent to the execution of the software application.

U.S. PATENT NO. 7,124,114

31. U.S. Patent No. 7,124,114 (the "'114 patent'"), entitled "Method and Apparatus for Determining Digital A/V Content Distribution Terms Based on Detected Piracy Levels," was filed on November 9, 2000. MOV Intelligence is the owner by assignment of the '114 patent. A true and correct copy of the '114 patent is attached hereto as Exhibit E. The '114 patent claims specific methods and systems for distributing copyrighted material over a computer network. Specifically, the '114 patent teaches the providing of protected material to a prospective recipient according at least in part to information of unauthorized copying of other protected material previously provided to the prospective recipient; and providing or withholding a copy of the protected material to the prospective recipient in accordance with the terms. The '114 patent also discloses the use of a first set of program code which serves to ascertain terms for providing a protected material to a prospective recipient according at least in part to information of unauthorized copying of other protected material previously provided to the prospective

recipient. The first set of program code also serves to provide or withhold a copy of the protected material to or from the prospective recipient in accordance with the terms.

32. The '114 patent family has been cited by over 39 issued United States patents and published patent applications as relevant prior art. Specifically, patents issued to the following companies have cited the '114 patent as relevant prior art:

- Google, Inc.
- NBCUniversal Media, Inc.
- Digimarc Corporation
- Hewlett-Packard Development Company, L.P.
- Aigo Research Institute of Image Computing Co., Ltd.
- AT&T Intellectual Property I, L.P.
- General Electric Company
- The Nielsen Company (US), LLC
- Sca Ipla Holdings, Inc.
- Thomson Licensing, Inc.
- Fujitsu Limited

33. The '114 patent claims a technical solution to a problem unique to the transmission of digital information over a network: preventing the unauthorized copying of digital content. The patent teaches the use of a server that manages access to content according to terms determined from information stored in a database of prior unauthorized copying attributed to that recipient.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,200,230

34. MOV Intelligence references and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

35. Huawei designs, makes, uses, sells, and/or offers for sale in the United States products and/or services for digital rights management.

36. Huawei designs, makes, sells, offers to sell, imports, and/or uses the Huawei Secospace Next-Generation Firewalls Model Numbers: USG6305, USG6305-W, USG6310S, USG6310S-W, USG6310S-WL-OVS, USG6320, USG6330, USG6350, USG6360, USG6370,

USG6380, USG6390, USG6620, USG6630, USG6650, USG6660, USG6670, and USG6680 (collectively, the “Huawei ‘230 Product(s)”).

37. On information and belief, one or more Huawei subsidiaries and/or affiliates use the Huawei ‘230 Products in regular business operations.

38. On information and belief, one or more of the Huawei ‘230 Products include digital rights management technology.

39. On information and belief, one or more of the Huawei ‘230 Products enable associating a user program key with a user program configured to run on a user data processor.

40. On information and belief, the Huawei ‘230 Products are available to businesses and individuals throughout the United States.

41. On information and belief, the Huawei ‘230 Products are provided to businesses and individuals located in the Eastern District of Texas.

42. On information and belief, the Huawei ‘230 Products enable determining whether the use of the data object is to be restricted to a particular user data processor.

43. On information and belief, the Huawei ‘230 Products comprise a system wherein a machine key device is associated with the particular user data processor. Further, the machine key device is accessible by the user program, and the machine key device maintains a portion of a machine key.

44. On information and belief, the Huawei ‘230 Products enable encrypting a data object so the decryption of a first secure layer and a second secure layer of the encrypted data object requires the user program key and the machine key.

45. On information and belief, the Huawei ‘230 Products enable determining whether the use of the data object is to be restricted to a particular user.

46. On information and belief, the Huawei ‘230 Products provide for the designation and authentication of the identity of a user by whom the data object is to be used.

47. On information and belief, the Huawei ‘230 Products enable associating a user key device with the particular user. Further, the Huawei ‘230 Products enable the user key

device to be made accessible by the user program. And, the user key device maintains a portion of a user key.

48. On information and belief, the Huawei '230 Products contain functionality for encrypting a data object so the decryption of a third secure layer of the encrypted data object requires the user key.

49. On information and belief, the Huawei '230 Products contain functionality wherein the third key used by the system for managing digital rights is the media access controller (MAC) address of the user data processor.

50. On information and belief, the Huawei '230 Products provide for encryption of a data object so only a designated data processor can decrypt and use the data object.

51. On information and belief, the Huawei '230 Products enable user specific digital rights management authorization and access.

52. On information and belief, Huawei has directly infringed and continues to directly infringe the '230 patent by, among other things, making, using, offering for sale, and/or selling digital content protection technology, including but not limited to the Huawei '230 Products, which include infringing digital rights management technology. Such products and/or services include, by way of example and without limitation, the Huawei Secospace Next-Generation Firewalls Model Numbers: USG6305, USG6305-W, USG6310S, USG6310S-W, USG6310S-WL-OVS, USG6320, USG6330, USG6350, USG6360, USG6370, USG6380, USG6390, USG6620, USG6630, USG6650, USG6660, USG6670, and USG6680.

53. By making, using, testing, offering for sale, and/or selling digital rights management products and services, including but not limited to the Huawei '230 Products, Huawei has injured MOV Intelligence and is liable to MOV Intelligence for directly infringing one or more claims of the '230 patent, including at least claim 39, pursuant to 35 U.S.C. § 271(a).

54. On information and belief, Huawei also indirectly infringes the '230 patent by actively inducing infringement under 35 USC § 271(b).

55. On information and belief, Huawei had knowledge of the '230 patent since at least service of this Complaint or shortly thereafter, and on information and belief, Huawei knew of the '230 patent and knew of its infringement, including by way of this lawsuit.

56. On information and belief, Huawei intended to induce patent infringement by third-party customers and users of the Huawei '230 Products and had knowledge that the inducing acts would cause infringement or was willfully blind to the possibility that its inducing acts would cause infringement. Huawei specifically intended and was aware that the normal and customary use of the accused products would infringe the '230 patent. Huawei performed the acts that constitute induced infringement, and would induce actual infringement, with knowledge of the '230 patent and with the knowledge that the induced acts would constitute infringement. For example, Huawei provides the Huawei '230 Products that have the capability of operating in a manner that infringe one or more of the claims of the '230 patent, including at least claim 39, and Huawei further provides documentation and training materials that cause customers and end users of the Huawei '230 Products to utilize the products in a manner that directly infringe one or more claims of the '230 patent. By providing instruction and training to customers and end-users on how to use the Huawei '230 Products in a manner that directly infringes one or more claims of the '230 patent, including at least claim 39, Huawei specifically intended to induce infringement of the '230 patent. On information and belief, Huawei engaged in such inducement to promote the sales of the Huawei '230 Products, e.g., through Huawei user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the '230 patent. Accordingly, Huawei has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the '230 patent, knowing that such use constitutes infringement of the '230 patent.

57. The '230 patent is well-known within the industry as demonstrated by the over 180 citations to the '230 patent family in published patents and published patent applications assigned to technology companies and academic institutions. Several of Huawei's competitors have paid considerable licensing fees for their use of the technology claimed by the '230 patent.

In an effort to gain an advantage over Huawei's competitors by utilizing the same licensed technology without paying reasonable royalties, Huawei infringed the '230 patent in a manner best described as willful, wanton, malicious, in bad faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate.

58. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '230 patent.

59. As a result of Huawei's infringement of the '230 patent, MOV Intelligence has suffered monetary damages, and seeks recovery in an amount adequate to compensate for Huawei's infringement, but in no event less than a reasonable royalty for the use made of the invention by Huawei together with interest and costs as fixed by the Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 6,802,006

60. MOV Intelligence references and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

61. Huawei designs, makes, uses, sells, and/or offers for sale in the United States products and/or services for determining the authenticity of an executable image.

62. Huawei designs, makes, sells, offers to sell, imports, and/or uses the Huawei AR3200 Series Enterprise Routers (the "Huawei '006 Product(s)").

63. On information and belief, one or more Huawei subsidiaries and/or affiliates use the Huawei '006 Products in regular business operations.

64. On information and belief, one or more of the Huawei '006 Products include authentication technology.

65. On information and belief, one or more of the Huawei '006 Products enable authenticating the identity of a software application in a dynamic loading environment. In particular, the Huawei '006 Products determine whether an executable image has been dynamically connected to another data object that has been tampered with subsequent to the execution of the software application.

66. On information and belief, the Huawei '006 Products are available to businesses and individuals throughout the United States.

67. On information and belief, the Huawei '006 Products are provided to businesses and individuals located in the Eastern District of Texas.

68. On information and belief, the Huawei '006 Products enable identifying one or more locations within the executable image, each of the identified locations being modified by a program loader.

69. On information and belief, the Huawei '006 Products comprise a system wherein a reference digital signature is generated based on an executable image.

70. On information and belief, the Huawei '006 Products generate a reference digital signature that excludes one or more locations in an executable image.

71. On information and belief, the Huawei '006 Products are capable of storing the reference digital signature on a computer network.

72. On information and belief, the Huawei '006 Products comprise systems and methods wherein an authenticity digital signature is generated based on an executable image.

73. On information and belief, the Huawei '006 Products comprise systems and methods that generate an authenticity digital signature that excludes one or more locations in an executable image.

74. On information and belief, the Huawei '006 Products comprise systems and methods that determine whether the authenticity digital signature matches the reference digital signature.

75. On information and belief, the Huawei '006 Products contain functionality that generates a warning if the reference digital signature does not match the authenticity digital signature.

76. On information and belief, the Huawei '006 Products contain functionality wherein the digital signature is generated based on a first and second point in time. For example,

one or more of the Huawei '006 Products generate a reference digital signature at a first point in time. Subsequently, an authenticity digital signature is generated (at a second point in time).

77. On information and belief, the Huawei '006 Products comprise a system and method that generates a digital signature based on a hash value. Specifically, the reference digital signature that is generated by the Huawei '006 Products at a first point in time is based on a hash value. Later the authenticity digital signature is also generated based on a hash function that is used to check data integrity.

78. On information and belief, the Huawei '006 Products comprise a system and method that can verify the identity a computer application.

79. On information and belief, the Huawei '006 Products enable the detection of corrupted data in a computer image.

80. On information and belief, the Huawei '006 Products enable the verification of the integrity of software images.

81. On information and belief, Huawei has directly infringed and continues to directly infringe the '006 patent by, among other things, making, using, offering for sale, and/or selling content protection technology, including but not limited to the Huawei '006 Products, which includes technology for verifying the authenticity of a software image. Such products and/or services include, by way of example and without limitation, the Huawei AR3200 Enterprise Series Routers.

82. By making, using, testing, offering for sale, and/or selling verification and authentication products and services, including but not limited to the Huawei '006 Products, Huawei has injured MOV Intelligence and is liable to MOV Intelligence for directly infringing one or more claims of the '006 patent, including at least claims 1, 3, 14, and 15, pursuant to 35 U.S.C. § 271(a).

83. On information and belief, Huawei also indirectly infringes the '006 patent by actively inducing infringement under 35 USC § 271(b).

84. On information and belief, Huawei had knowledge of the '006 patent since at least service of this Complaint or shortly thereafter, and on information and belief, Huawei knew of the '006 patent and knew of its infringement, including by way of this lawsuit.

85. On information and belief, Huawei intended to induce patent infringement by third-party customers and users of the Huawei '006 Products and had knowledge that the inducing acts would cause infringement or was willfully blind to the possibility that its inducing acts would cause infringement. Huawei specifically intended and was aware that the normal and customary use of the accused products would infringe the '006 patent. Huawei performed the acts that constitute induced infringement, and would induce actual infringement, with knowledge of the '006 patent and with the knowledge that the induced acts would constitute infringement. For example, Huawei provides the Huawei '006 Products that have the capability of operating in a manner that infringe one or more of the claims of the '006 patent, including at least claims 1, 3, 14, and 15, and Huawei further provides documentation and training materials that cause customers and end users of the Huawei '006 Products to utilize the products in a manner that directly infringe one or more claims of the '006 patent. By providing instruction and training to customers and end-users on how to use the Huawei '006 Products in a manner that directly infringes one or more claims of the '006 patent, including at least claims 1, 3, 14, and 15, Huawei specifically intended to induce infringement of the '006 patent. On information and belief, Huawei engaged in such inducement to promote the sales of the Huawei '006 Products, *e.g.*, through Huawei user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the '006 patent. Accordingly, Huawei has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the '006 patent, knowing that such use constitutes infringement of the '006 patent.

86. The '006 patent is well-known within the industry as demonstrated by the over 85 citations to the '006 patent in issued patents and published patent applications assigned to technology companies and academic institutions. Several of Huawei's competitors have paid

considerable licensing fees for their use of the technology claimed by the '006 patent. In an effort to gain an advantage over Huawei's competitors by utilizing the same licensed technology without paying reasonable royalties, Huawei infringed the '006 patent in a manner best described as willful, wanton, malicious, in bad faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate.

87. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '006 patent.

88. As a result of Huawei's infringement of the '006 patent, MOV Intelligence has suffered monetary damages, and seeks recovery in an amount adequate to compensate for Huawei's infringement, but in no event less than a reasonable royalty for the use made of the invention by Huawei together with interest and costs as fixed by the Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 6,510,516

89. MOV Intelligence references and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

90. Huawei designs, makes, uses, sells, and/or offers for sale in the United States products and/or services for authenticating peer data objects.

91. Huawei designs, makes, sells, offers to sell, imports, and/or uses Huawei routers (e.g., NE40E, NE5000E, CX600) running Huawei Versatile Routing Platform (VRP) V8 (the "Huawei '516 Product(s)").

92. On information and belief, one or more Huawei subsidiaries and/or affiliates use the Huawei '516 Products in regular business operations.

93. On information and belief, one or more of the Huawei '516 Products include authentication technology.

94. On information and belief, one or more of the Huawei '516 Products enable authenticating the identity of peers to a data object.

95. On information and belief, the Huawei '516 Products are available to businesses and individuals throughout the United States.

96. On information and belief, the Huawei '516 Products are provided to businesses and individuals located in the Eastern District of Texas.

97. On information and belief, the Huawei '516 Products enable first data objects to contain or be linked to a description of one or more peer data objects that are required to be connected to the first data object before the data object can be accessed by the peer data objects.

98. On information and belief, the Huawei '516 Products enable the use of a digital signature that identifies the provider of a data object.

99. On information and belief, the Huawei '516 Products contain systems and methods that comprise reading from a data object a description of one or more peer data objects that is required for use of the data object.

100. On information and belief, the Huawei '516 Products contain functionality for determining whether the data object is authorized to communicate with one or more peer data objects.

101. On information and belief, the Huawei '516 Products contain the capability to determine if the data object is authorized to communicate with one or more peer data objects.

102. On information and belief, the Huawei '516 Products are capable of controlling the connection of the peer data objects to the data object.

103. On information and belief, the Huawei '516 Products comprise systems and methods that connect a data object to peer data objects based upon authorization being granted. Moreover, when authorization is granted for the connection of a data object to peer data objects the peer data objects can communicate with the data object and the data object can communicate with the peer data objects.

104. On information and belief, the Huawei '516 Products support authenticating a data object where the data object is encrypted.

105. On information and belief, Huawei has directly infringed and continues to directly infringe the '516 patent by, among other things, making, using, offering for sale, and/or selling data object authentication and verification technology, including but not limited to the Huawei '516 Products, which include infringing verification and authentication technologies. Such products and/or services include, by way of example and without limitation, Huawei routers (*e.g.*, NE40E, NE5000E, CX600) running Huawei Versatile Routing Platform (VRP) V8.

106. By making, using, testing, offering for sale, and/or selling authentication and verification products and services, including but not limited to the Huawei '516 Products, Huawei has injured MOV Intelligence and is liable to MOV Intelligence for directly infringing one or more claims of the '516 patent, including at least claims 1, 17, and 20, pursuant to 35 U.S.C. § 271(a).

107. On information and belief, Huawei also indirectly infringes the '516 patent by actively inducing infringement under 35 USC § 271(b).

108. On information and belief, Huawei had knowledge of the '516 patent since at least service of this Complaint or shortly thereafter, and on information and belief, Huawei knew of the '516 patent and knew of its infringement, including by way of this lawsuit.

109. On information and belief, Huawei intended to induce patent infringement by third-party customers and users of the Huawei '516 Products and had knowledge that the inducing acts would cause infringement or was willfully blind to the possibility that its inducing acts would cause infringement. Huawei specifically intended and was aware that the normal and customary use of the accused products would infringe the '516 patent. Huawei performed the acts that constitute induced infringement, and would induce actual infringement, with knowledge of the '516 patent and with the knowledge that the induced acts would constitute infringement. For example, Huawei provides the Huawei '516 Products that have the capability of operating in a manner that infringe one or more of the claims of the '516 patent, including at least claims 1, 17, and 20, and Huawei further provides documentation and training materials that cause customers and end users of the Huawei '516 Products to utilize the products in a manner that

directly infringe one or more claims of the '516 patent. By providing instruction and training to customers and end-users on how to use the Huawei '516 Products in a manner that directly infringes one or more claims of the '516 patent, including at least claims 1, 17, and 20, Huawei specifically intended to induce infringement of the '516 patent. On information and belief, Huawei engaged in such inducement to promote the sales of the Huawei '516 Products, e.g., through Huawei user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the '516 patent. Accordingly, Huawei has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the '516 patent, knowing that such use constitutes infringement of the '516 patent.

110. The '516 patent is well-known within the industry as demonstrated by the over 108 citations to the '516 patent family in issued patents and published patent applications assigned to technology companies and academic institutions (*e.g.*, LG Electronics, Inc. and Siemens AG). Several of Huawei's competitors have paid considerable licensing fees for their use of the technology claimed by the '516 patent. In an effort to gain an advantage over Huawei's competitors by utilizing the same licensed technology without paying reasonable royalties, Huawei infringed the '516 patent in a manner best described as willful, wanton, malicious, in bad faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate.

111. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '516 patent.

112. As a result of Huawei's infringement of the '516 patent, MOV Intelligence has suffered monetary damages, and seeks recovery in an amount adequate to compensate for Huawei's infringement, but in no event less than a reasonable royalty for the use made of the invention by Huawei together with interest and costs as fixed by the Court.

COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 7,650,504

113. MOV Intelligence references and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

114. Huawei designs, makes, uses, sells, and/or offers for sale in the United States products and/or services for verifying the authenticity of executable images.

115. Huawei designs, makes, sells, offers to sell, imports, and/or uses the Huawei AR3200 Enterprise Series Routers (the “Huawei ‘504 Product(s)”).

116. On information and belief, one or more Huawei subsidiaries and/or affiliates use the Huawei ‘504 Products in regular business operations.

117. On information and belief, one or more of the Huawei ‘504 Products include authentication technology.

118. On information and belief, one or more of the Huawei ‘504 Products comprise systems and methods for determining the authenticity of an executable image.

119. On information and belief, one or more of the Huawei ‘504 Products enable authenticating and verifying an executable image. In particular, the Huawei ‘504 Products determine whether a software application that has been dynamically connected to another data object has been tampered with subsequent to the execution of the software application.

120. On information and belief, the Huawei ‘504 Products are available to businesses and individuals throughout the United States.

121. On information and belief, the Huawei ‘504 Products are provided to businesses and individuals located in the Eastern District of Texas.

122. On information and belief, the Huawei ‘504 Products enable the use of a reference digital signature for an executable image. The reference digital signature uses the contents of the executable image excluding portions of the executable that are fixed-up by a program loader.

123. On information and belief, the Huawei ‘504 Products comprise a system wherein a reference digital signature is generated based on an executable image.

124. On information and belief, the Huawei '504 Products generate a reference digital signature that excludes one or more locations in an executable image.

125. On information and belief, the Huawei '504 Products comprise systems and methods wherein subsequent to the loading of the executable image the '504 Products determine an authenticity digital signature to verify that the executable image has not been improperly modified.

126. On information and belief, the Huawei '504 Products comprise systems and methods that generate an authenticity digital signature that excludes one or more locations in an executable image.

127. On information and belief, the Huawei '504 Products are systems and methods that generate an authenticity digital signature after the executable image is loaded into memory. The authenticity digital signature which is generated by the Huawei '504 Products excludes one or more pointers in need of fixing up;

128. On information and belief, the Huawei '504 Products comprise systems and methods that determine whether the authenticity digital signature matches the reference digital signature.

129. On information and belief, the Huawei '504 Products enable the generating of a reference digital signature prior to loading the executable image into memory. Specifically, the Huawei '504 Products generate a reference digital signature that excludes one or more pointers from the reference digital signature.

130. On information and belief, the Huawei '504 Products contain functionality wherein the digital signature is generated based on a first and second point in time.

131. On information and belief, the Huawei '504 Products have the ability to compare the reference digital signature and the authenticity digital signature to perform an authenticity check.

132. On information and belief, the Huawei '504 Products enable the detection of corrupted data in a computer image.

133. On information and belief, the Huawei '504 Products enable the verification of the integrity of software images.

134. On information and belief, Huawei has directly infringed and continues to directly infringe the '504 patent by, among other things, making, using, offering for sale, and/or selling content protection technology, including but not limited to the Huawei '504 Products, which includes technology for verifying the authenticity of a software image. Such products and/or services include, by way of example and without limitation, the Huawei AR3200 Enterprise Series Routers.

135. By making, using, testing, offering for sale, and/or selling authentication and verification technologies and services, including but not limited to the Huawei '504 Products, Huawei has injured MOV Intelligence and is liable to MOV Intelligence for directly infringing one or more claims of the '504 patent, including at least claims 1 and 10, pursuant to 35 U.S.C. § 271(a).

136. On information and belief, Huawei also indirectly infringes the '504 patent by actively inducing infringement under 35 USC § 271(b).

137. On information and belief, Huawei had knowledge of the '504 patent since at least service of this Complaint or shortly thereafter, and on information and belief, Huawei knew of the '504 patent and knew of its infringement, including by way of this lawsuit.

138. On information and belief, Huawei intended to induce patent infringement by third-party customers and users of the Huawei '504 Products and had knowledge that the inducing acts would cause infringement or was willfully blind to the possibility that its inducing acts would cause infringement. Huawei specifically intended and was aware that the normal and customary use of the accused products would infringe the '504 patent. Huawei performed the acts that constitute induced infringement, and would induce actual infringement, with knowledge of the '504 patent and with the knowledge that the induced acts would constitute infringement. For example, Huawei provides the Huawei '504 Products that have the capability of operating in a manner that infringe one or more of the claims of the '504 patent, including at least claims 1

and 10, and Huawei further provides documentation and training materials that cause customers and end users of the Huawei '504 Products to utilize the products in a manner that directly infringe one or more claims of the '504 patent. By providing instruction and training to customers and end-users on how to use the Huawei '504 Products in a manner that directly infringes one or more claims of the '504 patent, including at least claims 1 and 10, Huawei specifically intended to induce infringement of the '504 patent. On information and belief, Huawei engaged in such inducement to promote the sales of the Huawei '504 Products, e.g., through Huawei user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the '504 patent. Accordingly, Huawei has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the '504 patent, knowing that such use constitutes infringement of the '504 patent.

139. The '504 patent is well-known within the industry as demonstrated by the over 30 citations to the '504 patent family in issued patents and published patent applications assigned to technology companies and academic institutions (*e.g.*, Apple, Inc. and Electronics and Telecommunications Research Institute (ETRI)). Several of Huawei's competitors have paid considerable licensing fees for their use of the technology claimed by the '504 patent. In an effort to gain an advantage over Huawei's competitors by utilizing the same licensed technology without paying reasonable royalties, Huawei infringed the '504 patent in a manner best described as willful, wanton, malicious, in bad faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate.

140. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '504 patent.

141. As a result of Huawei's infringement of the '504 patent, MOV Intelligence has suffered monetary damages, and seeks recovery in an amount adequate to compensate for Huawei's infringement, but in no event less than a reasonable royalty for the use made of the invention by Huawei together with interest and costs as fixed by the Court.

COUNT V
INFRINGEMENT OF U.S. PATENT NO. 7,124,114

142. MOV Intelligence references and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

143. Huawei designs, makes, uses, sells, and/or offers for sale in the United States products and/or services for managing the distribution of digital content and preventing unauthorized access to protected digital content.

144. Huawei designs, makes, sells, offers to sell, imports, and/or uses the Huawei Cloud Fabric Data Center Security and Application Optimization Solution, including the USG9500 Series Data Center Firewalls (the “Huawei ‘114 Product(s)”).

145. On information and belief, one or more Huawei subsidiaries and/or affiliates use the Huawei ‘114 Products in regular business operations.

146. On information and belief, one or more of the Huawei ‘114 Products include content protection and content access technology.

147. On information and belief, one or more of the Huawei ‘114 Products enable providing or withholding access to digital content in accordance with digital rights management protection terms.

148. On information and belief, the Huawei ‘114 Products are available to businesses and individuals throughout the United States.

149. On information and belief, the Huawei ‘114 Products are provided to businesses and individuals located in the Eastern District of Texas.

150. On information and belief, the Huawei ‘114 Products enable the distribution of protected digital data.

151. On information and belief, the Huawei ‘114 Products comprise systems and methods wherein the Huawei ‘114 Products ascertain terms for providing protected data to a prospective requestor according at least in part to information of unauthorized copying of other protected material previously provided to said prospective requestor.

152. On information and belief, the Huawei '114 Products comprise systems and methods that provide authorization to allow access or deny access to protected digital data based on ascertained terms.

153. On information and belief, Huawei has directly infringed and continues to directly infringe the '114 patent by, among other things, making, using, offering for sale, and/or selling digital content protection technology, including but not limited to the Huawei '114 Products, which include infringing digital rights management technologies. Such products and/or services include, by way of example and without limitation, the Huawei Cloud Fabric Data Center Security and Application Optimization Solution, including the USG9500 Series Data Center Firewalls.

154. By making, using, testing, offering for sale, and/or selling digital rights management and access control products and services, including but not limited to the Huawei '114 Products, Huawei has injured MOV Intelligence and is liable to MOV Intelligence for directly infringing one or more claims of the '114 patent, including at least claims 1, 21, 41, and 52, pursuant to 35 U.S.C. § 271(a).

155. On information and belief, Huawei also indirectly infringes the '114 patent by actively inducing infringement under 35 USC § 271(b).

156. On information and belief, Huawei had knowledge of the '114 patent since at least service of this Complaint or shortly thereafter, and on information and belief, Huawei knew of the '114 patent and knew of its infringement, including by way of this lawsuit.

157. On information and belief, Huawei intended to induce patent infringement by third-party customers and users of the Huawei '114 Products and had knowledge that the inducing acts would cause infringement or was willfully blind to the possibility that its inducing acts would cause infringement. Huawei specifically intended and was aware that the normal and customary use of the accused products would infringe the '114 patent. Huawei performed the acts that constitute induced infringement, and would induce actual infringement, with knowledge of the '114 patent and with the knowledge that the induced acts would constitute infringement.

For example, Huawei provides the Huawei '114 Products that have the capability of operating in a manner that infringe one or more of the claims of the '114 patent, including at least claims 1, 21, 41, and 52, and Huawei further provides documentation and training materials that cause customers and end users of the Huawei '114 Products to utilize the products in a manner that directly infringe one or more claims of the '114 patent. By providing instruction and training to customers and end-users on how to use the Huawei '114 Products in a manner that directly infringes one or more claims of the '114 patent, including at least claims 1, 21, 41, and 52, Huawei specifically intended to induce infringement of the '114 patent. On information and belief, Huawei engaged in such inducement to promote the sales of the Huawei '114 Products, e.g., through Huawei user manuals, product support, marketing materials, and training materials to actively induce the users of the accused products to infringe the '114 patent. Accordingly, Huawei has induced and continues to induce users of the accused products to use the accused products in their ordinary and customary way to infringe the '114 patent, knowing that such use constitutes infringement of the '114 patent.

158. The '114 patent is well-known within the industry as demonstrated by the over 39 citations to the '114 patent family in issued patents and published patent applications assigned to technology companies and academic institutions (*e.g.*, Aigo Research Institute of Image Computing Co., Ltd. and General Electric Company). Several of Huawei's competitors have paid considerable licensing fees for their use of the technology claimed by the '114 patent. In an effort to gain an advantage over Huawei's competitors by utilizing the same licensed technology without paying reasonable royalties, Huawei infringed the '114 patent in a manner best described as willful, wanton, malicious, in bad faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate.

159. To the extent applicable, the requirements of 35 U.S.C. § 287(a) have been met with respect to the '114 patent.

160. As a result of Huawei's infringement of the '114 patent, MOV Intelligence has suffered monetary damages, and seeks recovery in an amount adequate to compensate for

Huawei's infringement, but in no event less than a reasonable royalty for the use made of the invention by Huawei together with interest and costs as fixed by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff MOV Intelligence respectfully requests that this Court enter:

- A. A judgment in favor of Plaintiff MOV Intelligence that Huawei has infringed, either literally and/or under the doctrine of equivalents, the '230 patent, the '006 patent, the '516 patent, the '504 patent, and the '114 patent;
- B. An award of damages resulting from Huawei's acts of infringement in accordance with 35 U.S.C. § 284;
- C. A judgment and order finding that Defendant's infringement was willful, wanton, malicious, bad-faith, deliberate, consciously wrongful, flagrant, or characteristic of a pirate within the meaning of 35 U.S.C. § 284 and awarding to Plaintiff enhanced damages.
- D. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against Defendant.
- E. Any and all other relief to which MOV Intelligence may show itself to be entitled.

JURY TRIAL DEMANDED

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

Dated: October 5, 2016

Respectfully submitted,

/s/ Dorian S. Berger
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