

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

UNILOC USA, INC., et al, Plaintiffs,	§	
	§	
v.	§	Case No. 2:16-cv-00642-JRG
	§	LEAD CASE
	§	
SAMSUNG ELECTRONICS AMERICA, INC., <i>et al.</i> ,	§	
<hr/>		
	§	
PLAYSTATION MOBILE INC.,	§	Case No. 2:16-cv-00732-JRG
Defendants.		

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT, AND FIRST
AMENDED COMPLAINT AGAINST PLAYSTATION MOBILE INC.**

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together “Uniloc”), for their Second Amended Complaint, but First Amended Complaint against defendant PlayStation Mobile Inc. (“PlayStation Mobile”), allege:

THE PARTIES

1. 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.
2. 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).
3. Uniloc Luxembourg owns a number of patents in the field of text/voice instant messaging.

4. PlayStation Mobile is a Delaware corporation, having a principal place of business in San Mateo, California. PlayStation Mobile is a subsidiary of Sony Interactive Entertainment LLC.

JURISDICTION

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 under 28 U.S.C. §§ 1331, 1338(a), and 1367.

INFRINGEMENT ALLEGATIONS

6. PlayStation Mobile distributes apps (its “PlayStation” app and its “PlayStation Messages” app) with instant voice messaging (together, “Messaging Apps”).

7. PlayStation Mobile has added to the software in its Messaging Apps code specifically designed to enable users to send instant voice messages.

8. PlayStation Mobile provides network servers and other components to enable the operation of its Messaging Apps, including instant voice messaging.

9. PlayStation Mobile instructs its customers on the use of the Messaging Apps, through training videos, demonstrations, brochures, and installation or user guides, such as those located at one or more of the following:

<http://us.playstation.com>

<http://blog.us.playstation.com>

<http://support.sonymobile.com>

<https://play.google.com/store/apps>

<https://itunes.apple.com/us/app>

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 8,724,622)

10. Uniloc incorporates paragraphs 1-9 above, by reference.

11. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,724,622 (“the ’622 Patent”), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING, which issued May 13, 2014 (attached as Exhibit A).

12. Uniloc USA is the exclusive licensee of the ’622 Patent, with ownership of all substantial rights, including the rights to grant sublicenses, to exclude others, and to recover past damages for infringement.

13. PlayStation Mobile has directly infringed, and continues to directly infringe, at least claims 3-4, 6-8, 10-19, 21-23, and 38 of the ’622 Patent by making and using a messaging system that employs the Messaging Apps, during the term of the ’622 Patent. Its software and associated PlayStation Mobile servers perform instant voice messaging over Wi-Fi and the Internet, between persons using cellphones, or other devices capable of instant voice messaging, in which digitized audio files are transmitted between recipients on a packet-switched network, and a list of currently potential recipients is displayed on the device.

14. PlayStation Mobile has indirectly infringed, and continues to indirectly infringe, at least claims 3-4, 6-8, 10-19, 21-23, and 38 of the ’622 Patent by actively inducing the using of the system that employs the Messaging Apps. PlayStation Mobile’s customers who obtain the Messaging Apps and operate them according to PlayStation Mobile’s instructions directly infringe these claims of the ’622 Patent, in violation of 35 U.S.C. § 271.

15. PlayStation Mobile could reprogram the Messaging Apps to remove the infringing functionality. As PlayStation Mobile has chosen not to reprogram the apps, PlayStation Mobile

induces direct infringement by the customers and end-users, by supplying them with the Messaging Apps containing the claimed functionality.

16. PlayStation Mobile will have been on notice of the '622 Patent since, at the latest, the service of the Original Complaint in July 2016 on its corporate parent, Sony Interactive Entertainment LLC. PlayStation Mobile knows and intends its continued actions actively induce the direct infringement of the '622 Patent.

17. PlayStation Mobile is, therefore, liable for infringement under 35 U.S.C. § 271(b).

18. PlayStation Mobile may also have infringed the '622 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Messaging Apps.

19. Uniloc has been damaged by PlayStation Mobile's infringement of the '622 Patent.

COUNT II
(INFRINGEMENT OF U.S. PATENT NO. 8,995,433)

20. Uniloc incorporates by reference paragraphs 1-9 above.

21. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,995,433 ("the '433 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING, which issued on March 31, 2015 (attached as Exhibit B).

22. Uniloc USA is the exclusive licensee of the '433 Patent, with ownership of all substantial rights, including the rights to grant sublicenses, to exclude others, and to recover past damages for infringement.

23. PlayStation Mobile has directly infringed, and continues to directly infringe, at least claims 1-5, 7-12, 14-17, and 25-27 of the '433 Patent, by making and using a messaging system that employs the Messaging Apps, during the term of the '433 Patent. Its software and associated PlayStation Mobile servers perform instant voice messaging over Wi-Fi and the Internet between

persons using cellphones or other devices capable of instant voice messaging; during which a list of potential recipients is displayed on the device, the instant messages are temporarily stored using a unique identifier, and a file manager stores, retrieves, or deletes the messages, in response to the users' request.

24. PlayStation Mobile has indirectly infringed, and continues to indirectly infringe, at least claims 1-5, 7-12, 14-17, and 25-27 of the '433 Patent by actively inducing the using of the system that employs the Messaging Apps. PlayStation Mobile's customers who obtain the Messaging Apps and operate them according to PlayStation Mobile's instructions directly infringe these claims of the '433 Patent, in violation of 35 U.S.C. § 271.

25. PlayStation Mobile could reprogram the Messaging Apps to remove the infringing functionality. As PlayStation Mobile has chosen not to reprogram the apps, PlayStation Mobile induces direct infringement by the customers and end-users, by supplying them with the Messaging Apps containing the claimed functionality.

26. PlayStation Mobile will have been on notice of the '433 Patent since, at the latest, the service of the Original Complaint in July 2016 on its corporate parent, Sony Interactive Entertainment LLC. PlayStation Mobile knows and intends its continued actions actively induce the direct infringement of the '433 Patent.

27. PlayStation Mobile is, therefore, liable for infringement under 35 U.S.C. § 271(b).

28. PlayStation Mobile may also have infringed the '433 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Messaging Apps.

29. Uniloc has been damaged by PlayStation Mobile's infringement of the '433 Patent.

COUNT III
(INFRINGEMENT OF U.S. PATENT NO. 7,535,890)

30. Uniloc incorporates paragraphs 1-9 above, by reference.

31. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,535,890 (“the ’890 Patent”), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING, which issued on May 19, 2009 (attached as Exhibit C).

32. Uniloc USA is the exclusive licensee of the ’890 Patent, with ownership of all substantial rights, including the rights to grant sublicenses, to exclude others, and to recover past damages for infringement.

33. PlayStation Mobile has directly infringed, and continues to directly infringe, at least claims 1-6, 14-15, 17-20, 28-29, 31-34, 40-43, 51-54, 62-65, and 68 of the ’890 Patent by making and using a messaging system that employs the Messaging Apps, during the term of the ’890 Patent. Its software and associated PlayStation Mobile servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones or other devices capable of instant voice messaging; in which the instant messages are temporarily stored if an intended message recipient is unavailable and delivered once the intended recipient becomes available.

34. PlayStation Mobile has indirectly infringed, and continues to indirectly infringe, at least claims 1-6, 14-15, 17-20, 28-29, 31-34, 40-43, 51-54, 62-65, and 68 of the ’890 Patent by actively inducing the using of the system that employs the Messaging Apps. PlayStation Mobile’s customers who obtain the Messaging Apps and operate them according to PlayStation Mobile’s instructions directly infringe the ’890 Patent, in violation of 35 U.S.C. § 271.

35. PlayStation Mobile could reprogram the Messaging Apps to remove the infringing functionality. As PlayStation Mobile has chosen not to reprogram the apps, PlayStation Mobile

induces direct infringement by the customers and end-users, by supplying them with the Messaging Apps containing the claimed functionality.

36. PlayStation Mobile will have been on notice of the '890 Patent since, at the latest, the service of the Original Complaint in July 2016 upon its corporate parent, Sony Interactive Entertainment LLC. PlayStation Mobile knows and intends its continued actions actively induce the direct infringement of the '890 Patent.

37. PlayStation Mobile is, therefore, liable for infringement under 35 U.S.C. § 271(b).

38. PlayStation Mobile may also have infringed the '890 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Messaging Apps.

39. Uniloc has been damaged by PlayStation Mobile's infringement of the '890 Patent.

COUNT IV
(INFRINGEMENT OF U.S. PATENT NO. 8,243,723)

40. Uniloc incorporates paragraphs 1-9 above, by reference.

41. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 8,243,723 ("the '723 Patent"), entitled SYSTEM AND METHOD FOR INSTANT VOIP MESSAGING that issued on August 14, 2012 (attached as Exhibit D).

42. Uniloc USA is the exclusive licensee of the '723 Patent, with ownership of all substantial rights, including the right to grant sublicenses, to exclude others, and to recover past damages for infringement.

43. PlayStation Mobile has directly infringed, and continues to directly infringe, at least claims 1-3 of the '723 Patent by making and using a messaging system that employs the Messaging Apps, during the term of the '723 Patent. Its software and associated PlayStation Mobile servers perform instant voice messaging over Wi-Fi and the Internet between persons using cellphones, or

other devices capable of instant voice messaging; in which the availability of the recipients' nodes is monitored, recorded, and displayed, and the instant messages are temporarily stored if an intended message recipient is unavailable, and delivered once the intend recipient becomes available.

44. PlayStation Mobile has indirectly infringed, and continues to indirectly infringe, at least claims 1-3 of the '723 Patent by actively inducing the using of the system that employs the Messaging Apps. PlayStation Mobile's customers who obtain the Messaging Apps and operate them according to PlayStation Mobile's instructions directly infringe the '723 Patent in violation of 35 U.S.C. § 271.

45. PlayStation Mobile could reprogram the Messaging Apps to remove the infringing functionality. As PlayStation Mobile has chosen not to reprogram the apps, PlayStation Mobile induces direct infringement by the customers and end-users, by supplying them with the Messaging Apps containing the claimed functionality.

46. PlayStation Mobile will have been on notice of the '723 Patent since, at the latest, the service of the Original Complaint in July 2016 upon its corporate parent, Sony Interactive Entertainment LLC. PlayStation Mobile knows and intends its continued actions actively induce the direct infringement of the '723 Patent.

47. PlayStation Mobile is, therefore, liable for infringement under 35 U.S.C. § 271(b).

48. PlayStation Mobile may also have infringed the '723 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Messaging Apps.

49. Uniloc has been damaged by PlayStation Mobile's infringement of the '723 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment:

- (A) that PlayStation Mobile has infringed the '622 Patent, '433 Patent, '890 Patent, and the '723 Patent;
- (B) awarding Uniloc its damages suffered as a result of PlayStation Mobile's infringement of the '622 Patent, '433 Patent, '890 Patent, and the '723 Patent under 35 U.S.C. § 284;
- (C) awarding Uniloc its costs, attorneys fees, expenses, and interest; and
- (D) granting Uniloc any other relief that the Court deems appropriate.

DEMAND FOR JURY TRIAL

Uniloc has demanded trial by jury.

Date: May 15, 2017

Respectfully submitted,

By: /s/ Aaron S. Jacobs

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ATTORNEYS FOR THE PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system, per Local Rule CV-5(a)(3) on May 15, 2017.

/s/ Aaron S. Jacobs

Aaron S. Jacobs