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

MANTIS COMMUNICATIONS, LLC **Plaintiff,** **v.** **REGAL CINEMAS, INC, REGAL CINEMEDIA CORPORATION, and REGAL ENTERTAINMENT GROUP, INC.** **Defendants.**	**Civil Action No. 2:17-cv-327** **JURY TRIAL DEMANDED**

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq*. in which Plaintiff Mantis Communications, LLC ("Mantis" or "Plaintiff") files this action against defendants Regal Cinemas, Inc., Regal CineMedia Corporation, and Regal Entertainment Group, Inc. (collectively "Regal Cinemas" or "Defendants") for infringing U.S. Patent Nos. 7,403,788 ("the '788 Patent"), 7,792,518 ("the '518 Patent"), 8,131,262 ("the '262 Patent"), 8,437,784 ("the '784 Patent"), 8,761,732 ("the '732 Patent"), 8,938,215 ("the '215 Patent"), and 9,092,803 ("the '803 Patent") (collectively, "patents-in-suit" or "Mantis patents").

BACKGROUND

1. Plaintiff Mantis is a Texas Limited Liability Company and is the owner by assignment of the patents-in-suit.

2. Companies including the Defendants have adopted the inventions disclosed in the Mantis patents.

3. The Mantis patents have been cited in patents and patent applications filed by companies including: Research In Motion Limited, Motorola, Tekelec, and Visa.

4. The patents-in-suit share a common specification and are entitled "System and

Method to Initiate a Mobile Data Communication Utilizing a Trigger System." True and correct copies of the patents-in-suit are attached hereto as Exhibits A through G.

5. The patents-in-suit relate back to a provisional patent application dated July 19, 2002 (Provisional Application No. 60/397,435). The patents-in-suit claim specific systems and methods to enable organizations to execute direct marketing techniques and promotions by engaging users in a more convenient way by triggering interactions through their mobile communication devices.

BACKGROUND OF THE INVENTIONS OF THE PATENTS-IN-SUIT

6. The inventions of the patents-in-suit solved a difficult problem in the field of mobile communications: how can an ordinary business use text messaging to interact with its consumers regardless of their mobile carriers?

Existence of Multiple Mobile Operators in the United States

7. A unique feature of the mobile telecommunications industry in the United States, both today and in the past, has been the existence of numerous different Mobile Public Network Operators (MNPO). These have included most notably Verizon, AT&T, Sprint, T-Mobile, U.S. Cellular, and a handful of other providers including Leap Wireless (Cricket).

8. The existence of multiple MNPOs can be attributed to public policy in the United States encouraging competition.

9. Each country owns and licenses the radio spectrum within its territory and in the public interest. The MNPOs operate on their respective allocated portions of the radio frequency spectrum. The policy in the United States values establishing price competition by licensing the spectrum to more than one MNPO. This policy ensures competition in the market, and ultimately benefits consumers.

10. Compare the U.S. policy with that of Mexico. In 2006, 90 percent of the telephone lines in Mexico were operated by Telmex, and the mobile telephone company Telcel operated almost 80 percent of all the country's cellphones. As a result, there was very little competition in the market. While this benefited people like Carlos Slim Helú, who was ranked

as the richest person in the world from 2010 through 2013, it was not good for consumers.

Text Messaging Across MNPOs

11. While there are multiple MNPOs in the United States, the market has evolved to allow for common features that interoperate across them all. One such feature common to each MNPO is the provision of Short Message Service (SMS) text and Multimedia Message Service (MMS) multimedia messaging.

12. SMS messages allows individual mobile subscribers (end-users) to send brief text messages between themselves. MMS messages are similar, but also allow for sending multimedia such as images and video.

13. Whether through SMS or MMS, when subscribers exchange messages, the messages pass through and are handled by the SMS center (SMSC) of both the sender and reciever's MPNO.

14. The main purpose of the SMSC is to route SMS messages to the appropriate destination. If the recipient is unavailable (for example, when the mobile phone is switched off), the SMSC will store the SMS message and forward the SMS message when the recipient is available.

15. But when it comes to a business needing to interact with customers simultaneously through their systems, they need a high-speed, high-capacity connection to all MPNOs of their customers. Interfacing with the SMSC of a given MNPO in a high-speed, high-capacity way without handsets, requires specialized computer components unique to each MPNO's SMSC. Each MPNO and each SMSC has its own unique capabilities and limitations for the unique need to broadcast messages through the essentially peer-to-peer SMS and MMS channels.

16. For example, each SMSC uses different: (1) protocols for communications (e.g. to prioritize and route SMS and MMS traffic); (2) methods for handling premium billing (i.e. making purchases via their signaling and messaging infrastructure); (3) protocols for confirming whether messages are sent and read; (4) methods of determining what kind of device or handset

(e.g. iPhone, Android, Blackberry, feature phone or the like) the destination user is employing; (5) methods of sending different types of messages (e.g. messages that are free to end user, premium messages, MMS messages, so-called USSD (Unstructured Supplementary Service Data) messages such as *69 for caller-id blocking; (6) protocols for message handling, such as free-to-end user messages; (7) standards such as CDMA, TDMA, GSM, EDGE, GPRS, or even later 3G or 4G protocols; (8) call setup paths, such as SS7, Sigtran or the like, which are used for sending characters and metadata information.

17. In addition, interfacing with an SMSC requires specialized hardware and software, such as dedicated fiber optics lines, security equipment and transmission hardware.

18. In short, each wireless carrier such as Verizon, AT&T, Sprint, T-Mobile, U.S. Cellular requires specialized infrastructure, computer components, telecommunications lines and hardware, and software to interface with its respective SMSC.

The Problem of Mobile Marketing Across Multiple Carriers

19. The SMS/MMS messaging systems were designed for a single subscriber to send one message at a time to a single subscriber. But by the time of the inventions in the patents-in-suit, large enterprises and consumer brands were anxious for ways to broadcast mass-customized messages to, and receive messages from, their customers. They needed to accomplish messaging without themselves having to purchase thousands of handsets and subscription plans.

20. Complicating the problem further, broadcasting customized messages to a large and diverse customer base requires compatibility with all major subscribers in the United States. As such, a messaging application server system must incorporate the specialized infrastructure, hardware and software requirements for every major MPNO in the country.

21. Prior to 2002, when the inventions in the patents-in-suit were being developed, there was no viable way for an ordinary business to implement a mobile messaging platform. This is because to be viable, a mobile marketing campaign must work with all MNPOs.

22. At the same time, a successful mobile marketing campaign that relies on sending and receiving SMS messages cannot practically be limited to a subset of MNPOs. For example,

a marketing campaign limited to customers of Verizon would exclude customers who use AT&T, Sprint, T-Mobile or other networks. This would be unacceptable to the business and to its customers, most of whom would be left out of the campaign altogether if it is limited to a single MNPO. And marketing a nationwide program that is only available to subscribers of a single carrier would be expensive and wasteful, and confusing to the customers themselves.

23. A mobile marketing campaign therefore must be interoperable with all major MNPOs.

24. While customers' use of the peer to peer SMS and MMS infrastructure is provided on open and non-discriminatory common carrier principles, the broadcast of individualized messages to end users from institutional users, such as restaurant chains, entertainment venues, financial institutions and media companies for example, must be arranged for privately through dedicated high-speed "binds" that connect directly into the MNPO's messaging infrastructure. At each carrier, the infrastructure is different, and those high capacity binds require unique hardware, software and connectivity, as described above.

25. For the MNPOs and the institutional users, this presents a many-to-many problem that is unique in the field of mobile messaging.

26. On the one hand are the many prospective institutional SMS / MMS users, such as restaurant chains and the like, who lack the means or expertise to develop specialized connections to each MNPO's unique binds, to permit seamless interaction with all customers.

27. On the other hand are the MNPOs – the carriers themselves – which lack the wherewithal or interest in developing those unique high speed connections for each and every institutional user. This presents a problem unique to the field of mobile messaging: how to interact seamlessly with customers regardless of their mobile carrier.

28. Accordingly, at the time of invention, there was no viable way for a business seeking to utilize mobile marketing to send SMS and MMS messages to all of its customers regardless of their MNPO subscription.

29. One conceivable work-around would be to "use a range of numbers for the

service access codes normally allocated to a wireless carrier for use by its subscribers…." '788 Patent, col. 3, lines 65-67. For example, a business could obtain a range of AT&T numbers operable with AT&T's SMSC, a range Sprint numbers operable with Sprint's SMSC, a range of T-Mobile numbers operable with T-Mobile's SMSC, etc., and use those numbers to carry out its mobile marketing campaign with customers on those respective networks.

30. However, this approach is not workable. Even setting aside the problem of having many different phone numbers for each carrier, which is confusing to the campaign and to end-users, such an approach "requires that the organization have a relationship with the wireless carrier offering said range, that said wireless carrier have the capability to offer this service to organizations, and that other wireless carrier allow this to happen." '788 Patent, col. 4, lines 6-9.

31. Indeed, there are over 770 mobile carriers throughout the world, and each carrier allows only a finite number of companies to access to their network. Even large professional organizations like MPNO's do not have the staff or wherewithal to deal with thousands of companies needing broadcast SMS connectivity.

32. To complicate the problem, at the time of the invention, the United States did not have standardized service access codes across all wireless carriers. The private system of short phone numbers administered by the carriers, now called the "common short code" system, did not even exist.

33. Thus, as the patents-in-suit explain, "[i]n countries with no standardized service access codes, like the U.S., it is awkward for an organization to publish different service access code addresses for each wireless carrier." '788 Patent, col. 3, lines 24-27. Publishing different codes and numbers for each carrier is confusing, awkward and would not be viable for a marketing campaign aimed at a broad user base.

34. Accordingly, at the time of invention there was no viable way for a company to implement a mobile marketing solution that would be interoperable with all major wireless carriers.

Original Assignee m-Qube, Inc. Solves the Problem of Mobile Marketing

35. Enter m-Qube, Inc. ("m-Qube"), the original assignee of the patents-in-suit. m-Qube, originally known as Proteus Mobile, Inc., was an award-winning company founded in 2001 and was based in Watertown, Massachusetts.

36. m-Qube developed an infrastructure that enabled brands to interact with consumers through their wireless devices. It did so using the proprietary computer infrastructure claimed in the patents-in-suit, which married a business marketing channel to the wireless carriers' SMS messaging platform.

37. In the patented invention, m-Qube developed a solution to the problem of the many-to-many relationship between a business and the many wireless carriers that it would need to interface with to implement a marketing program utilizing SMS messages.

38. For example, as shown below in Figure 2 of the '788 Patent, the invention covers a set of components networked together in a particular way:

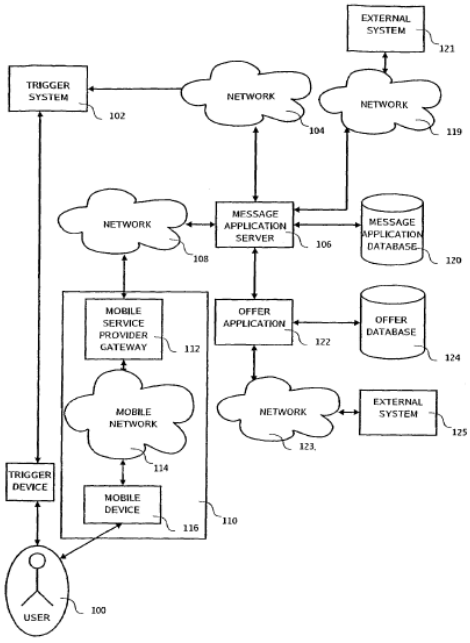

FIG. 2

39. As shown in Figure 2, a trigger system 102 is connected by means of a data network 104 to a message application server 106. *See, e.g.,* '788 Patent, col. 6, lines 65 – 67.

40. The message application server 106 is further connected to a mobile service provider or carrier system 110 by means of a data network 108 and the mobile service provider gateway 112. *Id.*, col. 6, line 67 – col. 8, line 3. This and other aspects of the invention represented a significant advancement in the field of mobile communications.

41. Businesses utilized m-Qube's unique solutions and inventions to send and receive SMS text messages to their customers, regardless of what carrier they used. The patents-in-suit state that the message application server "can simultaneously support multiple mobile service providers systems 110 and mobile device 116 technologies and hence can be connected to multiple service providers systems 110." Id., col. 10, lines 1-5.

42. Thus, m-Qube developed a unique message application server architecture that allows businesses to transmit and receive bulk SMS messages to mobile phone networks around the world. This solved the many-to-many problem by developing idiosyncratic direct high-speed connections with the messaging centers of major MPNO's around the world, and connected them to m-Qube's central message application server.

43. Brands utilizing m-Qube's service were thereby able to send and receive SMS and MMS traffic to each carriers' SMSCs, and therefore to the customer's mobile phones.

m-Qube's Solutions Achieve Renown and Commercial Success

44. The successes of m-Qube's inventions were no accident. m-Qube was led by visionary entrepreneur, Jeffrey Glass, and former OpenWave executive and wireless pioneer, Michael Burhmann. Its management team included former leaders from AT&T, McCann-Erickson, Young & Rubicam and OpenMarket.

45. m-Qube's innovations were heralded by the industry. For example, Forbes explained in a 2006 article that "making the content easily accessible over the wireless-carriers' networks wasn't an easy task." Describing the many-to-many problem, Forbes explained that content providers "would have to figure out how to make their content accessible over dozens of

operators' networks based on different technologies that are accessed by hundreds of millions of subscribers using hundreds of different kinds of phones." "It was a logistics nightmare."

46. "But m-Qube solved the problem," Forbes stated. The company "developed a distribution system that integrates into the wireless networks of service providers." M-Qube's infrastructure included "direct connections with more than two-dozen wireless partners, including Verizon Wireless, Cingular Wireless, Sprint Communications, T-Mobile, Alltel, Cincinnati Bell Wireless and Rogers Wireless," reaching more than 200 million subscribers throughout North America.

47. As a testament to the value of m-Qube's proprietary inventions, the company received significant funding from major venture capital firms. Over the course of four years, it received a total of $42.4M in funding: $6.9M from Bain Capital Ventures and General Catalyst in September 2002; $8M from Sigma Partners in November 2003; $17.5M from Globespan Capital Partners in December 2004; and $10M from HarbourVest Partners in August 2005.

48. m-Qube's technology also achieved commercial success and renown. Its customers made up an impressive roster of big name advertisers, including Sony Pictures, CBS, Major League Baseball, Warner Music Group, Reuters, Procter & Gamble, and Viacom. For example, GQ magazine used m-Qube's proprietary technology to offer four million readers information about events, private sales, shopping nights, and giveaways to their cellphones in the form of SMS messages.

49. The American Red Cross and other charities successfully used m-Qube's message application server system to raise over $40 million for relief efforts in the Haiti earthquake, publicizing premium short codes enabling donors to give money to earthquake relief from their mobile phone bills through text messaging.

50. m-Qube's technology was used for many years throughout America for voting on interactive television shows, including American Idol. Fueled by the show's runaway success, this taught American consumers that text messages could be used to interact with their favorite brands. American Idol was the first time millions of consumers used their phones for a national

promotion, but it would not be the last.

51. m-Qube's technology went on to be used for many important campaigns and events. It was used for tsunami relief efforts, where consumers could contribute by sending text messages to "4CARE." It was used for a mobile storefront launched by pop artist Madonna, by Procter & Gamble's Herbal Essences Mobile Storefront, and by SHOWTIME for the mobile store for its original television series "The L Word."

52. m-Qube and its message application platform also received industry accolades and awards. m-Qube was chosen in 2003 as the Ad:Tech Award winner for Best Wireless Advertising Campaign, illustrating its status as the leading solutions provider for the mobile messaging market. m-Qube also won the award for a wireless text messaging campaign promoting the summer blockbuster Terminator 3: Rise of the Machines.

53. m-Qube's message application platform also won the 2003 Massachusetts Interactive Media Council (MIMC)'s Mobility Award in the technology category. The MIMC award recognizes excellence in the creation of interactive media applications and products designed, produced or developed in New England.

Verisign Acquires M-Qube for $250 Million

54. Due in large part to its proprietary infrastructure and the message application server technology, m-Qube was acquired in 2006 by VeriSign Inc. for $250 million. At the time, it had over 200 employees across North America.

55. VeriSign's executive vice president Vernon Irvin said of the acquisition: "VeriSign is combining its world-class expertise, applications and infrastructure to make content convergence over any network and any device a reality. m-Qube will increase our leadership and expand our services in this emerging category,"

56. The quarter-billion dollar acquisition was also received positively by industry analysts. JP Morgan Equity Research hailed it as "a major positive" that "gives Verisign a lead at this point in providing mobile content infrastructure in North America."

57. Following the acquisition, m-Qube executives and engineers moved into leading

roles in the technology industry. For example, m-Qube's former Vice President of Business Development moved onto the position of Director at Apple. Other former m-Qube employees founded or took executive positions at technology companies in the Boston and Silicon Valley areas, including at Unbound Commerce, Frag'D Entertainment, Clovr Media, 4INFO, Paydiant, and Apricot Capital.

PARTIES

58. Mantis is a Texas Limited Liability Company with a principal place of business at 2600 Avenue K, Plano Texas 75074.

59. Regal Cinemas, Inc. is a Tennessee corporation with its principal place of business at 7132 Regal Lane, Knoxville, TN 37918-5803. Regal Cinemas, Inc. is registered to do business in the State of Texas and it may be served with process by delivering a summons and a true and correct copy of this complaint to its registered agent for receipt of service of process, CT Corporation System, 1999 Bryan Street, Ste. 900, Dallas, TX 75201-3136.

60. Regal CineMedia Corporation is a Virginia corporation with its principal place of business at 7132 Regal Lane, Knoxville, TN 37918-5803. Regal CineMedia Corporation is registered to do business in the State of Texas and it may be served with process by delivering a summons and a true and correct copy of this complaint to its registered agent for receipt of service of process, CT Corporation System, 1999 Bryan Street, Ste. 900, Dallas, TX 75201-3136.

61. Regal Entertainment Group, Inc. is a Delaware corporation with its principal place of business at 7132 Regal Lane, Knoxville, TN 37918-5803. Regal Entertainment Group, Inc. may be served with process by delivering a summons and a true and correct copy of this complaint to its registered agent for receipt of service of process, The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, DE 19801.

JURISDICTION AND VENUE

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

63. This Court has personal jurisdiction over the Defendants because, among other reasons, the Defendants have established minimum contacts with the forum state of Texas. The Defendants, directly or through third-party intermediaries, make, use, import, offer for sale, or sell products or services within the state of Texas, and particularly within the Eastern District of Texas. The Defendants have purposefully availed themselves of the benefits of doing business in the state of Texas and the exercise of jurisdiction over the Defendants would not offend traditional notions of fair play and substantial justice. The Defendants have 27 regular and established theaters in the state of Texas, including in Tyler, Dallas, Irving, Fort Worth, and Houston.

64. Venue is proper in this District under 28 U.S.C. § 1400(b) because the Defendants have committed acts of patent infringement in this District and have regular and established places of business in this District.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 7,403,788

65. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

66. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '788 patent

67. The Defendants have directly infringed and continue to infringe the '788 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services.

68. By making, using, offering for sale, or selling targeted content delivery products and/or services infringing the claims of the '788 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '788 Patent pursuant to 35 U.S.C. § 271(a).

69. A representative claim chart showing the Defendants' infringement of the '788

patent is attached hereto as Exhibit D-1, which is incorporated herein by reference in its entirety.

70. As a result of the Defendants' infringement of the '788 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless the Defendants' infringing activities are enjoined by this Court.

71. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '788 Patent, Mantis will be greatly and irreparably harmed.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 7,792,518

72. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

73. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '518 Patent.

74. The Defendants have directly infringed and continue to infringe the '518 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services.

75. A representative claim chart showing the Defendants' infringement of the '518 patent is attached hereto as Exhibit D-2, which is incorporated herein by reference in its entirety.

76. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '518 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '518 Patent pursuant to 35 U.S.C. § 271(a).

77. As a result of the Defendants' infringement of the '518 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless the Defendants' infringing activities are enjoined by this Court.

78. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '518 Patent, Mantis will be greatly and irreparably harmed.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 8,131,262

79. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

80. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '262 Patent.

81. The Defendants have directly infringed and continue to infringe the '262 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services.

82. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '262 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '262 Patent pursuant to 35 U.S.C. § 271(a).

83. A representative claim chart showing the Defendants' infringement of the '262 patent is attached hereto as Exhibit D-3, which is incorporated herein by reference in its entirety.

84. As a result of the Defendants' infringement of the '262 Patent, Mantis has

suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless the Defendants' infringing activities are enjoined by this Court.

85. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '262 Patent, Mantis will be greatly and irreparably harmed.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 8,437,784

86. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

87. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '784 patent.

88. The Defendants have directly infringed and continue to infringe the '784 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services.

89. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '784 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '784 Patent pursuant to 35 U.S.C. § 271(a).

90. A representative claim chart showing the Defendants' infringement of the '784 patent is attached hereto as Exhibit D-4, which is incorporated herein by reference in its entirety.

91. As a result of the Defendants' infringement of the '784 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants'

infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

92. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '784 Patent, Mantis will be greatly and irreparably harmed.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 8,761,732

93. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

94. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '732 Patent.

95. The Defendants have directly infringed and continue to infringe the '732 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services.

96. By making, using, offering for sale, or selling targeted content delivery products or services infringing the claims of the '732 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '732 Patent pursuant to 35 U.S.C. § 271(a).

97. A representative claim chart showing the Defendants' infringement of the '732 patent is attached hereto as Exhibit D-5, which is incorporated herein by reference in its entirety.

98. As a result of the Defendants' infringement of the '732 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by

the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless the Defendants' infringing activities are enjoined by this Court.

99. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '732 Patent, Mantis will be greatly and irreparably harmed.

COUNT VI

INFRINGEMENT OF U.S. PATENT NO. 8,938,215

100. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

101. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '215 Patent.

102. The Defendants have directly infringed and continue to infringe the '215 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling target content delivery products or services.

103. A representative claim chart showing the Defendants' infringement of the '215 patent is attached hereto as Exhibit D-6, which is incorporated herein by reference in its entirety.

104. By making, using, offering for sale, or selling targeted content delivery products or services infringing the claims of the '215 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '215 Patent pursuant to 35 U.S.C. § 271(a).

105. As a result of the Defendants' infringement of the '215 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue

to suffer damages in the future unless the Defendants' infringing activities are enjoined by this Court.

106. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the '215 Patent, Mantis will be greatly and irreparably harmed.

COUNT VII

INFRINGEMENT OF U.S. PATENT NO. 9,092,803

107. Mantis incorporates by reference the foregoing paragraphs of this Complaint.

108. The Defendants make, use, sell, or offer for sale in this District and elsewhere in the United States products or services for targeted content delivery on a mobile device. The Defendants' targeted content delivery products or services provide or support enabling targeted content delivery to a mobile device as described and claimed in the '803 Patent.

109. The Defendants have directly infringed and continue to infringe the '803 Patent in this District and elsewhere in the United States by, among other things, making, using, offering for sale, or selling targeted content delivery products or services.

110. A representative claim chart showing the Defendants' infringement of the '803 patent is attached hereto as Exhibit D-7, which is incorporated herein by reference in its entirety.

111. By making, using, offering for sale, or selling target content delivery products or services infringing the claims of the '803 Patent, the Defendants have injured Mantis and are liable to Mantis for direct infringement of the claims of the '803 Patent pursuant to 35 U.S.C. § 271(a).

112. As a result of the Defendants' infringement of the '803 Patent, Mantis has suffered monetary damages in an amount adequate to compensate for the Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court, and Mantis will continue to suffer damages in the future unless the Defendants' infringing activities are enjoined by this

Court.

113. Unless a permanent injunction is issued enjoining the Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the claims of the ’803 Patent, Mantis will be greatly and irreparably harmed.

PRAYER FOR RELIEF

Plaintiff respectfully requests the following relief from this Court:

A. That the Defendants have directly infringed the ’788, ’518, ’262, ’784, ’732, ’215, and ’803 patents;

B. That the Defendants and any of their affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for any of them or on any of their behalf, or acting in concert with any of them directly or indirectly, be enjoined from infringing the ’788, ’518, ’262, ’784, ’732, ’215, and ’803 patents;

C. A permanent injunction enjoining the Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with the Defendants, from infringing the ’788, ’518, ’262, ’784, ’732, ’215, and ’803 patents;

D. That the Defendants be ordered to pay damages to Mantis, together with costs, expenses, pre-judgment interest and post-judgment interest as allowed by law;

E. That the Defendants be ordered to provide an accounting;

F. That the Defendants be ordered to pay supplemental damages to Mantis, including without limitation interest;

G. That the Defendants’ infringement be adjudged willful;

H. That the damages for the Defendants be increased under 35 U.S.C. § 284 to three times the amount found or assessed;

I. That the Court enter judgment against the Defendants, and in favor of Mantis in all respects;

J. That the Court determine this is an exceptional case under 35 U.S.C. § 285 and an award of attorneys' fees and costs to Mantis is warranted in this action; and

K. For any such other and further relief as the Court deems just and equitable.

JURY TRIAL DEMANDED

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

Dated: June 22, 2017

Respectfully submitted,

By: /s/ Ryan E. Hatch

Ryan E. Hatch
Law Office of Ryan E. Hatch
CA State Bar No. 235577
13323 W. Washington Blvd., Suite 100
Los Angeles, CA 90066
Tel. 310-279-5076
Fax. 310-693-5328
Email: ryan@ryanehatch.com

Attorneys for Plaintiff,
Mantis Communications, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via electronic mail.

/s/ Ryan E. Hatch