

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

GUILD FOREST LLC,

Plaintiff,

vs.

IFWE INC.,

Defendant.

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Case No: 18-cv-1483-CFC

PATENT CASE

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

Plaintiff Guild Forest LLC (“Plaintiff” or “Guild Forest”) files this First Amended Complaint against Ifwe Inc. (“Defendant” or “Ifwe”) for infringement of United States Patent No. 8,046,697 (hereinafter “the ‘697 Patent”).

PARTIES AND JURISDICTION

1. This is an action for patent infringement under Title 35 of the United States Code. Plaintiff is seeking injunctive relief as well as damages.

2. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Patents) because this is a civil action for patent infringement arising under the United States patent statutes.

3. Plaintiff is a Texas limited liability company with its office address at 3000 Custer Rd., Suite 270-7003, Plano, TX 75075.

4. On information and belief, Defendant is a Delaware corporation with a principal address of 100 Union Square Drive, New Hope, PA 18938. On information and belief, Defendant may be served with process through its agent, Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

5. On information and belief, this Court has personal jurisdiction over Defendant because Defendant has committed, and continues to commit, acts of infringement in this District, has conducted business in this District, and/or has engaged in continuous and systematic activities in this District. Alternatively, Defendant has already appeared in this action and has not challenged *in personam* jurisdiction, which is now waived by operation of law.

6. On information and belief, Defendant's instrumentalities that are alleged herein to infringe were and continue to be used, imported, offered for sale, and/or sold in this District. Alternatively, Defendant has already appeared in this action and has not challenged *in personam* jurisdiction, which is now waived by operation of law.

VENUE

7. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b) because Defendant is deemed to reside in this District. Alternatively, Defendant has already appeared in this action and has not challenged venue which is now waived by operation of law.

COUNT I **(INFRINGEMENT OF UNITED STATES PATENT NO. 8,046,697)**

8. Plaintiff incorporates paragraphs 1 through 7 herein by reference.

9. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, *et seq.*

10. Plaintiff is the owner by assignment of the '697 Patent with sole rights to enforce the '697 Patent and sue infringers.

11. A copy of the '697 Patent, titled "System and Method for Customizing an Interface Related to Accessing, Manipulating and Viewing Internet and Non-internet Related Information," is attached hereto as Exhibit A.

12. The '697 Patent is valid, enforceable, and was duly issued in full compliance with

Title 35 of the United States Code.

13. The '697 Patent claims recite methods that incorporate hardware and software components and/or functionality thereof, which are non-generic.

14. The '697 Patent claims recite elements and limitations directed specifically to inventive components and improvements in the workings of computers.

15. The '697 Patent claims recite functionality that is not provided by a generic computing platform. At least some of this functionality can only be performed by special-purpose computers.

16. The '697 Patent claims are directed to specific improvements in computer technology. The '697 Patent identifies several problems with the prior art. First, the prior art provides systems that rely solely on web-based data, which force high Internet traffic by numerous requests and/or downloads. Second, prior art browsers did a poor job of organizing information and presenting relevant information to users. Third, prior art browsers at the time of the invention (1999) did not permit users to interact with and display information stored remotely and locally. See '697 Patent Specification, 1:14-2:27.

17. One solution provided by the '697 Patent claims is that a user may continue an Internet or off-line session at the Web page, document or content the user last viewed prior to terminating the previous session. This may be accomplished regardless of whether the Web page, document or content is stored on the system or whether the system must connect to the Internet to display the information. '697 Patent Specification, 4:15-21.

18. Another solution provided by the '697 Patent claims is that the number of linked Web pages and sites which may be accessed, downloaded and stored may be determined in a variety of ways. According to one preferred method, the platform provided by the '697 Patent

claims is capable of accessing, downloading and storing all linked Web pages or other content within a specific Web domain only. After such a download and store are complete, the platform goes off-line automatically, thereby decreasing Internet traffic and facilitating viewing of the downloaded material. '697 Patent Specification, 6:24-40. Among other things, this reduces the need for bandwidth by automatically updating based on two sources of information.

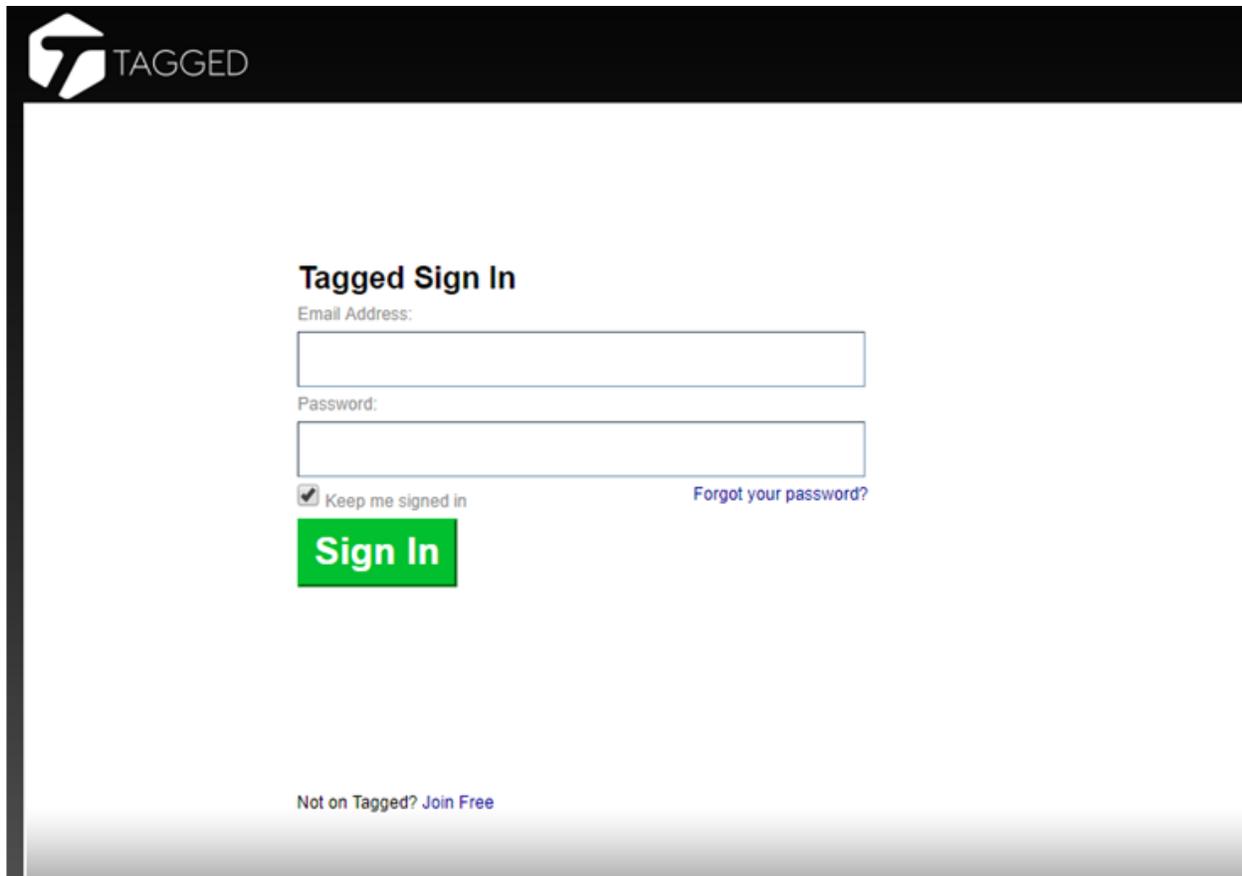
19. Another solution provided by the '697 Patent claims is that the intelligent profile created can interact with Web based and non-Web based applications to facilitate a user's desired goal or enhance the profiling aspects of a foreign Web site. For example, a user may visit the on-line merchant Amazon.com's (™) Web site for the first time to order a specific book. After the user's first purchase, Amazon's Web site system makes purchase recommendations for other books which the user might enjoy. These recommendations are based on the book purchases of others who purchased the same book the user bought and demographical comparisons. Such comparison recommendations are inaccurate because they are based on other individual's actions and seeming preferences and not that of the purchaser. The platform provided by the '697 Patent claims, however, would interact with Amazon's database and scan the database for the names of books and corresponding abstracts to allow the Amazon Web site to recommend books that more accurately reflect the user's preferences. The information comprising the intelligent profile resides on the client such that none of the profile information can be captured or otherwise stored or downloaded by a foreign Web site. In this way, the user's profile parameters remain confidential and secure. '697 Patent Specification, 9:57-10:11.

20. The '697 Patent claims present a method and platform that automatically scans a user's computer to determine a user's interests and automatically updates a user profile based on those determined interests. This cannot be performed by generic hardware and/or software.

21. On information and belief, Defendant has infringed and continues to infringe literally and/or under the Doctrine of Equivalents, one or more claims, including at least Claims 1, 2, 8, and 9 of the '697 Patent by making, using (including during testing and maintenance), importing, selling, and/or offering devices, platforms, systems, and/or methods for creating a user profile for use in Internet-based advertising, which is/are covered by at least Claims 1, 2, 8, and 9 of the '697 Patent. Defendant has infringed and continues to infringe the '697 patent directly in violation of 35 U.S.C. § 271. Defendant has willfully infringed and continues to willfully infringe the '697 patent since at least the filing of Plaintiff's original complaint.

22. Defendant sells, offers to sell, and/or uses social media platforms, such as Tagged.com, and any similar products ("Product"), which infringe at least Claims 1, 2, 8, and 9 of the '697 Patent.

23. Regarding Claim 1, the Product creates a user profile (e.g., a user profile for online interest-based advertising) in a computer implemented guide on a computer system (e.g., the Tagged.com server). The Product creates a user profile (e.g., a user profile for online interest-based advertising) of a user of the accused system when the user creates an account at Tagged.com. The Product collects basic user information (e.g., images uploaded, user name, etc.) from the user's Tagged account information. The Product also monitors the user's activity on Tagged.com and learns about the user's interests (e.g., a user's likes, follows, and browsed interests etc.). The Product also scans local applications (e.g., GPS application, etc.) of the user computer and scans their data (e.g., contact information, GPS data, etc.). These elements are illustrated in the screen shots below and/or in screen shots provided in connection with other allegations herein.



Tagged

Tagged Sign In

Email Address:

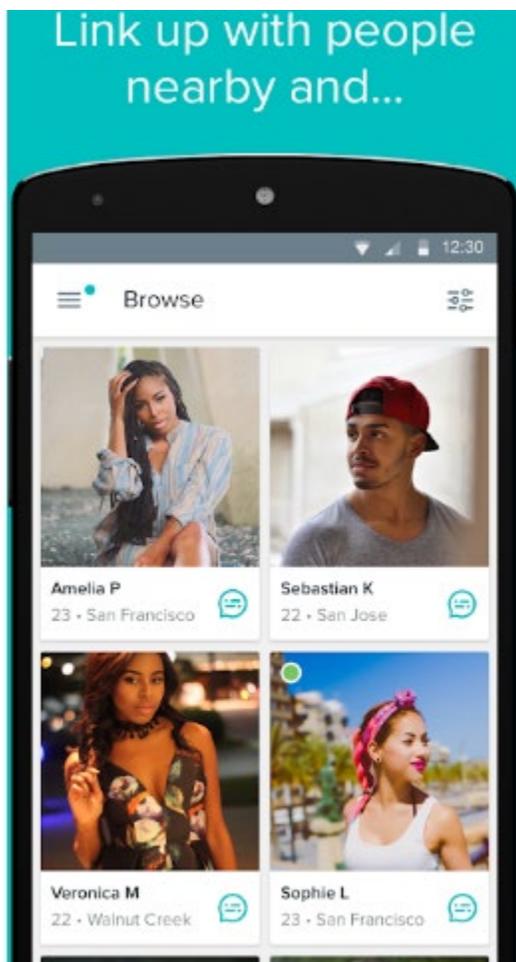
Password:

Keep me signed in [Forgot your password?](#)

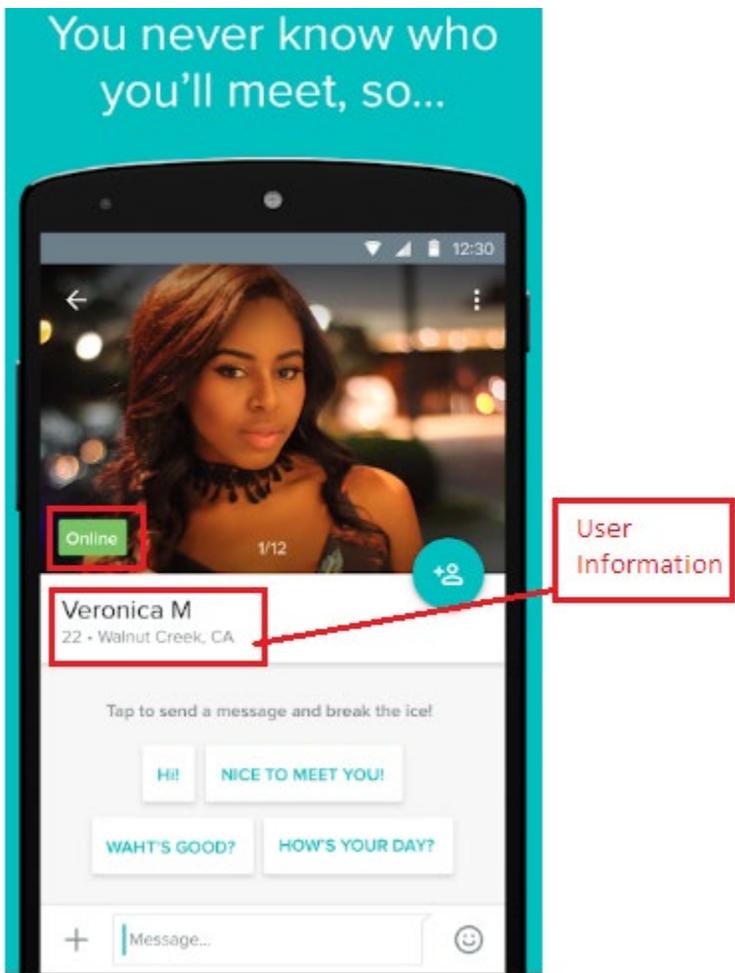
Sign In

[Not on Tagged? Join Free](#)

https://secure.tagged.com/register.html?display=login&loc=en_US



<https://play.google.com/store/apps/details?id=com.taggedapp&hl=en/>



<https://play.google.com/store/apps/details?id=com.taggedapp&hl=en>

Information That You Share When You Use Our Sites

When you use our Services, we store certain information that you may actively or passively share or disclose, including your User ID, name, location, email address, photos, videos, friend connections, incoming and outgoing messages, incoming and outgoing comments and login information. When you visit particular pages within a Site, you may be allowed to customize features on those pages and we may keep track of your customized preferences. We also use various technologies to remember you and create a more personalized experience for you on the Services, as detailed in the Clickstream Data, Cookies and Other Technology section below. We also track your use of the Services, including the pages that you visit once you sign in, how much time is spent on each page, features that you click on and other behavior. We use this information to improve our Services and may also share this information with third parties for the purposes of enhancing your user experience.

- We store the information that you post or share on the Site.
- We track your behavior on the Site so that we can use the information to improve our Site. We may also share aggregated versions of this information with advertisers.
- We receive information from the computers and servers that you may use when accessing our Site.

http://www.tagged.com/terms_of_service.html?#privacy_policy

Device Information, Cookies and Other Technology

We receive different types of data from or about the computers, phones or other devices where you install or access our Services. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the device information we may collect:

- Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
- Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
- Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.

A cookie is a small piece of data that is sent by our Services or its advertisers to your Internet browser and stored on your computer's hard drive, and that delivers information about you and your activity on the Services. Pixel tags are tiny graphic files that can function in various ways (such as allowing us to track how you view an email that we send you) and are commonly used in conjunction with cookies. Local storage is similar to a cookie but is instead located on your browser and can store more information.

We use cookies, pixel tags, clickstream data, local storage and other tracking devices.

http://www.tagged.com/terms_of_service.html?#privacy_policy

From time to time we may extend to you information and offers from our partner companies, including news and additional details on products and services. Your usage history may result in offer screens or products specifically tailored to you. We may also produce reports for advertisers that aggregate, in an anonymous manner, information about your and other Site users' activity on the Services. For example, we may report to advertisers the number of Users who clicked on an ad, or the number of Users that visited different portions of the Services. This information will not include your personal information, or specify your individual online usage patterns.

Sometimes we share information with advertisers. They may use such information to show you specially tailored ads and products.

We may also share aggregated information about our Members.

Location Information

We collect your location when you register for our Site and each time that you log in on a mobile device, if you grant us permission to do so. In your profile and privacy settings, you can control whether other users see your log in location, identified as a city or state or as a distance from another user. We may still use your location (such as for advertising purposes) even if you choose not to display it to other users.

http://www.tagged.com/terms_of_service.html?#privacy_policy

What is interest-based advertising?

Interest-based advertising -- which is also sometimes called "online behavioral advertising" -- uses information gathered about your visits over time and across different websites or applications in order to help predict your preferences and show you ads that are more likely to be of interest to you. For example, a sporting goods manufacturer might work with an advertising network that collects and uses interest-based advertising information to deliver ads to the browsers of users that have recently visited sports-related sites, or an airline might direct ads to users that recently visited mobile travel apps.

How does interest-based advertising work?

When a user visits a web site or app that participates in an advertising network or works with other online advertising companies, these advertising companies gather information about the user's browser or device in order to tell when that same user browser or device visits other web sites or apps within the same network - even if these content offerings are run by different companies or have different web addresses or brands. Over time, the information gathered about the browser or device may help predict the user's likely interest in particular categories of ads: for example, users who frequently visit baseball-related Web sites might receive more ads for the "baseball/sports enthusiast" category, or users who engage with automobile review apps might receive more ads for the particular models of cars that interest them.

<https://www.aboutads.info/how-interest-based-ads-work>

HOW DO I GET PLACED IN INTEREST CATEGORIES AND GROUPS?

The basic way you are placed into an interest category or group on a browser is based on your visits to websites. Let's say an NAI member company partnered with a clothing retail website that you visit. That NAI member would assign an ID to your browser usually by storing a unique ID number in a text file or cookie on your browser. This is then matched to a "clothing shopper" category by pairing that ID number with interest categories/groups in an online database.

Unique ID Number	Matched Categories
450982374	"Male", "Age 25-34", "clothing"

Other information can be used to match you into a group, as well. For example, if you have previously purchased oxford shirts from that retail website, the website could tell the NAI company to also match "oxford shirt buyer" to the ID.

On mobile apps, the process is similar but it uses a different set of technologies. The mobile operating system you use, like Android or iOS, is likely to provide an identifier specifically for advertisers to use. This Mobile Advertising Identifier functions similarly to a cookie. It enables advertisers to identify your behavior across apps, without needing to use a more permanent phone or tablet identifier. Most of these identifiers include privacy options that allow users to reset the assigned identifier or to opt-out of Cross-App Advertising.

To do Cross-App Advertising, the NAI member may work with an app so that it can send them information relevant to your preferences. For example, if you open an app to look for highly rated local seafood restaurants, that app may tell the NAI member that a user with your device identifier may be interested in seafood, and that the user is in downtown Manhattan. This information may be used to show ads for more local seafood places.

Mobile Device Identifier	Matched Categories
AEBE52E7-03EE-455A-B3C4-E57283966239	"Male", "Age 25-34", "seafood", "downtown Manhattan"

<https://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>

Information That We Receive From Others

Certain websites that are not affiliated with the Company might place a code or other identifying user information in your browser address when you visit their websites. If you visit the Services after you have visited one of those websites we may store this identifying information from your browser address.

Other websites may place identifying user information in your browser address. When you visit one of our Sites, we may store such information from your browser address.

How We Respond to Do Not Track Signals

At this time, we do not respond to Do Not Track Signals and similar mechanisms. Any such signal sent to our Services automatically by a web browser will not be recognized and no action will be taken. You may exercise certain choices regarding online tracking by following the instructions in this privacy policy. You can also read more about online advertising here. Third party advertisers may be collecting information about User behavior across different websites. The Company has no control over third parties and their collection or use of such information. You may be able to opt out of certain collection of information across browsers and by advertisers by going to the links provided in the "Device Information, Cookies and Other Technology" section.

Any Do Not Track Signals submitted to us will be ignored.

We have no control over third party advertisers who may be collecting information about your behavior across different websites.

http://www.tagged.com/terms_of_service.html?#privacy_policy

Sharing With Third Party Partners and Customers

We work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our companies and provide free services to people around the world.

Here are the types of third parties we can share information with about you: Advertising, Measurement and Analytics Services (Non-Personally Identifiable Information Only).

We work with third party companies who help us provide and improve our Services or who use advertising or related products.

We want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information we have about you to show you relevant ads. We do not share information that personally identifies you (personally identifiable information is information like name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners unless you give us permission.

We use all of the information we have about you to show you relevant ads.

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Vendors, service providers and other partners.

We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict confidentiality obligations in a way that is consistent with this Privacy Policy and the agreements we enter into with them.

We transfer information to vendors, service providers, and other partners who globally support our business.

When using the Services, you may encounter links to websites that are not owned, controlled or affiliated with the Company and/or ads delivered by third party ad servers. Please be aware that any third party websites, and ad server ads that are found on the Services may use cookies, pixel tags, local storage and similar technologies. We are not responsible for, or have any control over, the privacy policies of those third party websites and ad servers, and we encourage you to read the privacy policies of each and every website visited when linking directly from the Services. We will not share your Personal Information with any third parties without your consent, except as we disclose to you under this Privacy Policy or as necessary to provide you with the products and services offered by us.

Please be aware that any third party websites and ad server ads that are found on the Services may use cookies, pixel tags, local storage and similar technologies.

http://www.tagged.com/terms_of_service.html?#privacy_policy

Sharing Your Content

We allow Users to upload and share content. You own the content that you post on the Services. For content that is covered by intellectual property rights, including but not limited to photos, videos and written compositions ("IP Content"), you specifically give us the following permission: You grant us an unconditional, non-exclusive, transferable, sublicensable, royalty-free, worldwide and perpetual license to use any IP Content that you post on or in connection with the Services ("IP License"). For example, we may make commercial use of and/or otherwise display your name and/or IP Content in or in connection with endorsements of and/or advertisements promoting the Services and its services. This IP License ends when you delete your IP Content or terminate your account, unless your IP Content has been shared with others, and they have not deleted the content if your IP Content was incorporated into an endorsement or advertisement prior to your deletion of the IP Content. When you delete your IP Content or terminate your account, your IP Content is removed from the Services., you understand that we may maintain backup copies of the IP Content.

You grant us rights to use any content that you upload or share on our Site.

We may use your content and name in connection with endorsements or advertisements promoting our Sites and Services.

Once you remove content from our Site we no longer have the right to use your content. However, if your content has already been placed into an endorsement or advertisement we will keep the right to use it. We also have the right to keep such content in backup records.

http://www.tagged.com/terms_of_service.html?#privacy_policy

Invitations to Join the Services

The Invite Friends feature is an easy way for you to invite friends through email to use and become Users of the Services. The email addresses that you supply to the Company through this feature will be used only to send invitations, and in some cases invitation reminders, to the addressees, asking them to connect with you on the Services. When you invite a friend to use the Services through email, your name will appear as the sender of the email from a Site email address.

You can use the Invite Friends feature to send email invites to your friends, asking them to join our Sites.

Surveys and Contests

At various times we may offer you the opportunity to participate in surveys and contests. Surveys may ask for your contact, demographic or unique identifying information to increase the value of the results. Contests may require your contact information or other demographic or personal information to determine eligibility. The Company may use information collected from surveys and contests for the entertainment of Users, and to determine, identify and contact winners of various contests. In addition, your demographic and/or personal information and responses to survey and contest questions may be used by the Company and/or shared with third parties in relation to the survey and contest to provide offers or advertisements specifically tailored to you. The Company will not share your email address with a third party unless you specifically opt in to permit such sharing during the completion of or registration for a survey or http://www.tagged.com/terms_of_service.html?#privacy_policy

We may offer surveys and contests. If you choose to participate you may need to provide additional information that might be shared with third parties.

Protection of the Company and Others

The Company may disclose your personal information, clickstream data, cookies and information from other technologies if the Company is required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. The Company may also disclose information about you to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to: (i) enforce our Terms of Service; (ii) respond to claims that any posting or other content violates the rights of third-parties; (iii) respond to your requests for customer service; (iv) protect and defend the rights, property, or personal safety of the Company, its Users or the general public; (v) to comply with legal process served on Company pursuant to a statutory demand, subpoena, warrant or court order; (vi) to protect against fraudulent, abusive or unlawful use of the Services; or (viii) to enforce any contractual agreement between you and Company.

We may share your information with others if required by law or if we think it is necessary to protect the rights, property or safety of its Members or the general public.

http://www.tagged.com/terms_of_service.html?#privacy_policy

Security and Data Retention

All personal information collected by the Company in connection with your use of the Services and described in this Privacy Policy, including without limitation your name, location, email address, photos and videos, friend connections, messages, comments, login information, IP address and other data, will be stored by the Company indefinitely. The Company uses industry standard security measures to prevent the loss, misuse and alteration of the information under our control. Although we make good faith efforts to store the information collected by the Company in a secure operating environment that is not available to the public, we cannot guarantee complete security. Due to the open nature of the Internet, we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration. Also, while we make every reasonably acceptable effort to ensure the integrity and security of our network and systems, we cannot guarantee its absolute security or confidentiality or that our security measures will prevent third-party "hackers" from illegally obtaining this information. Lastly, we cannot and do not ensure the adequacy or performance of any security measures that may be undertaken by Site advertisers or other third parties that may have access to your personal information on or through the Services.

http://www.tagged.com/terms_of_service.html?#privacy_policy

We may store all of your information indefinitely. Depending on business need we may decide to delete certain information and have no obligation to store the information for any specified period of time.

We use industry standards to prevent misuse and improper access of your data.

Although we try our best, we cannot guarantee that the measures we take will be sufficient to protect your information from third party access.

24. The Product creates a user profile database (e.g., a Tagged user profile database for advertisement) for storing user profile parameters (e.g., location, user device, education, age, etc.). The Product derives user profile parameters (e.g., location, user device, education, age, etc.) from basic information in a Tagged user account, monitors interests based on user activity, and also collects local application data (e.g., contact information, GPS data, etc.) from a user’s device. The Product creates a database for storing said user profile parameters for use in directed advertising. These elements are illustrated in the screen shots provided in connection with other allegations herein.

25. The Product monitors a user's interactions (e.g., browsing, following, or liking posts or boards) from a user computer (e.g., a smartphone enabled with the Tagged app, a computer, or a laptop) with remote Web (e.g., the activity on the Tagged.com website or on other third party websites which are partnered with Tagged.com) and non-Web related (e.g., gathered device data such as mobile/network operator, ISP, time zone, signal strength, message, etc.) sources of content. The Product utilizes cookies to monitor a user’s interactions (e.g., what is liked, browsed, bought) on Tagged.com or partnered third party websites. The Product also utilizes cookies to monitor non-

web related information such as off site, mobile/network operator, messages, signal strength, etc. These elements are illustrated in the screen shots provided in connection with other allegations herein.

26. The Product scans local memory (e.g., a user device's storage) of the user computer (e.g., a smartphone enabled with Tagged app, a computer, or a laptop) to examine local applications (e.g., Tagged will scan local applications on a user computer such as a location application, or media managing applications to collect data). The Product extracts information about local applications (e.g., a location application, or media manager application) of a user computer. These elements are illustrated in the screen shots provided in connection with other allegations herein.

27. The Product scans local memory (e.g., storage of a user device) of the user computer (e.g., a smartphone with Tagged app, a computer, a laptop) to examine local application applications (e.g., local applications of a user computer such as location application, media manager application (i.e., gallery), etc.) data information content (e.g., contact information, GPS data, media files/photos/videos, etc.). The Product reads local application data (e.g., contact information, GPS data, media files/photos/videos, etc.) from local applications (e.g., local applications of a user computer such as location application, media manager application (i.e., gallery), etc.) of a user computer (e.g., a smartphone with Tagged app, a computer, a laptop). These elements are illustrated in the screen shots provided in connection with other allegations herein.

28. The Product determines interests of the user based on said steps of scanning (e.g., the accused system scans a location application of a user computer to determine GPS data of the user computer to determine interests a user might have based upon their location), the interests comprising at least one interest that is not selected from a predefined list of potential interests (e.g.,

interest in content tied to a particular location that is determined based on GPS data is not selected by a user from a predefined list). On information and belief, the accused system must determine user interest based on a user's location so that advertisements related to said location can be appropriately served to the user. These elements are illustrated in the screen shots provided in connection with other allegations herein.

29. The Product automatically derives user profile parameters (e.g., location, user device, user device operating system, about, etc.) based on said step of monitoring and said steps of scanning (e.g. the accused system will gather user information by monitoring user activity on the Tagged.com website and scanning a user device for data such as GPS coordinates, contacts, etc. These elements are illustrated in the screen shots provided in connection with other allegations herein.

30. The Product updates the user profile database (e.g., a Tagged user profile database used for advertisement purposes) based on the user's use of the computer system (e.g., a user's access of Tagged). The Product updates a database (i.e., user profile database) for storing user profile parameters with newly derived user profile parameters (e.g., geographical location, age, etc.) so that customized and targeted advertisements can be served. These elements are illustrated in the screen shots provided in connection with other allegations herein.

31. Regarding Claim 2, the Product uses the user profile parameters are used to identify new content items of interest to the user. The Product updates the user profile database (e.g., a Tagged user profile database used for advertisement purposes) based on the user's use of the computer system (e.g., a user's access of Tagged). The Product updates a database (i.e., user profile database) for storing user profile parameters with newly derived user profile parameters (e.g., geographical location, age, etc.) so that customized and targeted advertisements can be

served. These elements are illustrated in the screen shots provided in connection with other allegations herein.

32. Regarding Claim 8, the Product derives a plurality of sets of user profile parameters for a plurality of users, each of the plurality of sets being derived according to the activity of that user. The Product updates the user profile database (e.g., a Tagged user profile database used for advertisement purposes) based on the user's use of the computer system (e.g., a user's access of Tagged). The Product updates a database (i.e., user profile database) for storing user profile parameters with newly derived user profile parameters (e.g., geographical location, age, etc.) so that customized and targeted advertisements can be served. These elements are illustrated in the screen shots provided in connection with other allegations herein.

33. Regarding Claim 9, the Product uses the plurality of sets of user profile parameters to identify new content items for the respective users. The Product updates the user profile database (e.g., a Tagged user profile database used for advertisement purposes) based on the user's use of the computer system (e.g., a user's access of Tagged). The Product updates a database (i.e., user profile database) for storing user profile parameters with newly derived user profile parameters (e.g., geographical location, age, etc.) so that customized and targeted advertisements can be served. These elements are illustrated in the screen shots provided in connection with other allegations herein.

34. Defendant's actions complained of herein will continue unless Defendant is enjoined by this court.

35. Defendant's actions complained of herein are causing irreparable harm and monetary damage to Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

36. Plaintiff is in compliance with 35 U.S.C. § 287.

COUNT II
(INFRINGEMENT OF UNITED STATES PATENT NO. 8,046,697)

37. Plaintiff incorporates the above paragraphs herein by reference.

38. Induced Infringement. Defendant has also actively induced, and continues to induce, the infringement of at least Claims 1, 2, 8, and 9 of the '697 Patent by actively inducing its customers, including merchants and end-users to use the Product in an infringing manner as described above.

32. Upon information and belief, Defendant has specifically intended that its customers use the Product in a manner that directly infringes at least Claims 1, 2, 8, and 9 of the '697 Patent by, at a minimum, providing access to, support for, training and instructions for, the Product to its customers, and thereby directs them to infringe at least Claims 1, 2, 8, and 9 of the '697 Patent, as described above.

33. Defendant has been aware of the '697 Patent since at least the filing date of Plaintiff's original complaint, and, upon information and belief, knew since at least that date, September 25, 2018, that the use of the Product constitutes direct infringement of the '697 Patent.

34. Upon information and belief, at least one of Defendant's customers have used the Product in a manner that infringes the '697 Patent since Defendant became aware of the '697 Patent and that the Product infringes the '697 Patent.

35. Contributory Infringement. Defendant has also contributed to the infringement of at least Claims 1, 2, 8, and 9 of the '697 Patent by providing the Product to, among others, its customers, and by advertising, promoting, encouraging, instructing and aiding others to use the Product in an infringing manner.

36. Defendant has engaged in these activities knowing that the Product is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of at least Claims 1, 2, 8, and 9 of the '697 Patent. The Product is not a staple article or commodity of commerce that is suitable for substantial non-infringing uses.

37. Since at least the filing date of Plaintiff's original complaint, Defendant has known that the use of the Product infringes the '697 Patent, and that such combination of components has no substantial non-infringing use.

38. Plaintiff has suffered damages as a result of Plaintiff's indirect infringement of the '697 Patent.

39. Plaintiff 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks the Court to:

(a) Enter judgment for Plaintiff on this Complaint on all causes of action asserted herein;

(b) Enter an Order enjoining Defendant, its agents, officers, servants, employees, attorneys, and all persons in active concert or participation with Defendant who receive notice of the order from further infringement of United States Patent No. 8,046,697 (or, in the alternative, awarding Plaintiff a running royalty from the time of judgment going forward);

(c) Award Plaintiff damages resulting from Defendant's infringement in accordance with 35 U.S.C. § 284;

(d) Award Plaintiff treble damages for Defendant's willful infringement since at least the filing of Plaintiff's Original Complaint.

- (e) Award Plaintiff pre-judgment and post-judgment interest and costs; and
- (f) Award Plaintiff such further relief to which the Court finds Plaintiff entitled under law or equity.

Dated: November 30, 2018

Respectfully submitted,

DEVLIN LAW FIRM LLC

/s/ Timothy Devlin

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on November 30, 2018, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notifications of such filing to all registered participants.

/s/ Timothy Devlin
Timothy Devlin