UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CheckSum Ventures, LLC,	Case No. _____
Plaintiff,	
v.	Patent Case
CertainSafe, Inc.,	Jury Trial Demanded
Defendant.	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff CheckSum Ventures LLC ("CheckSum"), through its attorney, complains of

CertainSafe, Inc. ("CertainSafe"), and alleges the following:

PARTIES

1. Plaintiff CheckSum Ventures LLC is a corporation organized and existing under the laws of

   Michigan that maintains its principal place of business at 29108 Lorie Ln, Wixom, MI

   48393.

2. Defendant CertainSafe, Inc. is a corporation organized and existing under the laws of

   Delaware that maintains its principal place of business at 2005 Aeroplaza Dr., Colorado

   Springs, CO 80916.

JURISDICTION

3. This is an action for patent infringement arising under the patent laws of the United States,

   Title 35 of the United States Code.

4. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

1

5. This Court has personal jurisdiction over CertainSafe because it has engaged in systematic and continuous business activities in the District of Delaware. Specifically, CertainSafe provides its full range of services to residents in this District. As described below, CertainSafe has committed acts of patent infringement giving rise to this action within this District.

VENUE

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because CertainSafe has committed acts of patent infringement in this District, has a regular and established place of business in this District and is incorporated in the state of Delaware. Specifically, CertainSafe provides its full range of services to residents in this District. In addition, CheckSum has suffered harm in this district.

PATENT-IN-SUIT

7. CheckSum is the assignee of assignee of all right, title and interest in United States Patent No. 8,301,906 (the "'906 Patent" or the "Patent-in-Suit"), including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the Patent-in-Suit. Accordingly, CheckSum possesses the exclusive right and standing to prosecute the present action for infringement of the Patent-in-Suit by CertainSafe.

The '906 Patent

8. On October 30, 2012, the United States Patent and Trademark Office issued the '906 Patent. The '906 Patent is titled "Apparatus for Writing Information on a Data Content on a Storage Medium." The application leading to the '906 Patent was filed on July 27, 2007 and is a national stage entry and continuation of the PCT application PCT/EP2007/003658 filed on

April 25, 2007. A true and correct copy of the '906 Patent is attached hereto as Exhibit A and incorporated herein by reference.

9.   The '906 Patent is valid and enforceable.

10. The invention in the '906 Patent provides an apparatus for storing a checksum over each file that is recorded on an optical disc in a file system independent way. Ex. A at 2:37-38.

11. The inventors recognized that there was a need for storing data allowing users to verify an origin of the data and its integrity. *Id.* at 1:30-36.

<div align="center">

COUNT I: INFRINGEMENT OF THE '906 PATENT

</div>

12. CheckSum incorporates the above paragraphs herein by reference.

13. **Direct Infringement.** CertainSafe has been and continues to directly infringe at least claim 1 of the '906 Patent in this District and elsewhere in the United States by providing products, for example, CertainSafe's platform, which writes checksum data and replaces sensitive data with DigiTokens. CertainSafe and/or its customers cause the storage solution to write checksum information for stored content on its cloud platform, which occurs at least during the tokenization and de-tokenization processes of the "DigiTokens." *See* Figure 1; https://certainsafe.com/.

Step 2: MicroEncryption

Simultaneously replace the sensitive data with CertainSafes's proprietary DigiToken placeholders. Your storage system now only contains a virtual representation of the original data, and the sensitive data is securely transferred to our cloud.

Step 4: Retrieval

When retrieval is required, files are unencrypted and de-tokenized, reassembled and returned in real-time to whatever application requires the information for processing. Whole files can be returned or specific data objects curated for batch processing. Retrieval is blazingly fast.

Figure 1. CertainSafe's platform writes checksum data and replaces sensitive data with DigiTokens. CertainSafe and/or its customers cause the storage solution to write checksum information for stored content on its cloud platform, which occurs at least during the tokenization and de-tokenization processes of the "DigiTokens."

14. CertainSafe's device has a provider for providing checksum information based on a data content. For example, CertainSafe's platform, which writes checksum data and replaces sensitive data with DigiTokens. CertainSafe and/or its customers cause the storage solution to write checksum information for stored content on its cloud platform, which occurs at least during the tokenization and de-tokenization processes of the "DigiTokens." *See* Figure 1.

15. CertainSafe's device has a writer for writing the data content, the checksum information and control information on a physical or logical location of the checksum information on the storage medium, such that a baseline reader and an enhanced reader can read the data content, the enhanced reader can read and process the control information and the checksum information, and the baseline reader ignores, skips or does not read the checksum information. For example, CertainSafe's platform CertainSafe and/or its customers cause the storage solution to write checksum information for stored content in its Digital Safety Deposit Box. While the checksum information is used to verify data integrity of the stored content, the stored content can also be viewed and retrieved while the checksum information is ignored and not read. *See* Figure 1.

16. **Induced Infringement.** CertainSafe has also actively induced, and continues to induce, the infringement of at least claim 1 of the '906 Patent by actively inducing its customers,

4

including merchants and end-users to use CertainSafe's products in an infringing manner as described above. Upon information and belief, CertainSafe has specifically intended that its customers use its products that infringe at least claim 1 of the '906 Patent by, at a minimum, providing access to support for, training and instructions for, its system to its customers to enable them to infringe at least claim 1 of the '906 Patent, as described above. Even where performance of the steps required to infringe at least claim 1 of the '906 Patent is accomplished by CertainSafe and CertainSafe's customer jointly, CertainSafe's actions have solely caused all of the steps to be performed.

17. CheckSum is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.

18. CheckSum will continue to be injured, and thereby caused irreparable harm, unless and until this Court enters an injunction prohibiting further infringement.

JURY DEMAND

19. Under Rule 38(b) of the Federal Rules of Civil Procedure, CheckSum respectfully requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, CheckSum asks this Court to enter judgment against CertainSafe, granting the following relief:

A.   A declaration that CertainSafe has infringed the Patent-in-Suit;

B.   An award of damages to compensate CheckSum for CertainSafe's direct infringement of the Patent-in-Suit;

C.   An order that CertainSafe and its officers, directors, agents, servants, employees, successors, assigns, and all persons in active concert or participation with them, be

preliminarily and permanently enjoined from infringing the Patent-in-Suit under 35

U.S.C. § 283;

D.   An award of damages, including trebling of all damages, sufficient to remedy

CertainSafe's willful infringement of the Patent-in-Suit under 35 U.S.C. § 284;

E.   A declaration that this case is exceptional, and an award to CheckSum of

reasonable attorneys' fees, expenses and costs under 35 U.S.C. § 285;

F.   An award of prejudgment and post-judgment interest; and

G.   Such other relief as this Court or jury may deem proper and just.

Respectfully submitted,
/s/ Stamatios Stamoulis
Counsel for Plaintiff

Stamatios Stamoulis (#4606)
Two Fox Point Centre
6 Denny Road, Suite 307
Wilmington, DE 19809
(302) 999-1540
Stamoulis@swdelaw.com

Richard C. Weinblatt (#5080)
Two Fox Point Centre
6 Denny Road, Suite 307
Wilmington, DE 19809
(302) 999-1540
Weinblatt@swdelaw.com

Isaac Rabicoff
(*Pro Hac Vice Admission Pending*)
RABICOFF LAW LLC
73 W Monroe St
Chicago, IL 60603
773.669.4590
isaac@rabilaw.com

Kenneth Matuszewski
(*Pro Hac Vice Admission Pending*)
RABICOFF LAW LLC

73 W Monroe St
Chicago, IL 60603
(708) 870-5803
kenneth@rabilaw.com