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14 Attorneys for Plaintiff
 15 XILINX, INC.

16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA

19 **XILINX, INC.,**
 20 **Plaintiff,**
 21 **v.**
 22 **GODO KAISHA IP BRIDGE 1,**
 23 **Defendant.**

Case No.
COMPLAINT FOR DECLARATORY
JUDGMENT OF PATENT NON-
INFRINGEMENT
DEMAND FOR JURY TRIAL

24
 25 Xilinx, Inc. (“Xilinx” or “Plaintiff”), by and through its undersigned counsel, complains
 26 against Godo Kaisha IP Bridge 1 (“IP Bridge” or “Defendant”) as follows:

27 **NATURE OF THE ACTION**

28 1. This is an action for declaratory judgment of patent non-infringement arising under

1 the patent laws of the United States, Title 35 of the United States Code.

2 **THE PARTIES**

3 2. Xilinx is a Delaware corporation with its principal place of business at 2100 Logic
4 Drive, San Jose, California 95124.

5 3. Xilinx is engaged in the business of designing and developing All Programmable
6 FPGAs, SoCs, MPSoCs, and 3D ICs, which uniquely enables applications that are both software
7 defined and hardware optimized – powering industry advancements in Cloud Computing, 5G
8 Wireless, Embedded Vision, and Industrial IoT.

9 4. Xilinx is a fabless company – meaning that it does not manufacture or fabricate
10 any of its programmable integrated circuit products. Instead, Xilinx contracts third party
11 semiconductor manufacturing companies to manufacture or fabricate all of its programmable
12 integrated circuit products.

13 5. Upon information and belief, IP Bridge is a Japanese Corporation with its principal
14 place of business at c/o Sakura Sogo Jimusho, 1-11 Kanda Jimbocho, Chiyoda-ku, Tokyo, 101-
15 0051, Japan.

16 6. Upon information and belief, IP Bridge was created and funded by the Japanese
17 government and Japanese private corporations.

18 7. Upon information and belief, IP Bridge is engaged in the business of acquiring
19 patents and generating revenue by enforcing those patents against operating companies, including
20 California companies and companies with principal places of business in the State of California
21 and in the Northern District of California. IP Bridge purports to own over 3,500 patents.

22 **JURISDICTION AND VENUE**

23 8. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*,
24 and under the patent laws of the United States, Title 35 of the United States Code.

25 9. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338,
26 1367, 2201, and 2202.

27 10. This Court has personal jurisdiction over IP Bridge by virtue of its sufficient
28 minimum contacts with this forum as a result of the business it conducts within the State of

1 California and within the Northern District of California as detailed below.

2 11. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)-(c).

3 **INTRADISTRICT ASSIGNMENT**

4 12. For purposes of intradistrict assignment pursuant to Civil Local Rules 3-2(c) and
5 3-5(b), this Intellectual Property Action is to be assigned on a district-wide basis.

6 **IP BRIDGE'S PATENT ASSERTION AND OTHER ACTIVITIES IN THE NORTHERN**
7 **DISTRICT OF CALIFORNIA**

8 **IP Bridge Accuses Xilinx of Infringement and Repeatedly Threatens Litigation**

9 13. On June 7, 2016, IP Bridge first accused Xilinx of patent infringement and
10 threatened litigation against Xilinx by having its outside litigation counsel, Michael Shore, notify
11 Xilinx that IP Bridge, "a patent aggregator for Japanese technology companies controlled by [the]
12 Japanese government," believes it "has patents infringed by [] Xilinx." IP Bridge's counsel
13 explained that he "had recently sued Omnivision for" IP Bridge.

14 14. On June 8, 2016, to further pressure Xilinx into IP Bridge's demands, IP Bridge's
15 counsel informed Xilinx that while a "pre-suit deal can be for an applicable portfolio within the
16 fields of use[, p]ost-suit the license is only for the patents involved in the suit Our fees triple if
17 we have to file suit, so that also factors into the cost of any deal."

18 15. The parties subsequently negotiated a Forbearance and Confidentiality Agreement
19 ("Forbearance Agreement") to discuss IP Bridge's patent infringement allegations and licensing
20 demands. The Forbearance Agreement provided, among other things, that, during the term of the
21 Forbearance Period, IP Bridge would not file any lawsuit against Xilinx based upon IP Bridge's
22 patents relating to semiconductor technology and Xilinx would not file a lawsuit in federal district
23 court requesting a declaration that Xilinx does not infringe any of those patents. The Forbearance
24 Agreement was amended twice to ultimately have the Forbearance Period expire on January 31,
25 2017.

26 16. The negotiations leading to and resulting from the Forbearance Agreement were
27 conducted under the constant threat of litigation.

28 17. By July 1, while the parties were still negotiating the Forbearance Agreement, IP

1 Bridge's counsel was already instructing Xilinx's counsel to "[t]ell your client IPB's terms or we
2 just sue."

3 18. On October 1, when IP Bridge grew dissatisfied with Xilinx's responsiveness in
4 connection with an extension of the Forbearance Agreement, IP Bridge threatened that it was
5 "[t]ime to file suit, I guess." IP Bridge continued to threaten Xilinx and on October 3 stated that
6 "IP Bridge is filing suit in light of the lack of progress," and asked Xilinx counsel to accept
7 service or put IP Bridge in touch with "litigation counsel." IP Bridge threatened that it "will file
8 one minute after the forbearance period ends," warned that "[i]f Xilinx is too busy to take the
9 matter seriously, maybe a suit will provide the necessary incentive," and concluded that "[e]ither
10 [Xilinx] agree to extend and meet or we just file the suit."

11 19. On November 23, IP Bridge threatened that Xilinx had two choices—"a
12 reasonable business solution or the start of litigation." IP Bridge used the threat of sprawling
13 litigation in an effort to convince Xilinx that it had no choice at all. As IP Bridge put it, "[t]here
14 are too many patents, too many claims and too many jurisdictions to defend for a battle to make
15 any sense to Xilinx."

16 20. Between September 21 and December 15, 2016, IP Bridge identified twenty-two
17 patents that it alleges Xilinx infringes through the manufacture, sale, use, and/or importation of
18 certain programmable integrated circuits (including Xilinx's Virtex-4, Virtex-5, Virtex-6, Virtex-
19 7, and Kintex-7 products). Specifically, IP Bridge alleges that Xilinx infringes U.S. Patent Nos.
20 5,989,992; 6,197,696; 6,287,973; 6,483,151; 6,492,665; 6,538,324; 6,653,731; 6,873,052;
21 6,969,915; 7,265,450; 7,279,727; 7,417,289; 7,525,189; 7,564,102; 7,709,900; 7,728,439;
22 7,893,501; 7,053,461; 8,203,186; 8,278,763; RE 39,932; and RE 41,980 (collectively, the
23 "Asserted Patents"). In support of its accusations, IP Bridge has provided Xilinx claim charts
24 setting forth its infringement theories for each of the Asserted Patents.

25 21. While IP Bridge agreed to not present additional patents beyond the Asserted
26 Patents after December 15, 2016, IP Bridge emphasized that "this does not mean that IP Bridge
27 will not litigate additional patents if the parties cannot agree."

28 22. On January 12, 2017 IP Bridge provided Xilinx with a voluminous list of patents

1 that it was offering to license to Xilinx. The list of patents included the Asserted Patents as well
2 as over 900 other U.S. and foreign patents. Approximately a third of the listed patents are
3 identified as “inactive.”

4 23. On January 18, 2017, following a meeting between IP Bridge and Xilinx in San
5 Jose, California, IP Bridge threatened to file a patent infringement lawsuit against Xilinx the day
6 the Forbearance Agreement terminated. IP Bridge’s counsel stated that IP Bridge would “likely
7 file in Guam” as it is “at least ‘two orders of magnitude’ more convenient for my clients than any
8 court on the mainland” and “the President of the Guam bar is Alfonso’s [who also represents IP
9 Bridge] classmate.”

10 24. IP Bridge made clear that its strategy was to drive up Xilinx’s litigation costs. IP
11 Bridge threatened additional lawsuits against Xilinx in “other suit locations, Beijing and Tokyo
12 where Xilinx and IP Bridge will be battling.” IP Bridge contended that, to respond to this
13 onslaught of litigation, Xilinx would need to hire high-priced co-counsel, which would “add to
14 Xilinx’s pain by at least a well deserved ‘two orders of magnitude.’”

15 25. On January 30, 2017, IP Bridge continued its threatened litigation, stating that the
16 “first suit” in the United States would be “filed later this week,” followed by lawsuits in China
17 and Japan.

18 26. The following day, January 31, 2017, IP Bridge threatened that the “FIRST action”
19 will only “represent the ‘first wave’ of an onslaught of patents to be asserted, and the filing of
20 suits will continue around the world in subsequent waves until Xilinx makes a reasonable
21 proposal to resolve the matter” and that “[t]his is going to be war.” IP Bridge then directed its
22 threats at in-house counsel for Xilinx, stating “[i]t is your career on the line, and if you think you
23 can win the cases around the world in a cost-effective matter compared to a deal now, you
24 deserve what you get.”

25 27. As a result of IP Bridge’s threats, Xilinx has no alternative but to seek judicial
26 relief.

27 28. IP Bridge maintains that Xilinx must take a license to the Asserted Patents, to
28 lawfully continue the manufacture, sale, use, and/or importation of certain programmable

1 integrated circuits (including Xilinx's Virtex-4, Virtex-5, Virtex-6, Virtex-7, and Kintex-7
2 products).

3 29. Xilinx maintains that it has not infringed and does not infringe any of the Asserted
4 Patents and, therefore, it does not need to take a license to any of the Asserted Patents.

5 30. IP Bridge has stated throughout the parties' negotiations that in order for Xilinx to
6 avoid litigation, Xilinx must take a license to its semiconductor technology patents (including the
7 Asserted Patents) by January 31, 2017. As of February 1, 2017, Xilinx has not taken a license to
8 any of IP Bridge's patents.

9 **IP Bridge and Its Litigation Counsel Repeatedly Travelled to California to Assert Its**
10 **Patents Against Xilinx**

11 31. Since IP Bridge's initial contact in June 2016, IP Bridge and its litigation counsel
12 repeatedly travelled to Xilinx's headquarters in the Northern District of California to enforce IP
13 Bridge's patents through licensing "negotiations" premised on the ever-present threat of litigation
14 detailed above.

15 32. On September 21, 2016, IP Bridge's representatives and litigation counsel
16 attended a first in-person meeting with Xilinx's representatives at Xilinx's headquarters in San
17 Jose, California. Hajime Ogawa (Director of Semiconductor Licensing), Han Xu (IP counsel),
18 and outside litigation counsel attended for IP Bridge. During the meeting, IP Bridge presented its
19 infringement theories on ten of the twenty-two Asserted Patents that it contends Xilinx infringes
20 through Xilinx's manufacture, sale, use, and/or importation of certain integrated circuits.

21 33. Despite Xilinx's offer to meet via a telephone conference for further meetings, IP
22 Bridge insisted on conducting a second in-person meeting with Xilinx's representatives at
23 Xilinx's San Jose headquarters. As a result, the parties held a second in-person meeting on
24 November 7, 2016 at Xilinx's headquarters. Once again, Mr. Ogawa, Mr. Xu, and outside
25 litigation counsel attended for IP Bridge. During the meeting, the parties primarily discussed IP
26 Bridge's patent infringement allegations and Xilinx's rebuttal positions relating to ten of the
27 twenty-two Asserted Patents. IP Bridge's counsel reiterated that his fees would only increase if
28 IP Bridge sued.

1 34. On December 5, 2016, IP Bridge’s representatives and litigation counsel returned
2 to Xilinx’s San Jose headquarters for a third in-person meeting with Xilinx’s representatives. Mr.
3 Ogawa and Mr. Xu attended for IP Bridge. During the meeting the parties primarily discussed IP
4 Bridge’s licensing demands for its semiconductor technology patents, including the Asserted
5 Patents.

6 35. On January 18, 2017 IP Bridge’s representatives attended a fourth in-person
7 meeting with Xilinx’s representatives at Xilinx’s headquarters in San Jose California. Mr.
8 Ogawa, Mr. Xu, and outside litigation counsel for IP Bridge were joined by Hideyuki Ogata, IP
9 Bridge’s Executive Vice President and Chief IP Officer. Despite IP Bridge’s stated goal of
10 reaching a mutually acceptable agreement with Xilinx during the January 18 meeting, IP Bridge
11 demanded that Xilinx agree to pay an unreasonable license fee or face costly litigation, and
12 ending the meeting abruptly.

13 **E-mails Directed to Xilinx’s In-house IP Counsel in Northern District of California**

14 36. Since October 2016, IP Bridge’s Director of Semiconductor Licensing, sent
15 approximately seventeen e-mails to Xilinx’s Senior Director of Intellectual Property, who works
16 in San Jose, California.

17 37. All of those e-mail communications were related to IP Bridge’s patent
18 infringement allegations against Xilinx and IP Bridge’s licensing demands for its semiconductor
19 technology patents, including the Asserted Patents.

20 38. Indeed, IP Bridge’s representative was focused on “business decisions and license
21 terms” and warned Xilinx that its “decision to license or not,” *i.e.*, to capitulate or face a lawsuit,
22 was fast approaching.

23 **Other IP Bridge Activities Directed at Northern District of California**

24 39. IP Bridge provides an interactive English language website directed at residents of
25 the United States, including those that reside in the Northern District of California.

26 40. IP Bridge has filed patent infringement cases against other companies that all have
27 a significant presence in the Northern District of California. On February 14, 2016, IP Bridge
28

1 filed a patent infringement suit against Avago Technologies, Ltd.; Avago Technologies U.S., Inc.
2 and LSI Corporation (all with principal places of business in the Northern District of California)
3 as well as against Broadcom Limited (with dual headquarters in the Northern District of
4 California and Singapore) and Broadcom Corporation (with a principal place of business in
5 California). On April 22, 2016, IP Bridge filed a patent infringement case against OmniVision
6 Technologies, Inc. (with a principal place of business at 4275 Burton Drive, Santa Clara,
7 California 95054).

8 41. Upon information and belief, IP Bridge representatives have travelled to and
9 sought legal advice from the Palo Alto California office of Ropes & Gray – where the lead
10 lawyers representing IP Bridge in its patent infringement case against Broadcom Limited *et al.*
11 reside.

12 42. Upon information and belief, IP Bridge representatives have travelled to and
13 sought legal advice from the San Francisco California office of Morrison & Foerster – where the
14 lead lawyers representing IP Bridge in its patent infringement case against TCL Communications
15 Technology, TCT Mobile, and TCT Mobile (US) reside.

16 43. On information and belief, IP Bridge’s Director of Semiconductor Licensing was
17 in San Jose California between November 26, 2016 and December 2, 2016 to conduct business on
18 behalf of IP Bridge.

19 **THE PATENTS-IN-SUIT**

20 44. The United States Patent and Trademark Office (the “USPTO”) issued United
21 States Patent No. 6,483,151 (“the ‘151 patent”), entitled “Semiconductor Device and Method of
22 Manufacturing the Same,” on November 19, 2002. A true and correct copy of the ‘151 patent is
23 attached as Exhibit A.

24 45. The USPTO issued United States Patent No. 6,492,665 (“the ‘665 patent”),
25 entitled “Semiconductor Device,” on December 10, 2002. A true and correct copy of the ‘665
26 patent is attached as Exhibit B.

27 46. The USPTO issued United States Patent No. 6,653,731 (“the ‘731 patent”),
28 entitled “Semiconductor Device and Method for Fabricating Same,” on November 25, 2003. A

1 true and correct copy of the '731 patent is attached as Exhibit C.

2 47. The USPTO issued United States Patent No. 6,873,052 ("the '052 patent"),
3 entitled "Porous, Film, Wiring Structure, and Method of Forming the Same," on March 29, 2005.
4 A true and correct copy of the '052 patent is attached as Exhibit D.

5 48. The USPTO issued United States Patent No. 6,969,915 ("the '915 patent"),
6 entitled "Semiconductor Device, Manufacturing Method and Apparatus for the Same," on
7 November 29, 2005. A true and correct copy of the '915 patent is attached as Exhibit E.

8 49. The USPTO issued United States Patent No. 7,053,461 ("the '461 patent"),
9 entitled "Semiconductor Device," on May 30, 2006. A true and correct copy of the '461 patent is
10 attached as Exhibit F.

11 50. The USPTO issued United States Patent No. 7,417,289 ("the '289 patent"),
12 entitled "Semiconductor Device Having Internal Stress Film," on August 26, 2008. A true and
13 correct copy of the '289 patent is attached as Exhibit G.

14 51. The USPTO issued United States Patent No. 7,525,189 ("the '189 patent"),
15 entitled "Semiconductor Device, Wiring Board, and Manufacturing Method Thereof," on April
16 28, 2009. A true and correct copy of the '189 patent is attached as Exhibit H.

17 52. The USPTO issued United States Patent No. 7,564,102 ("the '102 patent"),
18 entitled "Semiconductor Device and Its Manufacturing Method," on July 21, 2009. A true and
19 correct copy of the '102 patent is attached as Exhibit I.

20 53. The USPTO issued United States Patent No. 7,728,439 ("the '439 patent"),
21 entitled "Semiconductor Device, Wiring Substrate, and Method for Manufacturing Wiring
22 Substrate," on June 1, 2010. A true and correct copy of the '439 patent is attached as Exhibit J.

23 54. The USPTO issued United States Patent No. 8,203,186 ("the '186 patent"),
24 entitled "Semiconductor Device Including a Stress Film," on June 19, 2012. A true and correct
25 copy of the '186 patent is attached as Exhibit K.

26 55. The USPTO issued United States Patent No. 8,278,763 ("the '763 patent"),
27 entitled "Semiconductor Device," on October 2, 2012. A true and correct copy of the '763 patent
28 is attached as Exhibit L.

FIRST COUNT

(Declaratory Judgment of Non-Infringement of the ‘151 Patent)

56. The allegations contained in paragraphs 1 through 55 are incorporated by reference as if fully set herein.

57. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and under the ‘151 patent.

58. IP Bridge has accused Xilinx of infringing at least claims 7-10 and 13-16 of the ‘151 patent through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products, and has asserted that Xilinx must take a license to the ‘151 patent to lawfully continue the manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

59. Upon information and belief, Xilinx has not directly or indirectly infringed claims 7-10 and 13-16 of the ‘151 patent, either literally or under the doctrine of equivalents, at least because the Xilinx Kintex-7 products do not include each and every element of claims 7-10 or 13-16 of the ‘151 patent.

60. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license to the ‘151 patent.

61. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a substantial, immediate, and real controversy between the parties as to the non-infringement of the ‘151 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP Bridge within the meaning of 28 U.S.C. § 2201.

62. A judicial declaration of non-infringement of the ‘151 patent is necessary and appropriate in order to resolve this controversy.

SECOND COUNT

(Declaratory Judgment of Non-Infringement of the ‘665 Patent)

63. The allegations contained in paragraphs 1 through 55 are incorporated by reference as if fully set herein.

64. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and

1 under the '665 patent.

2 65. IP Bridge has accused Xilinx of infringing at least claims 9 and 13 of the '665
3 patent through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products, and
4 has asserted that Xilinx must take a license to the '665 patent to lawfully continue the
5 manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

6 66. Upon information and belief, Xilinx has not directly or indirectly infringed claims
7 9 and 13 of the '665 patent, either literally or under the doctrine of equivalents, at least because
8 the Xilinx Kintex-7 products do not include each and every element of claims 9 or 13 of the '665
9 patent.

10 67. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
11 in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license
12 to the '665 patent.

13 68. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
14 substantial, immediate, and real controversy between the parties as to the non-infringement of the
15 '665 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
16 Bridge within the meaning of 28 U.S.C. § 2201.

17 69. A judicial declaration of non-infringement of the '665 patent is necessary and
18 appropriate in order to resolve this controversy.

19 **THIRD COUNT**

20 **(Declaratory Judgment of Non-Infringement of the '731 Patent)**

21 70. The allegations contained in paragraphs 1 through 55 are incorporated by reference
22 as if fully set herein.

23 71. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
24 under the '731 patent.

25 72. IP Bridge has accused Xilinx of infringing at least claim 5 of the '731 patent
26 through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products, and has
27 asserted that Xilinx must take a license to the '731 patent to lawfully continue the manufacture,
28 sale, use, and/or importation of at least the Xilinx Kintex-7 products.

1 in the manufacture, sale, use, and/or importation of the Xilinx Virtex-6 and Kintex-7 products
2 without a license to the '052 patent..

3 82. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
4 substantial, immediate, and real controversy between the parties as to the non-infringement of the
5 '052 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
6 Bridge within the meaning of 28 U.S.C. § 2201.

7 83. A judicial declaration of non-infringement of the '052 patent is necessary and
8 appropriate in order to resolve this controversy.

9 **FIFTH COUNT**

10 **(Declaratory Judgment of Non-Infringement of the '915 Patent)**

11 84. The allegations contained in paragraphs 1 through 55 are incorporated by reference
12 as if fully set herein.

13 85. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
14 under the '915 patent.

15 86. IP Bridge has accused Xilinx of infringing at least claims 1-2, 6, 8, and 61 of the
16 '915 patent through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7
17 products, and has asserted that Xilinx must take a license to the '915 patent to lawfully continue
18 the manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

19 87. Upon information and belief, Xilinx has not directly or indirectly infringed claims
20 1-2, 6, 8, and 61 of the '915 patent, either literally or under the doctrine of equivalents, at least
21 because the Xilinx Kintex-7 products do not include each and every element of claims 1-2, 6, 8,
22 or 61 of the '915 patent.

23 88. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
24 in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license
25 to the '915 patent.

26 89. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
27 substantial, immediate, and real controversy between the parties as to the non-infringement of the
28 '915 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP

1 Bridge within the meaning of 28 U.S.C. § 2201.

2 90. A judicial declaration of non-infringement of the '915 patent is necessary and
3 appropriate in order to resolve this controversy.

4 **SIXTH COUNT**

5 **(Declaratory Judgment of Non-Infringement of the '461 Patent)**

6 91. The allegations contained in paragraphs 1 through 55 are incorporated by reference
7 as if fully set herein.

8 92. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
9 under the '461 patent.

10 93. IP Bridge has accused Xilinx of infringing at least claims 1 and 2 of the '461
11 patent through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products, and
12 has asserted that Xilinx must take a license to the '461 patent to lawfully continue the
13 manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

14 94. Upon information and belief, Xilinx has not directly or indirectly infringed claims
15 1 and 2 of the '461 patent, either literally or under the doctrine of equivalents, at least because the
16 Xilinx Kintex-7 products do not include each and every element of claims 1 or 2 of the '461
17 patent.

18 95. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
19 in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license
20 to the '461 patent.

21 96. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
22 substantial, immediate, and real controversy between the parties as to the non-infringement of the
23 '461 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
24 Bridge within the meaning of 28 U.S.C. § 2201.

25 97. A judicial declaration of non-infringement of the '461 patent is necessary and
26 appropriate in order to resolve this controversy.

27 **SEVENTH COUNT**

28 **(Declaratory Judgment of Non-Infringement of the '289 Patent)**

1 98. The allegations contained in paragraphs 1 through 55 are incorporated by reference
2 as if fully set herein.

3 99. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
4 under the '289 patent.

5 100. IP Bridge has accused Xilinx of infringing at least claims 1, 5-8, 11-12, 16-20, and
6 23-24 of the '289 patent through its manufacture, sale, use, and/or importation of the Xilinx
7 Kintex-7 products, and has asserted that Xilinx must take a license to the '727 patent to lawfully
8 continue the manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

9 101. Upon information and belief, Xilinx has not directly or indirectly infringed claims
10 1, 5-8, 11-12, 16-20, and 23-24 of the '289 patent, either literally or under the doctrine of
11 equivalents, at least because the Xilinx Kintex-7 products do not include each and every element
12 of claims 1, 5-8, 11-12, 16-20, or 23-24 of the '289 patent.

13 102. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
14 in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license
15 to the '289 patent.

16 103. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
17 substantial, immediate, and real controversy between the parties as to the non-infringement of the
18 '289 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
19 Bridge within the meaning of 28 U.S.C. § 2201.

20 104. A judicial declaration of non-infringement of the '289 patent is necessary and
21 appropriate in order to resolve this controversy.

22 **EIGHTH COUNT**

23 **(Declaratory Judgment of Non-Infringement of the '189 Patent)**

24 105. The allegations contained in paragraphs 1 through 55 are incorporated by reference
25 as if fully set herein.

26 106. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
27 under the '189 patent.

28 107. IP Bridge has accused Xilinx of infringing at least claims 1-2 and 4-5 of the '189

1 patent through its manufacture, sale, use, and/or importation of the Xilinx Virtex-7 products, and
2 has asserted that Xilinx must take a license to the '189 patent to lawfully continue the
3 manufacture, sale, use, and/or importation of at least the Xilinx Virtex-7 products.

4 108. Upon information and belief, Xilinx has not directly or indirectly infringed claims
5 1-2 and 4-5 of the '189 patent, either literally or under the doctrine of equivalents, at least because
6 the Xilinx Virtex-7 products do not include each and every element of claims 1-2 or 4-5 of the
7 '189 patent.

8 109. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
9 in the manufacture, sale, use, and/or importation of the Xilinx Virtex-7 products without a license
10 to the '189 patent.

11 110. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
12 substantial, immediate, and real controversy between the parties as to the non-infringement of the
13 '189 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
14 Bridge within the meaning of 28 U.S.C. § 2201.

15 111. A judicial declaration of non-infringement of the '189 patent is necessary and
16 appropriate in order to resolve this controversy.

17 **NINTH COUNT**

18 **(Declaratory Judgment of Non-Infringement of the '102 Patent)**

19 112. The allegations contained in paragraphs 1 through 55 are incorporated by reference
20 as if fully set herein.

21 113. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
22 under the '102 patent.

23 114. IP Bridge has accused Xilinx of infringing at least claims 2 and 4 of the '102
24 patent through its manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products, and
25 has asserted that Xilinx must take a license to the '102 patent to lawfully continue the
26 manufacture, sale, use, and/or importation of at least the Xilinx Kintex-7 products.

27 115. Upon information and belief, Xilinx has not directly or indirectly infringed claims
28 2 and 4 of the '102 patent, either literally or under the doctrine of equivalents, at least because the

1 Xilinx Kintex-7 products do not include each and every element of claims 2 or 4 of the ‘102
2 patent.

3 116. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
4 in the manufacture, sale, use, and/or importation of the Xilinx Kintex-7 products without a license
5 to the ‘102 patent.

6 117. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
7 substantial, immediate, and real controversy between the parties as to the non-infringement of the
8 ‘102 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
9 Bridge within the meaning of 28 U.S.C. § 2201.

10 118. A judicial declaration of non-infringement of the ‘102 patent is necessary and
11 appropriate in order to resolve this controversy.

12 **TENTH COUNT**

13 **(Declaratory Judgment of Non-Infringement of the ‘439 Patent)**

14 119. The allegations contained in paragraphs 1 through 55 are incorporated by reference
15 as if fully set herein.

16 120. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
17 under the ‘439 patent.

18 121. IP Bridge has accused Xilinx of infringing at least claims 1, 5, 7, and 11 of the
19 ‘439 patent through its manufacture, sale, use, and/or importation of the Xilinx Virtex-7
20 products, and has asserted that Xilinx must take a license to the ‘439 patent to lawfully continue
21 the manufacture, sale, use, and/or importation of at least the Xilinx Virtex-7 products.

22 122. Upon information and belief, Xilinx has not directly or indirectly infringed claims
23 1, 5, 7, and 11 of the ‘439 patent, either literally or under the doctrine of equivalents, at least
24 because the Xilinx Virtex-7 products do not include each and every element of claims 1, 5, 7, or
25 11 of the ‘439 patent.

26 123. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
27 in the manufacture, sale, use, and/or importation of the Xilinx Virtex-7 products without a license
28 to the ‘439 patent.

1 appropriate in order to resolve this controversy.

2 **TWELFTH COUNT**

3 **(Declaratory Judgment of Non-Infringement of the ‘763 Patent)**

4 133. The allegations contained in paragraphs 1 through 55 are incorporated by reference
5 as if fully set herein.

6 134. IP Bridge claims to be the owner and assignee of all rights, title, and interest in and
7 under the ‘763 patent.

8 135. IP Bridge has accused Xilinx of infringing at least claim 1 of the ‘763 patent
9 through its manufacture, sale, use, and/or importation of the Xilinx Virtex-6 products, and has
10 asserted that Xilinx must take a license to the ‘763 patent to lawfully continue the manufacture,
11 sale, use, and/or importation of at least the Xilinx Virtex-6 products.

12 136. Upon information and belief, Xilinx has not directly or indirectly infringed claims
13 claim 1 of the ‘763 patent, either literally or under the doctrine of equivalents, at least because the
14 Xilinx Virtex-6 products do not include each and every element of claim 1 of the ‘763 patent.

15 137. Xilinx has informed IP Bridge that Xilinx contends that it has the right to engage
16 in the manufacture, sale, use, and/or importation of the Xilinx Virtex-6 products without a license
17 to the ‘763 patent.

18 138. Under all the circumstances in this dispute, IP Bridge has, at a minimum, created a
19 substantial, immediate, and real controversy between the parties as to the non-infringement of the
20 ‘763 patent. A valid and justiciable controversy has arisen and exists between Xilinx and IP
21 Bridge within the meaning of 28 U.S.C. § 2201.

22 139. A judicial declaration of non-infringement of the ‘763 patent is necessary and
23 appropriate in order to resolve this controversy.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Xilinx requests that the Court enter judgment in its favor and against IP
26 Bridge, and requests the following relief:

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- (A) An adjudication that Xilinx does not and has not infringed any valid and enforceable claim of the ‘151, ‘665, ‘731, ‘052, ‘915, ‘461, ‘289, ‘189, ‘102, ‘439, ‘186, and ‘763 patents;
- (B) A finding that this is an exceptional case and an award of Xilinx’s expenses, costs and attorneys’ fees pursuant to 35 U.S.C. § 285;
- (C) An award of Xilinx’s costs pursuant to Federal Rules of Civil Procedure 54; and
- (D) Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b) and Northern District of California Local Rule 3-6(a), Xilinx respectfully requests a jury trial on all issues so triable.

Dated: February 1, 2017

Respectfully submitted,

JONES DAY

By: /s/ Patrick T. Michael
Patrick T. Michael

Attorneys for Xilinx, Inc.

NAI-1502421000