

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

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TRIDINETWORKS LTD.,

No. 1:19-cv-01062-CFC

Plaintiff,

v.

**JURY TRIAL DEMANDED**

NXP USA, INC. and  
NXP B.V.,

Defendants.

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**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff TriDiNetworks Ltd. brings this action against the defendants for infringement of U.S. Patent No. 8,437,276 B2 (the “276 Patent”), and alleges as follows:

**PARTIES**

1. Plaintiff TRIDINETWORKS LTD. (“TDN” or “Plaintiff”) is a corporation organized under the laws of Israel, Israel Corporation Number 513983908, with its principal place of business at 195 Derech Bar Yehuda, Nesher 3688307, Israel. TDN has developed, and markets, a cloud-based platform for wireless M2M (Machine-to-Machine) and IoT (Internet of Things) networks, with applications including without limitation lighting, heating, ventilation, and air conditioning (HVAC) control, smart meters, home automation, smart appliances and wearable devices.

2. Defendant NXP USA, INC. (“NXP-US”) is a corporation incorporated in Delaware with its principal place of business at 411 East Plumeria Drive, San Jose, California.

3. Defendant NXP B.V. (“NXP-BV”) is a corporation organized under the laws of the Netherlands with its principal place of business at High Tech Campus 60, Eindhoven 5656 AG,

The Netherlands. On information and belief, defendant NXP-US is a wholly-owned subsidiary of defendant NXP-BV.

4. On information and belief, defendant NXP-BV, its affiliated Dutch entity, NXP Semiconductors N.V., and their respective direct and indirect subsidiaries including without limitation NXP-US, as well as other NXP companies throughout the world, operate the multinational and worldwide “NXP Semiconductors” business, under management and direction of defendant NXP-BV. The aforementioned NXP entities are referred collectively herein as “NXP.”

5. On its website, NXP claims to provide “[e]verything you need to develop smart, connected and secure things for the IoT.” <https://www.nxp.com/applications/solutions/internetof-things:Internet-of-Things-IoT>. As developed in further detail below, the “everything you need,” as advertised by NXP, also includes the ability to “commission” (initially configure) the “things” being so developed via contactless near-field communications (NFC) – as taught and claimed in the ’276 Patent. Indeed, the suite of products provided by NXP also includes everything one would need to incorporate such NFC commissioning into those devices (“things”), together with detailed instructions on exactly how to do so. NXP practices these methods itself and thus directly infringes the ’276 Patent, and causes numerous others to do the same, while purchasing large volumes of NXP products designed by NXP to practice this mode of infringement.

### **JURISDICTION AND VENUE**

6. Defendant NXP-US is generally subject to personal jurisdiction in this Court by reason of its incorporation in Delaware, and further is also specially subject to jurisdiction in this Court by reason of a substantial volume of commercial activity on its part, including activity that

gives rise to the claims for patent infringement asserted herein, conducted in and/or purposefully directed at the State of Delaware.

7. Defendant NXP-BV, being a foreign corporation, is subject to personal jurisdiction in this Court by reason of a substantial volume of commercial activity on its part, including activity that gives rise to the claims for patent infringement asserted herein, conducted in and/or purposefully directed at the United States as a whole and the State of Delaware in particular. Defendant NXP-BV, itself and through its subsidiaries, is engaged in substantial development, manufacturing, marketing, sales, and distribution of NXP-branded products worldwide. Defendant NXP-BV is also the registered owner of the website nxp.com (with substantial content directed at the United States) and responsible for its contents.

8. Venue is proper in this district as against defendant NXP-US under 28 U.S.C. § 1400(b), in that defendant NXP-US is incorporated in Delaware.

9. Venue is proper in this district as against defendant NXP-BV in that defendant NXP-BV is a foreign corporation, as to which venue is proper in any district wherein personal jurisdiction may be found over it, under applicable controlling judicial decisions. Furthermore, to the extent 28 U.S.C. § 1391 may be deemed to apply to foreign corporations accused of patent infringement, all defendants herein reside in this district under the provisions of 28 U.S.C. § 1391(c), thereby alternatively supporting venue as to defendant NXP-BV under 28 U.S.C. § 1391(b).

### **THE PATENT IN SUIT**

10. On May 7, 2013, U.S. Patent No. 8,437,276 B2 (the aforementioned '276 Patent), titled "CONTROL SYSTEMS, COMMISSIONING TOOLS, CONFIGURATION ADAPTERS AND METHOD FOR WIRELESS AND WIRED NETWORKS DESIGN, INSTALLATION

AND AUTOMATIC FORMATION” was duly and legally issued by the United States Patent and Trademark Office. Plaintiff TDN is, and at all times from the date of issue as well as the prior date of publication of the ’276 Patent has been, the assignee of all rights, title, and interest in the ’276 Patent, and it possesses all rights to sue and recover for any current or past infringement of the ’276 Patent and or to license the ’276 Patent.

11. The ’276 Patent represents a breakthrough development in the practical implementation of the Internet of Things and other systems wherein electronic devices are desired to be deployed over communications networks. In particular, the ’276 Patent discloses and claims systems and methods for commissioning devices in such an installation, and doing so with greatly reduced labor and expense. For example, it allows workers with only basic skills to set up arbitrarily complex control networks, without the need for special tools, training and documentation.

12. The technology disclosed and claimed in the ’276 Patent confers numerous advantages. For example, the NFC signal employed in accordance with various embodiments of the ’276 Patent also transfers power, in addition to the commissioning information. As a result, devices may be commissioned contactlessly by way of a mere “tap” on each such device from a “commissioning tool” – without a wired electrical connection. The commissioning tool can be an ordinary smartphone, so long as the smartphone is NFC-enabled (as most current smartphones are). Indeed, commissioning can be performed in accordance with the ’276 Patent while the device to be commissioned is still in the box in which it was delivered. NFC typically has a short effective range (under 20 cm). The short range of NFC, limiting commissioning to those in physical proximity to the commissioned device, also enhances the security of device configuration.

13. The ease of use of the invention in the '276 Patent represents a great advance over prior methods, which necessitated, for example, commissioning over a live network connection (in-band) to the device to be commissioned, typically requiring individual attention to each device by a highly-trained engineer, or factory pre-configuration of each device in accordance with a limited (and very limiting) set of options determined by the manufacturer. Such methods were tedious, required highly trained workers to perform, and were vulnerable to third-party attack. The technology embodied in the '276 Patent improves over the stated disadvantages of the prior art in every such respect (out-of-band commissioning).

#### **TDN'S PRIOR DEALINGS WITH NXP AND WILLFUL CONDUCT**

14. A prior relationship existed between TDN and NXP, beginning in 2007. In this prior relationship, NXP, through top officials who continue to have key managerial roles with NXP, learned TDN's IoT deployment and commissioning technology in confidence. In the course of such discussions, NXP also learned of TDN's patent applications with respect thereto.

15. TDN had sought out NXP as a potential supplier of components to implement systems based on TDN's patent applications. In late 2007, under a written nondisclosure agreement with NXP-BV, which was expressly for the benefit of all NXP-affiliated entities, defined in said agreement so as to include NXP-US and NXP-BV (among other NXP affiliates), TDN demonstrated TDN's technology to NXP's representatives in person, and informed those representatives of TDN's pending patent. Communications and meetings continued between these parties for the next year and a half, under written extensions of the nondisclosure agreement.

16. Initially, the NXP officials to whom TDN demonstrated its technology expressed doubt, orally and in writing, about the usefulness and practicality of NFC commissioning for connected devices. However, these officials changed their view (as expressed to TDN) over time

and later expressed interest in a deal with TDN, only to finally turn such a deal down after considerable discussion and exchanges of draft memoranda of intent.

17. Thereafter, while continuing to manifest to TDN a lack of interest in its technology NXP, unbeknownst to TDN, adopted the very technology that TDN had confidentially demonstrated to it, and thereafter brought to market systems in accordance with TDN's design, completely cutting out TDN from any commercial participation.

18. NXP's unauthorized appropriation of the '276 Patent's technology has grown to wholesale adoption. Such extensive adoption of TDN's patented technology is reflected by the NFC commissioning capability increasingly being embedded in NXP's current product lines, and aggressively promoted in NXP's trade show demonstrations, product literature, and videos.

19. In the period following the 2013 issuance of the '276 Patent, NXP's promotion of its contactless NFC commissioning solutions through trade shows, documents, and videos have driven considerable sales of NXP chips and components that were designed to implement technology covered by the '276 Patent.

20. Due to the facts, among others, that the NXP officials who saw TDN's technology and knew of TDN's patenting activity are still involved for NXP in the field of the '276 Patent, and because of NXP's own patenting activity and familiarity with patents in the field, it is reasonable to believe that NXP was well aware that the '276 Patent had issued, at or about the time of its issuance, or was proceeding in a manner that was willfully blind with respect thereto.

21. On May 24, 2017, TDN, through its counsel, sent NXP a demand letter, formally bringing the issued '276 patent to NXP's attention, accusing NXP of direct and indirect infringement and explaining the basis for these allegations. On August 4, 2017, TDN, through its counsel, sent NXP a preliminary claim chart further detailing the alleged infringement. On March

11, 2019, TDN, through its counsel, sent NXP a further notice letter and updated claim chart.

22. Following said repeated notices, NXP has continued, and indeed only ramped up, its willful infringement. NXP has paid TDN nothing and refused to discuss a license. These facts, as summarized herein, reflect an egregious case of willful infringement by NXP.

**EXAMPLES OF WIDESPREAD INFRINGEMENT BY NXP**

23. NXP provides in the U.S. products adapted to perform each and every one of the following steps in accordance with at least claim 1 of the '276 Patent and to create systems comprising each and every element of at least claim 17 of the '276 Patent, either literally and/or under the doctrine of equivalents ("Accused Products" and "Accused Processes").

24. As one example, NXP provides the NTAG I<sup>2</sup>C NFC tag and associated products including the PN512 and PN7120 NFC controllers. These products are designed by NXP for purposes including without limitation prototyping and testing proof-of-concept implementations using NXP chips and components, to create smart home connection solutions. In this instance, the tags are comprised within home devices and commissioned and programmed by NFC connections using NXP's controllers. These are networks that comprise wired as well as wireless devices. Customers may deploy these devices directly as purchased from NXP, or base a custom manufacturing run, using NXP chips and components, on a design whose concept has been proved with the NXP-provided development kits, as prototypes.

25. One specific example of infringement by NXP may be found in NXP's line of "Smart Home" products and related development kits, including for example (among many others), its IoT development kits, such as the JN517x-DK005 (JN517x Development Kit with NFC Commissioning); the JN516x-EK004 evaluation kit; and the SLN-NTW-GTWY modular IoT gateway. Such products may be used to infringe in at least the following manner:

- a. creating a design for a network comprising parameters and design configuration data of devices designed to be in said network*

“Easy, flexible, and protocol agnostic ‘one tap’ commissioning with NFC” provides “Pre-configuration of the nodes,” with list of parameters coming from “Back End System,” “*Smart Home NFC Commissioning Solution*” (Oct. 2015) slide deck, at 13, 26, and related video, <https://www.nxp.com/video/:SMART-HOME-NFCSOLUTION> (Oct. 6, 2016), at 35:40-37:30. The node hardware provided in the demonstration kit comes preloaded with ZigBee connectivity data (representing a network design in which the device is connected to a ZigBee gateway) including MAC address, ID of the device, and version number. According to the aforementioned video, NXP or its OEM customer creates a design for a network when it creates and pre-loads device profiles for expected connecting nodes at the factory. The end user does the same through the “Back End System” and “IoT Gateway” with built-in NFC hardware. *Smart Home Commissioning Solution* slide deck at 29. NXP’s evaluation kit user guide also teaches selecting a channel for the ZigBee network, *JN516x-EK004 Evaluation Kit User Guide* (JN-UG-3108 v2.0) at 27.

- b. and binding information defining bindings to allow connection between devices to run an application*

Network data may include binding information. *See, e.g., “Smart Home NFC Commissioning Solution,”* at 39:50, showing a node profile including a MAC address for binding via a ZigBee connection when the node being commissioned is later initialized.



*c. installing the devices according to the created design ... (see below)*

*d. by accessing the created design by a commissioning tool*

*E.g.*, accessing the created design with a PN7120 NFC Controller Board, or equivalent device built into an IoT home gateway. *Id.* at 16:11. Alternatively, the design may be accessed within an NFC-enabled smartphone. In the demo kit example, the pre-loaded design is accessed by the commissioning tool when the NFC mode on the gateway is set to Commission Device, *JN516x-EK004 Evaluation Kit User Guide* (JN-UG-3108 v2.0) at 31.

*e. and downloading data from the commissioning tool into a configuration adapter comprised in the devices to be configured, before the devices are initialized*

*E.g.*, “*Smart Home NFC Commissioning Solution*,” at 38:30-39:49. The node is connected by NFC, the commissioning tool writes “network data” into the NTAG of the device. This is completed before “node activation”. *Smart Home NFC Commissioning Solution* at 40:10-40:19. *See also* JN-UG-3108 at 31 (“During NFC commissioning, all network-related information and a join command are transferred from the IoT Gateway to the joining node”).

*f. forming the network and bindings according to said created design ... (see below)*

*g. by initializing the devices*

The device is brought to its desired location and turned on. When the device is turned on, it begins the activation process. *Smart Home NFC Commissioning Solution* at 40:3-40:46; JN-UG-3108 at 31 (“after NFC commissioning, the node automatically joins the ZigBee network”). NXP and its OEMs perform steps c-h

when demonstrating “Smart Home” systems and also when testing “Smart Home” components at the factory.

*h. and by reading said downloaded data from the configuration adapter once the devices are initialized*

The node is powered on and the node reads the downloaded data and uses that to connect to the network. *Smart Home NFC Commissioning Solution* at 40:46-41:00.

*i. wherein the commissioning tool comprises a configuration adapter for a complementary configuration link*

The commissioning tool includes an NFC adapter through which configuration data is downloaded. *Smart Home NFC Commissioning Solution* at 46:07-47:52.

*j. wherein of the configuration adapters included in the system, only the configuration adapter of the commissioning tool must be powered-up during data communication*

The NFC download may be performed regardless of whether the node is powered. *Smart Home NFC Commissioning Solution* at 39:45-39:55.

**COUNT I - DIRECT INFRINGEMENT - 271(a)**

26. Plaintiff repeats and realleges paragraphs 1- 25 as if fully set forth at length herein.

27. NXP’s acts as aforesaid (including without limitation each of defendant NXP Semiconductors US, Inc. and defendant NXP, B.V.), in which NXP itself makes, uses, demonstrates and deploys, as well as sells and offers for sale, the Accused Products and Processes in the manner alleged above, in the United States, during the period from issuance of the ’276 Patent to the present and continuing, constitutes direct infringement of the ’276 Patent under 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

28. TDN has suffered and continues to suffer damages including lost profits by reason of the direct infringement of NXP and is entitled to recover the same or in any case not less than a reasonable royalty with respect thereto.

29. TDN has been and continues to be irreparably harmed by said infringement, in a manner not fully compensable by monetary damages, with the balance of hardships tipping strongly in TDN's favor such that TDN is entitled to injunctive relief.

30. NXP has willfully infringed, and continues to willfully infringe, the '276 Patent despite having knowledge of the '276 Patent and of the manner in which it infringes the same.

**COUNT II - INDUCED INFRINGEMENT - U.S. - 271(b)**

31. Plaintiff repeats and realleges paragraphs 1- 30 as if fully set forth at length herein.

32. U.S. law establishes a separate cause of action for the act of inducing another to infringe a patent. In this regard, 35 U.S.C. §271(b) provides that "[w]hoever actively induces infringement of a patent shall be liable as an infringer."

33. NXP-US and NXP-BV have induced and continue to induce direct infringement by others of the '276 Patent in the U.S., literally and/or under the doctrine of equivalents.

34. TDN hereby identifies numerous direct infringers of the '276 Patent, induced to infringe the same in the United States by NXP-US and NXP-BV. For example, persons who practice the NFC commissioning steps prescribed in the NXP video referenced in Count I, and/or use design systems and NXP SDK software, configuration adapters, commissioning tools, interface chips and /or gateways described therein, performs each and every step of at least claim 1 of the '276 Patent, literally and/or under the doctrine of equivalents, and uses each and every component of at least claims 17, 20, and/or 25 of the '276 Patent, literally and/or under the doctrine

of equivalents, and thereby directly infringes the '276 Patent directly and/or under the doctrine of equivalents.

35. On information and belief, there are a substantial number of such direct infringers in the fields of lighting, heating, ventilation, and air conditioning (HVAC), and computer control industries, who purchase NXP chips and components and/or components that incorporate NXP chips and components, and practice the claimed methods and use the claimed systems in accordance with directions supplied by NXP, such as those referenced above.

36. NXP-US and NXP-BV each actively, knowingly, and intentionally induced, and continues to actively, knowingly, and intentionally induce, infringement of the '276 Patent by said direct infringers, by providing the above-referenced and other demonstrations, publications, and videos on NFC commissioning of connected devices as alleged in Count I, thereby teaching said direct infringers how to infringe the '276 Patent, and encouraging them to do so, and by profiting therefrom by selling such direct infringers, directly and/or indirectly through distributors, large volumes of NXP chips and components to implement what NXP has thus taught, including without limitation design software, configuration adapters, commissioning tools, gateways, and chips therefor, which said direct infringers use to directly infringe, literally and/or under the doctrine of equivalents.

37. At least by reason of TDN's demand letters as aforesaid, NXP-US and NXP-BV do the foregoing with knowledge of the '276 Patent and its claims; with knowledge that said direct infringers will use, market, sell, and offer to sell such infringing methods and systems, and with the knowledge and intent to encourage and facilitate infringing sales and uses thereof through the creation and dissemination of promotional and marketing materials, instructional materials and videos, product manuals, software SDKs and technical materials related thereto, including but not

limited to those examples of such materials, videos, manuals, and software hereinabove described. Such creation and dissemination is carried out by defendant NXP-US through its personnel, as well as by defendant NXP-BV through its personnel and the nxp.com website, which defendant NXP-BV owns and controls.

38. Accordingly, defendants NXP-US and NXP-BV are liable for inducing infringement under 35 U.S.C. Sec. 271(b).

39. TDN has suffered and continues to suffer damages including lost profits by reason of such induced infringement by defendants NXP-US and NXP-BV, and is entitled to recover the same or in any case not less than a reasonable royalty with respect thereto. The damages for this and related forms of indirect infringement as alleged herein extends not only to the particular prebuilt demonstration boards and systems such as those named herein, but to every instance in which downstream purchasers from NXP have infringed and provided products that infringe or are readily used to infringe the '276 Patent by using or integrating NXP chips and components and other conveyed items in combinations and procedures as taught by the aforementioned NXP printed materials, demonstrations, and videos.

40. TDN has been and continues to be irreparably harmed by said induced infringement, in a manner not fully compensable by monetary damages, with the balance of hardships tipping strongly in TDN's favor such that TDN is entitled to an injunction.

41. Defendants NXP-US's and NXP-BV's induced infringement of the '276 Patent has been and continues to be willful.

**COUNT III - INDUCED INFRINGEMENT - 271(f)(1)**

42. Plaintiff repeats and realleges paragraphs 1 - 41 as if fully set forth at length herein.

43. U.S. law further provides a cause of action for shipping the components of a patented combination abroad, and inducing their foreign assembly in a manner that would be infringing if done in the U.S.

44. As previously alleged, NXP is a global business. On information and belief, among their global activities, defendants NXP-US and/or NXP-BV cause to be supplied in or from the U.S., to purchasers outside the U.S., the components of and used in the claims of the '276 patent as aforesaid, and, by means including without limitation the NXP demos, publications, and videos referenced in Counts I and II, induce the combination of such components by said purchasers outside the U.S., in a manner that would infringe the '276 patent if such combination occurred in the U.S.

45. Thus, defendants NXP-US and/or NXP-BV have, without authority, supplied or caused to be supplied in or from the United States all or a substantial portion of the components of a patented invention, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States.

46. Accordingly, defendants NXP-US and NXP-BV are liable for infringement under 35 U.S.C. § 271(f)(1).

47. TDN has suffered and continues to suffer damages including lost profits by reason of such induced infringement by NXP-US and NXP-BV and is entitled to recover the same or in any case not less than a reasonable royalty with respect thereto.

48. TDN has been and continues to be irreparably harmed by said induced infringement, in a manner not fully compensable by monetary damages, with the balance of hardships tipping strongly in TDN's favor such that TDN is entitled to an injunction.

49. Defendants NXP-US's and NXP-BV's induced infringement of the '276 Patent under 35 U.S.C. § 271(f)(1) has been and continues to be willful.

**COUNT IV - CONTRIBUTORY INFRINGEMENT - 271(c)**

50. Plaintiff repeats and realleges paragraphs 1- 49 as if fully set forth at length herein.

51. U.S. law further makes it actionable to knowingly supply to another a material part of a patented invention, where the part provided has no substantial use other than to infringe.

52. Orders shipped by NXP to OEMs and others that include the components described in the aforementioned video, or the equivalent of such components, and/or related software and tools for manufacturing and testing custom components, do not, as so shipped, represent staple articles or commodities of commerce, and in fact have no substantial use other than to practice the claims of the '276 Patent. These articles, which NXP-US and/or NXP-BV offer to sell, sell within the United States and/or import into the United States, constitute a material part of the invention, which NXP-US and/or NXP-BV know, at least by reason of TDN's demand letters as aforesaid, to be especially made or especially adapted for use in infringing the '276 Patent, and not staple articles or commodities of commerce suitable for substantial noninfringing use. Direct infringers include, for example, those persons identified in par. 34.

53. Accordingly, defendants NXP-US and NXP-BV are liable for contributory infringement under 35 U.S.C. Sec. 271(c).

54. TDN has suffered and continues to suffer damages including lost profits by reason of the contributory infringement of defendants NXP-US and NXP-BV and is entitled to recover the same or in any case not less than a reasonable royalty with respect thereto.

55. TDN has been and continues to be irreparably harmed by said contributory infringement, in a manner not fully compensable by monetary damages, with the balance of hardships tipping strongly in TDN's favor such that TDN is entitled to an injunction.

56. Defendants NXP-US's and NXP-BV's contributory infringement of the '276 Patent has been and continues to be willful.

**COUNT V - CONTRIBUTORY INFRINGEMENT - 271(f)(2)**

57. Plaintiff repeats and realleges paragraphs 1- 56 as if fully set forth at length herein.

58. U.S. law further makes it actionable to knowingly supply a material part of a patented invention to another outside the U.S., where the part provided has no substantial use other than to infringe, knowing that it will be combined outside the U.S. in a manner that would infringe if so combined within the U.S.

59. As previously alleged, NXP is a global business. On information and belief, among their global activities, defendants NXP-US and/or NXP-BV cause to be supplied in or from the U.S., to purchasers outside the U.S., the components of and used in the claims of the '276 patent as aforesaid, including components with no substantial noninfringing use such the combinations of products represented in orders such as those described in paragraph 52 above, which are not staple articles or commodities of commerce, and by the same NXP demos, publications, and videos referenced in Counts I-IV, induce the combination of such component by said purchasers outside the U.S., with other components, knowing that such component is so made or adapted and intending that such component will be so combined outside of the United States, in a manner that would infringe the '276 patent if such combination occurred in the U.S.

60. Accordingly, defendants NXP-US and NXP-BV are liable for infringement under 35 U.S.C. Sec. 271(f)(2).



61. TDN has suffered and continues to suffer damages including lost profits by reason of such contributory infringement by defendants NXP-US and NXP-BV, and is entitled to recover the same or in any case not less than a reasonable royalty with respect thereto.

62. TDN has been and continues to be irreparably harmed by said contributory infringement, in a manner not fully compensable by monetary damages, with the balance of hardships tipping strongly in TDN's favor such that TDN is entitled to an injunction.

63. Defendants NXP-US's and NXP-BV's acts of infringement of the '276 Patent under 35 U.S.C. § 271(f)(2) has been and continues to be willful.

**PRAYER FOR RELIEF**

WHEREFORE, TDN respectfully requests that this Court enter judgment against defendants NXP-US and NXP-BV as follows:

- a. adjudging that the defendants have each infringed, induced infringement of, and/or contributorily infringed, literally or under the doctrine of equivalents, U.S. Patent No. 8,437,276 B2;
- b. adjudging that defendants are liable as infringers of the '276 Patent under 35 U.S.C. § 271(f)(1) and (f)(2).
- c. adjudging that each of said defendants' infringement has been willful;
- d. awarding TDN the damages to which it is entitled under 35 U.S.C. § 284 for defendants' past infringement and any continuing or future infringement up until the date defendants are finally and permanently enjoined from further infringement, including both compensatory damages and enhanced/treble damages for willful infringement, and ordering a full accounting of same;
- e. awarding TDN temporary, preliminary, and permanent injunctive relief;

- f. finding that this case is exceptional and awarding TDN its reasonable attorneys' fees under 35 U.S.C. § 285;
- g. awarding TDN pre-judgment and post-judgment interest on its damages; and awarding TDN such other and further relief in law or equity that the Court deems just and proper.

Dated: July 17, 2019

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