

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

GREATER BOSTON AUTHENTICATION SOLUTIONS, LLC,	§	
	§	
Plaintiff,	§	Civil Action No.
	§	
v.	§	PATENT CASE
	§	
AUTODESK, INC.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
	§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Greater Boston Authentication Solutions, LLC (“GBAS”), as and for its complaint against defendant, Autodesk, Inc. (“Autodesk”), alleges as follows:

THE PARTIES

1. Greater Boston Authentication Solutions, LLC (“GBAS”) is a Massachusetts corporation having a principal place of business at 195 Bridle Path, North Andover, MA 01845.
2. GBAS owns a number of patents in the field of authorizing the unlocking of electronic data using cryptographic authentication.
3. Upon information and belief, Autodesk is a Delaware corporation having a regular and established place of business at 23 Drydock Avenue, Suite 610E, Boston, MA 02210.
4. Upon information and belief, Autodesk offers its software products with Autodesk Product Activation and Licensing technologies, including those accused herein of infringement, to customers and/or potential customers located in the judicial district of Massachusetts. Autodesk

may be served with process through its registered agent in Massachusetts: National Registered Agents, Inc., 155 Federal Street, Suite 700, Boston, MA 02110.

JURISDICTION AND VENUE

5. GBAS 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). Upon information and belief, Autodesk is deemed to reside in this judicial district, has a regular and established place of business in this judicial district, has committed acts of infringement in this judicial district, and has purposely transacted business involving the accused products in Massachusetts and this judicial district.

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

COUNT I

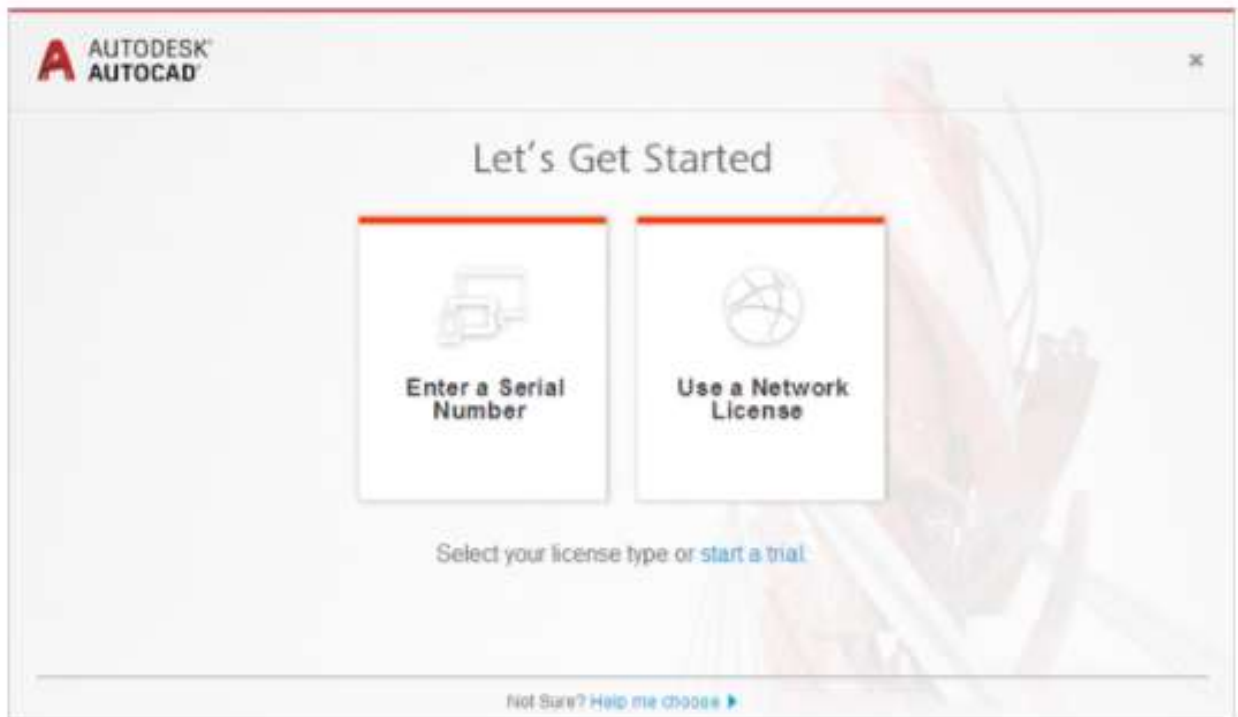
(INFRINGEMENT OF U.S. PATENT NO. 7,346,583)

8. GBAS incorporates paragraphs 1-7 above by reference.

9. GBAS is the owner, by assignment, of U.S. Patent No. 7,346,583 ("the '583 Patent"), entitled REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA SYSTEM AND METHOD that issued on March 18, 2008. A true and correct copy of the '583 Patent is attached as Exhibit A hereto.


10. GBAS has all substantial rights in the '583 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, the following image shows the Autodesk Product Licensing and Activation software:



12. Upon information and belief, the following statement from Autodesk's website is a description of the Autodesk Product Licensing and Activation software, specifically regarding Autodesk's use of identifying information for licensing and activation purposes:

Definition of Hardware ID (Host ID)

By:  AUTODESK Support
Date: 09/2011

SHARE  ADD TO COLLECTION 

Issue:

Need to retrieve the Hardware ID for activation or licensing purposes.

Solution:

A **Hardware ID** (= Host ID) is an alphanumeric code that identifies the machine that is authorized to run the software, required for Online Product Activation. This number can be an ethernet ID (also known as a MAC Address) or a hardware lock (dongle). The Product Configuration wizard will, in most cases, identify your MAC Address. Or, you can get your Hardware ID by choosing **Licensing Utility Tasks** from the Product Configuration Wizard, and selecting **Show OPA Hardware Identifiers on this computer**.

Important: If you have a laptop computer attached to a docking station, the Product Configuration Wizard will not be able to identify the correct Hardware ID. You will need to contact your system administrator to identify the MAC address of an ethernet adapter that will be available to the laptop when it is undocked.

13. Upon information and belief, the below statement from Autodesk's website describes how Autodesk's Product Licensing and Activation software uses the presence of a valid digital signature to protect Autodesk software programs against unauthorized use and casual copying:

The network license file you receive from Autodesk contains licensing information that authorizes your use of one or more Autodesk products in a network installation. The file contains information about network server nodes and vendor daemons, and an encrypted digital signature. If any of the technical information, such as host name and ID, is incorrect, the resulting license errors can prevent you from using the Autodesk products. If the host name in the file does not match the actual host name, you can manually edit the license file in a text editor. But if the host ID in the file is wrong, you must request a new license file from Autodesk.

14. Autodesk has directly infringed one or more claims of the '583 Patent in the United States during the pendency of the '583 Patent, including at least claims 1-3, 5-12, 14-21, 23-30, and 32-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling Autodesk Product Licensing and Activation software during the pendency of the '583 Patent which software *inter alia* allows for generating, with a digital signature algorithm, a verification key; combining software and the verification key to create distributable software; inputting identifying information, with the identifying information including user-identifying information, licensing information, batch number, user token date or

time, or with the identifying information including a hash of user-identifying information, licensing information, batch number, user token, date or time, to a user-key generator; converting, with the user-key generator, the identifying information to a numeric representation; generating, using the numeric representation, a user key, with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the identifying information to determine an access level to the software.

15. In addition, should the Autodesk Product Activation and Licensing software be found to not literally infringe the asserted claims of the '583 Patent, the product would nevertheless infringe the asserted claims of the '583 Patent. More specifically, the accused software performs substantially the same function (controlling the unauthorized use of software), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify a relationship between identifying information and a user key), to yield substantially the same result (determining an access level to the software). Autodesk would thus be liable for direct infringement under the doctrine of equivalents.

16. Autodesk may have infringed the '583 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Autodesk Product Activation and Licensing software. GBAS reserves the right to discover and pursue all such additional infringing software.

17. GBAS has been damaged, reparably and irreparably, by Autodesk's infringement of the '583 Patent.

COUNT II
(INFRINGEMENT OF U.S. PATENT NO. 6,567,793)

18. GBAS incorporates paragraphs 1-17 above by reference.

19. GBAS is the owner, by assignment, of U.S. Patent No. 6,567,793 (“the ’793 Patent”), entitled REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA SYSTEM AND METHOD that issued on May 20, 2003. A true and correct copy of the ’793 Patent is attached as Exhibit B hereto.

20. GBAS has all substantial rights in the ’793 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

21. Autodesk has directly infringed one or more claims of the ’793 Patent in the United States during the pendency of the ’793 Patent, including at least claims 1-3, 5-13, 15-21, 23-31, 33-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Autodesk Product Activation and Licensing software during the pendency of the ’793 Patent which software *inter alia* allows for generating, with a digital signature algorithm, a verification key with a product key generator; combining software and the verification key to create distributable software; distributing the distributable software to a user within a group of users; inputting group identifying information to a user-key generator; converting, by the user-key generator, the group-identifying information to a numeric representation; generating, using the numeric representation, a user key with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the group-identifying information to determine an access level to the protected software.

22. In addition, should the Autodesk Product Activation and Licensing software be found to not literally infringe the asserted claims of the ’793 Patent, the product would nevertheless infringe the asserted claims of the ’793 Patent. More specifically, the accused software performs

substantially the same function (controlling the unauthorized use of software distributed to a group of users), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify the relationship between group-identifying information and a user key), to yield substantially the same result (determining an access level to the protected software).

23. Autodesk may have infringed the '793 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Autodesk Product Activation and Licensing software. Autodesk reserves the right to discover and pursue all such additional infringing software.

24. GBAS has been damaged, reparably and irreparably, by Autodesk's infringement of the '793 Patent.

COUNT III
(INFRINGEMENT OF U.S. PATENT NO. 5,982,892)

25. GBAS incorporates paragraphs 1-24 above by reference.

26. GBAS is the owner, by assignment, of U.S. Patent No. 5,982,892 ("the '892 Patent"), entitled SYSTEM AND METHOD FOR REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA that issued on November 9, 1999. A true and correct copy of the '892 Patent is attached as Exhibit C hereto.

27. GBAS has all substantial rights in the '892 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

28. Autodesk has directly infringed one or more claims of the '892 Patent in the United States during the pendency of the '892, including at least claims 1-3, 5-13, and 15-18, literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its Autodesk Product Activation and Licensing software during the pendency of the

'892 Patent, which software *inter alia* allows for generating, with a digital signature algorithm, a verification key with a product key generator; combining software and the verification key to create distributable software; distributing the distributable software to a user; installing the distributable software on a user computer system as protected software; inputting user-identifying information to a user-key generator; converting, by the user key generator, the user-identifying information to a numeric representation; generating, using the numeric representation, a user key with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the user identifying information to determine an access level to the software..

29. In addition, should the Autodesk Product Activation and Licensing software be found to not literally infringe the asserted claims of the '892 Patent, the product would nevertheless infringe the asserted claims of the '892 Patent. More specifically, the accused software performs substantially the same function (controlling the unauthorized use of software), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify a relationship between identifying information and a user key), to yield substantially the same result (determining an access level to the software). Autodesk would thus be liable for direct infringement under the doctrine of equivalents.

30. Autodesk may have infringed the '892 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Autodesk Product Activation and Licensing software. GBAS reserves the right to discover and pursue all such additional infringing software.

31. GBAS has been damaged, reparably and irreparably, by Autodesk's infringement of the '892 Patent.

PRAYER FOR RELIEF

GBAS requests that the Court enter judgment against Autodesk as follows:

- (A) Autodesk has infringed the '583 Patent, the '793 Patent, and the '892 Patent;
- (B) awarding GBAS its damages suffered as a result of Autodesk's infringement of the '583 Patent, the '793 Patent, and the '892 Patent;
- (C) awarding GBAS its costs, attorneys' fees, expenses and interest, and
- (D) granting GBAS such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

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

Date: February 2, 2018

Respectfully submitted,

/s/ Paul J. Hayes

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James J. Foster

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ATTORNEYS FOR THE PLAINTIFF