

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

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UNILOC USA, INC. and	§	
UNILOC LUXEMBOURG, S.A.,	§	Civil Action No. 2:17-cv-0281
	§	
Plaintiffs,	§	
	§	
v.	§	PATENT CASE
	§	
NEXON AMERICA, INC.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
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**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

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

**THE PARTIES**

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

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

4. Upon information and belief, Nexon America, Inc. is a Delaware corporation having a place of business in 222 N. Sepulveda Blvd., Suite 300, El Segundo, CA 90245 and offering its products and/or services, including those accused herein of infringement, for purchase or download to customers and/or

potential customers located in Texas and in the judicial Eastern District of Texas. Nexon America, Inc. may be served with process through its registered agent: Corporation Service Company, 2711 Centerville Rd., Suite 400, Wilmington, DE 19808.

**JURISDICTION AND VENUE**

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

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). This Court has personal jurisdiction over Nexon, in part, because Nexon provides infringing online services to subscribers who reside in this district. Upon information and belief, Nexon is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, and/or has purposely transacted business involving the accused products in this judicial district, including sales to one or more customers in Texas.

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

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

8. Uniloc incorporates by reference the preceding paragraphs.

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,510,466 ("the '466 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR

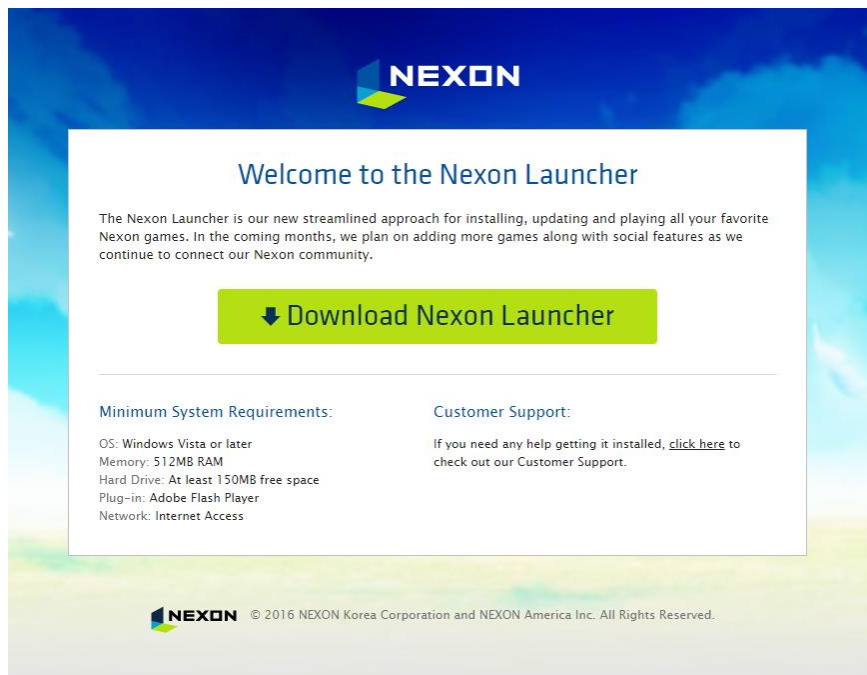
CENTRALIZED MANAGEMENT OF APPLICATION PROGRAMS ON A NETWORK that issued on January 21, 2003. A true and correct copy of the '466 Patent is attached as Exhibit A hereto.

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

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

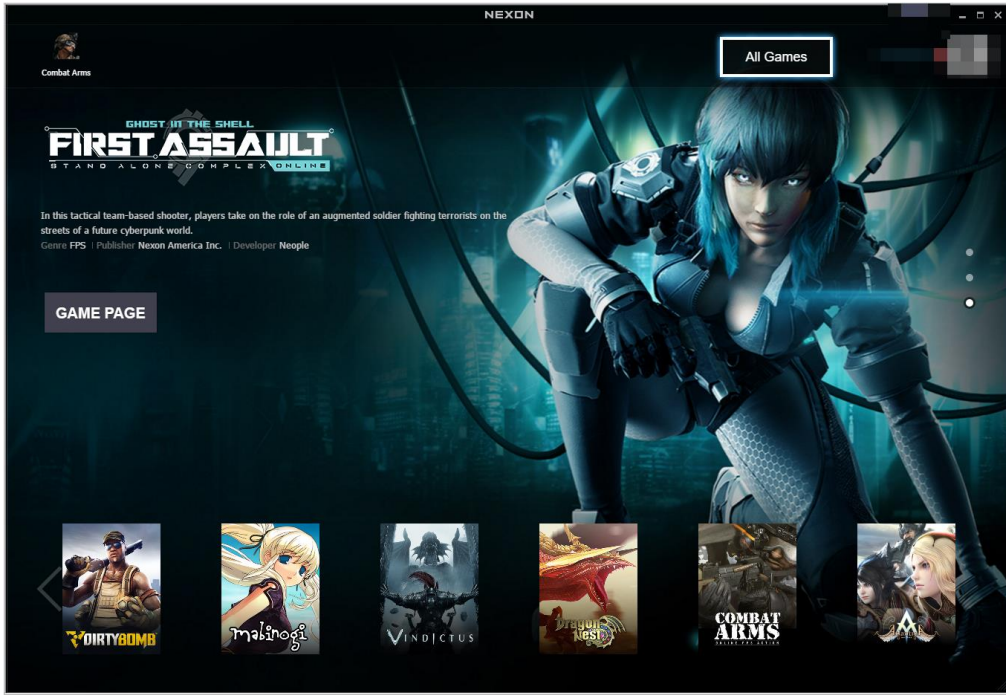
12. Nexon markets a software licensing and delivery system referred to as the "Nexon Launcher."

13. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operates (unless otherwise noted, Nexon is the source for each graphic in this complaint):

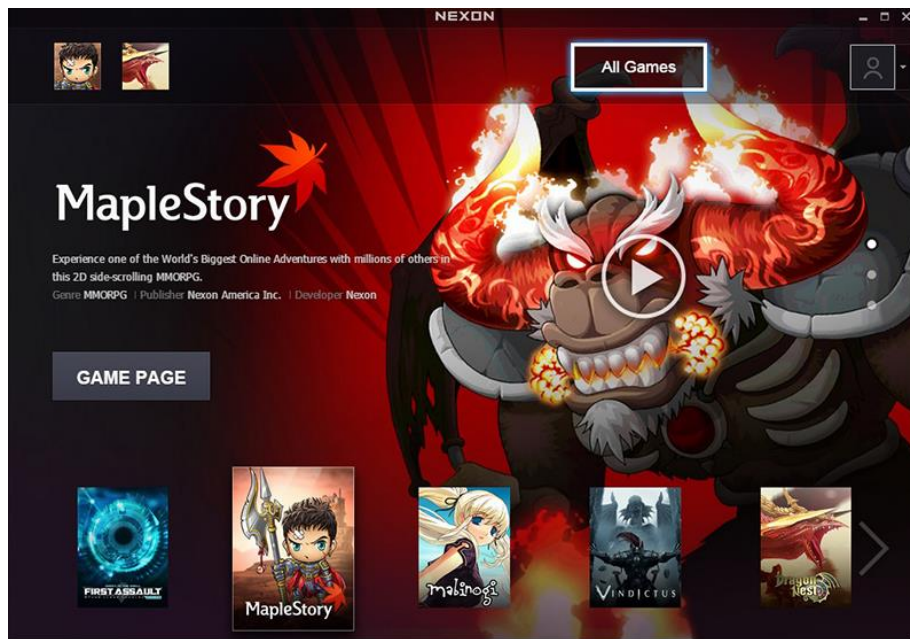


Site: <https://games.nexon.net/nexonlauncher>

14. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:

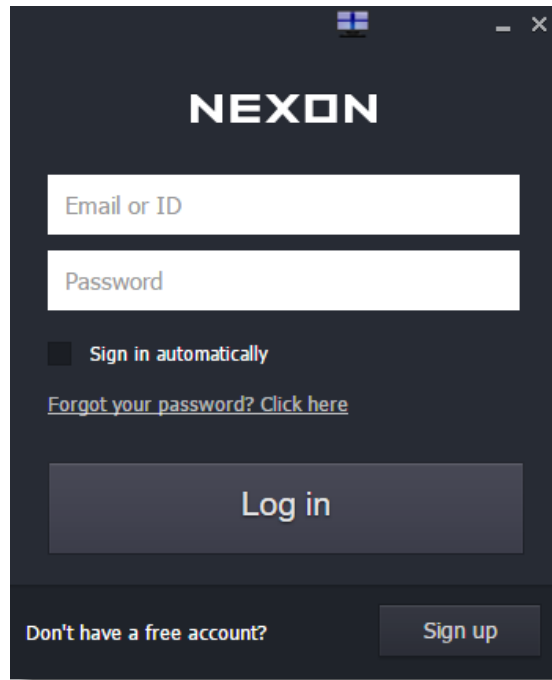


15. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:

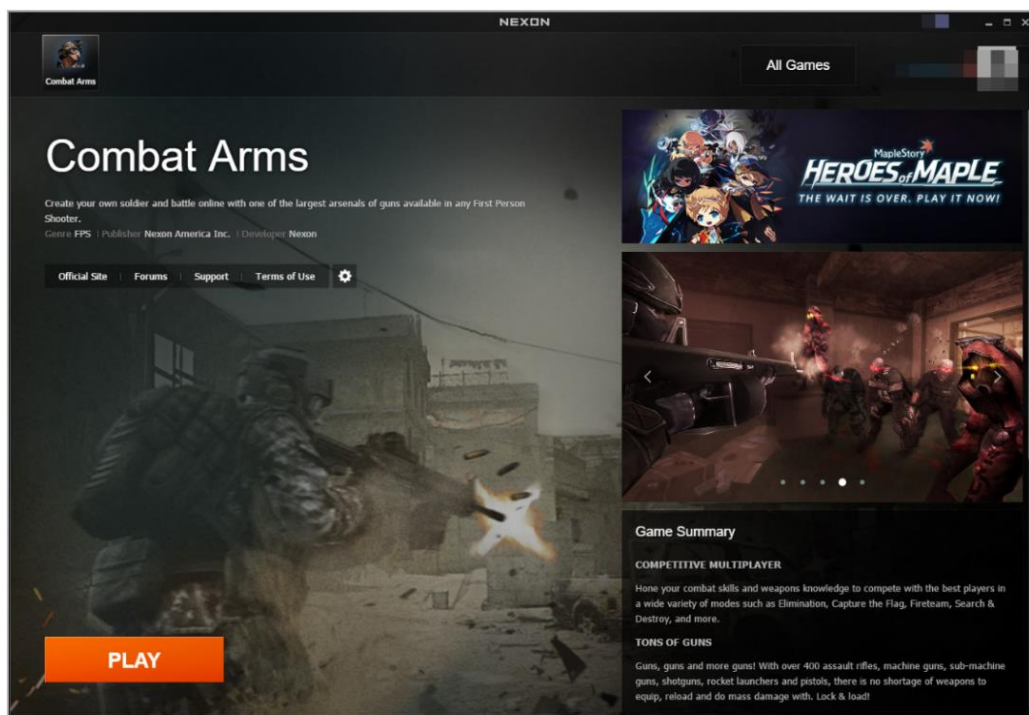


Source: <http://maplestory.nexon.net/news/4296/the-nexon-launcher-gets-a-new-look>

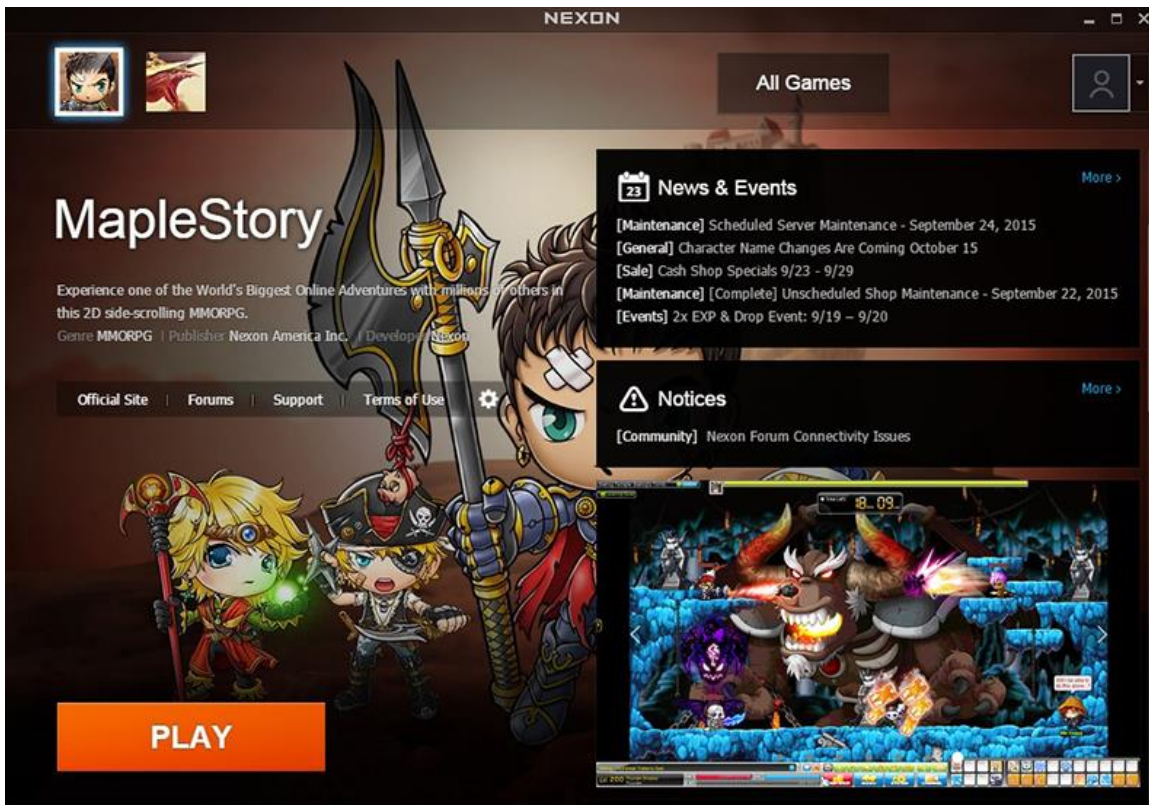
16. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:



17. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:

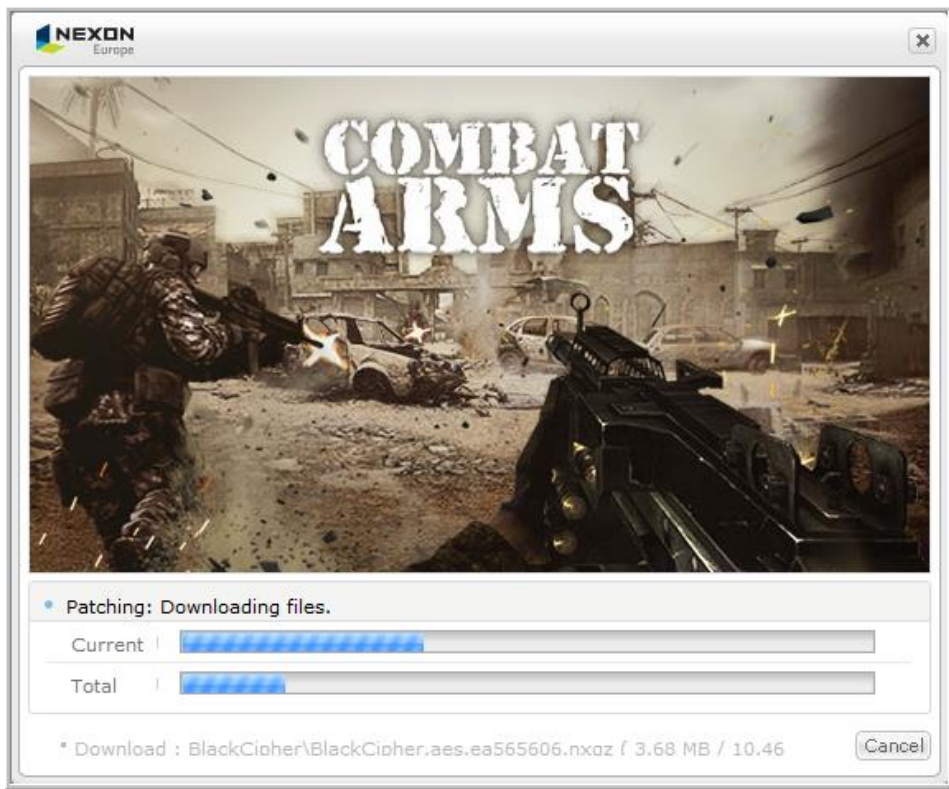


18. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:



Source: <http://maplestory.nexon.net/news/4296/the-nexon-launcher-gets-a-new-look>

19. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon's software licensing and delivery system operate:



20. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon’s software licensing and delivery system operate:

Network Activity					
		27 Mbps Network I/O	5% Network Utilization		
Filtered by nexon_client.exe, NGM.exe, nexon_client.exe, nexon_client.exe					
Image	PID	Address	Send (B/sec)	Receive (B/sec)	Total (B/sec)
NGM.exe	10060	a96-16-7-41.deploy.akamaitechnologies.com	48	3,788,618	3,788,666
nexon_client.exe	10024		1	5	6

21. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon’s software licensing and delivery system operate:



**Network Activity** 108 Kbps Network I/O 0% Network Utilization

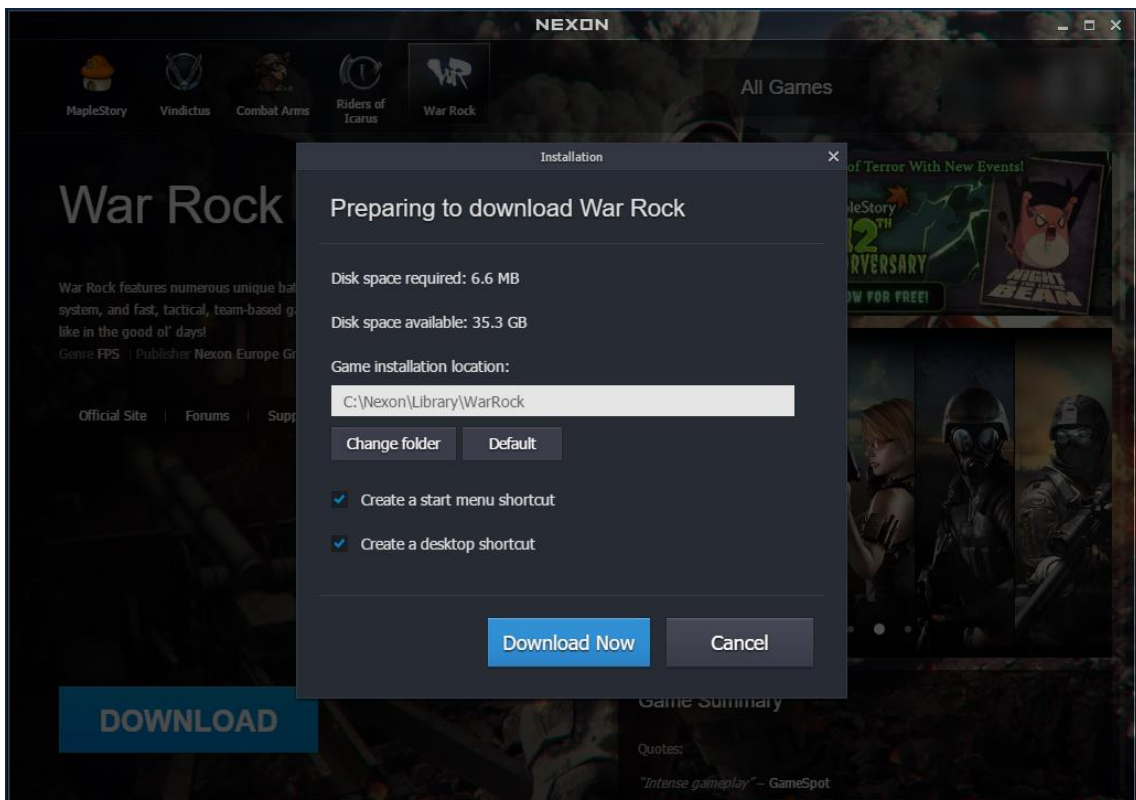
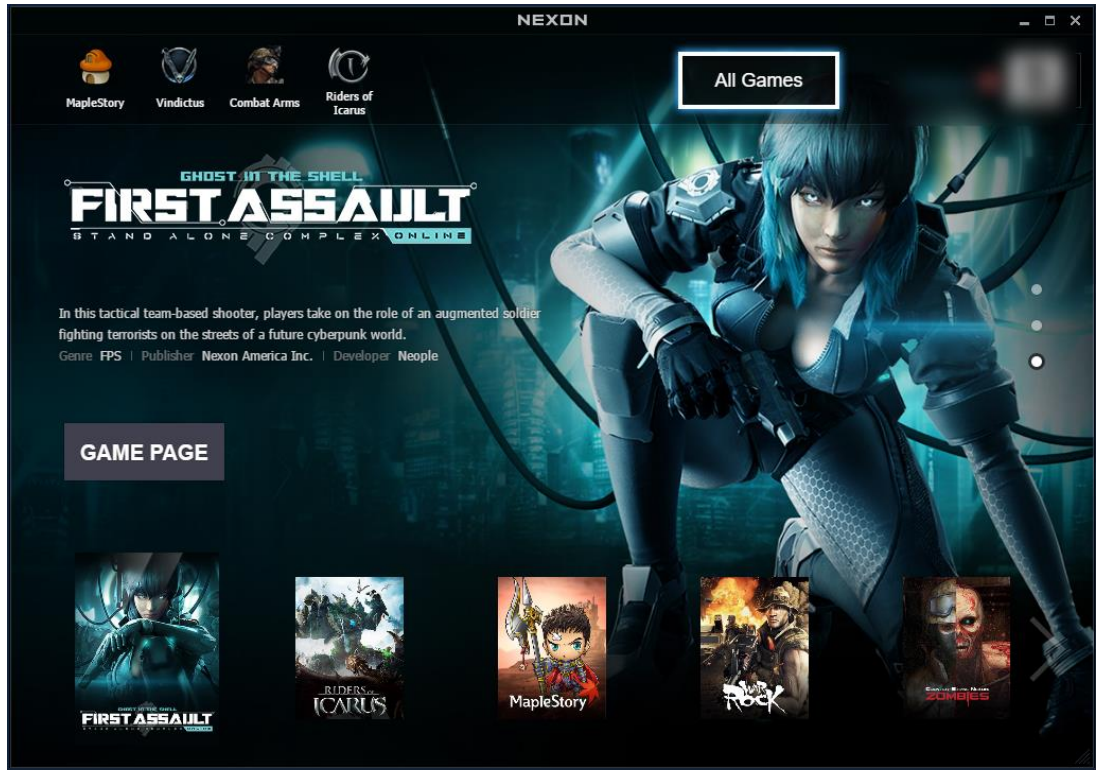
Filtered by nexon\_runtime.exe, nexon\_client.exe, nexon\_client.exe, CombatArms.exe

Image	PID	Address	Send (B/sec)	Receive (B/sec)	Total (B/sec)
nexon_runtime.exe	5840	208.85.110.158	924	3,427	4,352
nexon_runtime.exe	5840	208.85.110.155	211	742	953
nexon_runtime.exe	5840		363	272	635
nexon_client.exe	12556	lax28s01-in-f14.1e100.net	57	31	89
nexon_runtime.exe	5840	96.16.7.41	27	47	74
nexon_client.exe	11828		2	52	53
nexon_runtime.exe	5840	a23-4-96-184.deploy.static.akamaitechnologies.com	12	33	45

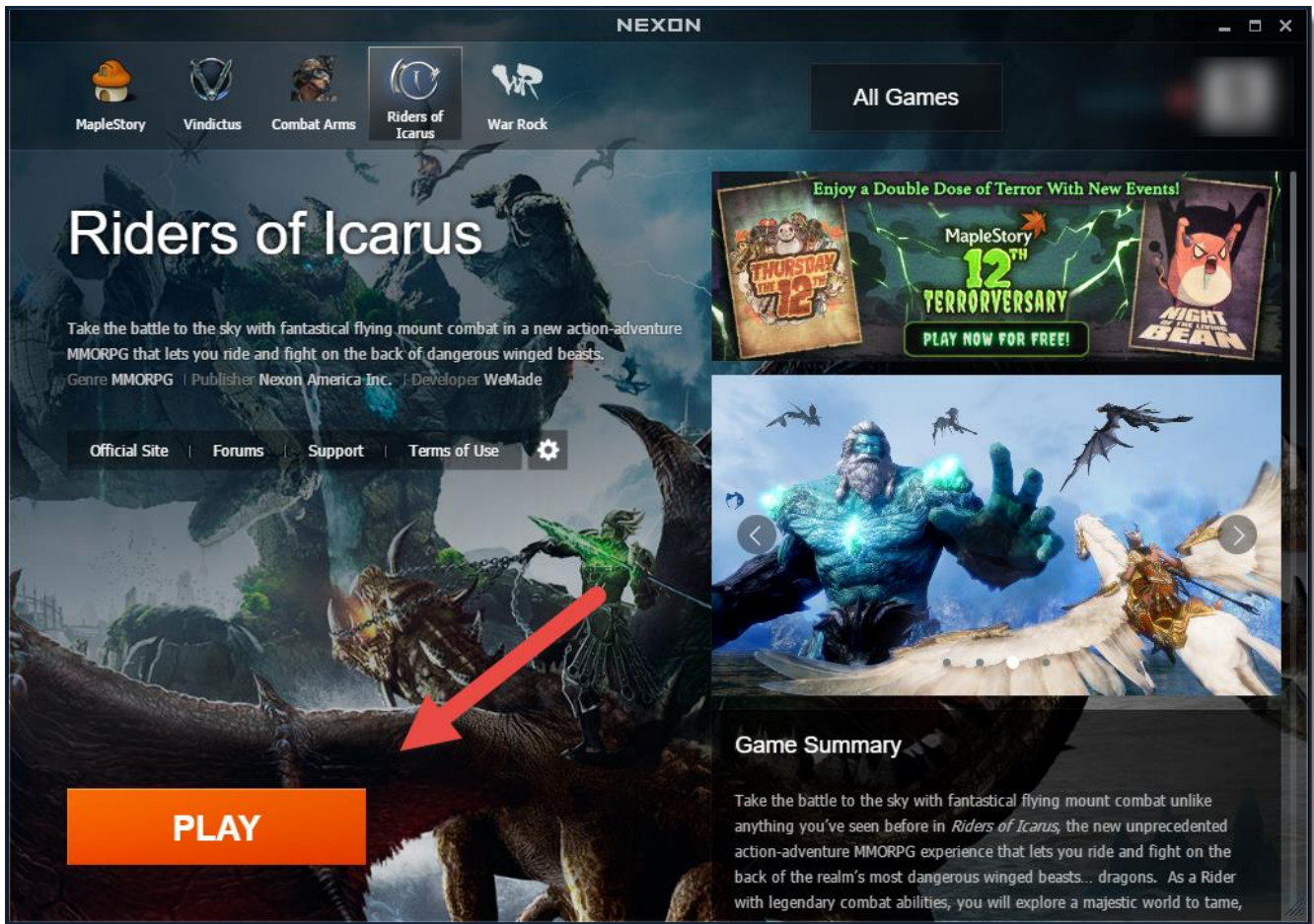
22. Upon information and belief, the following graphic illustrates, at least in part, how certain aspects of a representative sample of Nexon’s software licensing and delivery system operate:



23. A user is given a desktop to launch multiple games. If a game is not yet loaded into the Nexon library, a user is prompted to download such a game.



24. For games that are loaded a user simply need to push “Play” to launch the game.



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

26. In addition, should Nexon's software licensing and delivery system be found to not literally infringe one or more claims of the '466 Patent, Nexon's accused products would nevertheless infringe one or more claims of the '466 Patent under the doctrine of equivalents. More specifically, the accused Nexon

software delivery system performs substantially the same function (making computer games/software available for digital download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (providing authorized games/software to a client for execution). Nexon would thus be liable for direct infringement under the doctrine of equivalents.

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

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

28. Uniloc incorporates the paragraphs above by reference.

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

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

31. The ‘766 Patent has been referenced by over fifty other patent applications/patents including patents applications/patents by IBM, Microsoft, Netapp, Time Warner Cable, Fujitsu, AT&T, Toshiba, and Computer Associates.

32. Nexon has directly infringed, and continues to directly infringe one or more claims of the ‘766 Patent, including at least Claim 7, in this judicial district and elsewhere in Texas, literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling

its software licensing and delivery system during the pendency of the '766 Patent which software and associated backend server architecture inter alia allow for maintaining user policy based license management information for application programs at a server, receiving a request for a license at the server, determining license availability based on the policy information, and providing an indication of availability or unavailability.

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

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

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

35. Uniloc incorporates the paragraphs above by reference.

36. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,324,578 ("the '578 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR MANAGEMENT OF CONFIGURABLE APPLICATION PROGRAMS ON A NETWORK that issued on November 27, 2001. A true and correct copy of the '578 Patent is attached as Exhibit C hereto.

37. Uniloc USA is the exclusive licensee of the '578 Patent with ownership of all substantial

rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

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

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

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

41. Nexon may have infringed the '578 Patent through other software utilizing the same or reasonably similar functionality, including other versions of its software licensing and delivery system.

Uniloc reserves the right to discover and pursue all such additional infringing software.

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

42. Uniloc incorporates the paragraphs above by reference.

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

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

45. The ‘293 Patent has been referenced by over eighty other patent applications/patents including patents applications/patents by Cisco, AT&T, Microsoft, AOL, SAP, and Samsung.

46. Nexon has directly infringed, and continues to directly infringe one or more claims of the ‘293 Patent, including at least Claim 1, in this judicial district and elsewhere in Texas, literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its software licensing and delivery system during the pendency of the ‘293 Patent which software and associated backend server architecture *inter alia* allow for providing an application program for distribution to a network server, specifying source and target directories for the program to be distributed, preparing a file packet associated with the program including a segment configured to initiate registration and distributing the file packet to the target on-demand server to make the program available for use by a client user.

47. In addition, should Nexon’s software licensing and delivery system be found to not literally

infringe one or more claims of the '293 Patent, Nexon's accused products would nevertheless infringe one or more claims of the '293 Patent under the doctrine of equivalents. More specifically, the accused software distribution and management system performs substantially the same function (distributing application programs to a target on-demand server on a network), in substantially the same way (via a client/server environment to target on-demand users), to yield substantially the same result (making application programs available for use by target on-demand users). Nexon would thus be liable for direct infringement under the doctrine of equivalents.

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

**PRAYER FOR RELIEF**

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

- (A) that Nexon has infringed the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent;
- (B) awarding Uniloc its damages suffered as a result of Nexon's infringement of the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 284;
- (C) enjoining Nexon, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '466 Patent, the '766 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 283;
- (D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and
- (E) granting Uniloc such other and further relief as the Court may deem just and proper.



**DEMAND FOR JURY TRIAL**

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

Dated: April 7, 2017

Respectfully submitted,

/s/ James L. Etheridge

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