

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

ULTRAVISION TECHNOLOGIES, LLC,)
)
) Plaintiff,) Case No.
)
) **JURY TRIAL DEMANDED**
) v.)
)
) SAMSUNG ELECTRONICS CO., LTD. and)
) SAMSUNG DISPLAY CO., LTD.,)
)
) Defendants.)

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Ultravision Technologies, LLC (“Ultravision” or “Plaintiff”), for its Complaint against Defendants Samsung Electronics Co., Ltd. and Samsung Display Co., Ltd. (collectively, “Defendants”) alleges as follows:

THE PARTIES

1. Ultravision is a limited liability company organized and existing under the laws of the State of Delaware and is registered to do business in Texas. Ultravision has its principal place of business at 4542 McEwen Road, Dallas, Texas 75244.

2. Upon information and belief, defendant Samsung Electronics Co., Ltd. is a corporation organized and existing under the laws of South Korea, with a principal place of business located at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea.

3. Upon information and belief, defendant Samsung Display Co., Ltd. is a corporation organized and existing under the laws of South Korea, with a principal place of business located at 1, Samsung-ro, Giheung-gu, Yongin-si, 446-796 South Korea.

JURISDICTION

4. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 et seq. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Defendants. Upon information and belief, Defendants regularly conduct business and have committed acts of patent infringement and/or have induced acts of patent infringement by others (including, for example, Prismview LLC (“Prismview”), which is related to Defendant) in this Judicial District and/or have contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United States. The Court’s exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice because Defendants have established minimum contacts with the forum with respect to both general and specific personal jurisdiction.

6. Upon information and belief, Defendants transact substantial business in the State of Texas, including through a retail store located at The Galleria, 5085 Westheimer Rd., Houston, TX, 77056 and through a corporate office located at 6625 Declaration Dr., Plano, TX, 75023. Defendants have committed acts of infringement in the State of Texas, by among other things, offering to sell and selling products that infringe the asserted patents, including the accused devices as alleged herein, as well as providing service and support to their customers in the State of Texas including, but not limited to, Spurs Tower in San Antonio, Texas and AT&T Center in San Antonio, Texas.

7. Upon information and belief, Defendants have made, used, offered for sale or sold LED displays to customers in San Antonio, Texas, or imported LED display panels into the United States to San Antonio, Texas. Upon information and belief, Defendants, directly or

indirectly, participate in the stream of commerce that results in products, including the accused products, being made, used, offered for sale, and/or sold in the State of Texas and/or imported into the United States to the State of Texas.

8. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 because, among other things, Defendants are foreign defendants and not a resident in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3).

9. Defendants are subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in the State of Texas and this Judicial District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in the State of Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in the State of Texas.

PATENTS-IN-SUIT

10. On March 13, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,916,782 (the "'782 Patent") entitled "Modular Display Panel." A true and correct copy of the '782 Patent is available at <http://pdfpiw.uspto.gov/.piw?docid=9916782>.

11. On May 2, 2017, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,642,272 (the "'272 Patent") entitled "Method for Modular Multi-Panel Display Wherein Each Display is Sealed to be Waterproof and Includes Array of Display Elements Arranged to Form Display Panel Surface." A true and correct copy of the '272 Patent is available at <https://pdfpiw.uspto.gov/.piw?docid=9642272>.

12. On June 5, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,990,869 (the “’869 Patent”) entitled “Modular Display Panel.” A true and correct copy of the ’869 Patent is available at <https://pdfpiw.uspto.gov/piw?docid=9990869>.

13. On May 22, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,978,294 (the “’294 Patent”) entitled “Modular Display Panel.” A true and correct copy of the ’294 Patent is available at <https://pdfpiw.uspto.gov/piw?docid=9978294>.

14. On May 29, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,984,603 (the “’603 Patent”) entitled “Modular Display Panel.” A true and correct copy of the ’603 Patent is available at <https://pdfpiw.uspto.gov/piw?docid=9984603>.

15. On June 2, 2015, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,047,791 (the “’791 Patent”) entitled “Sign Construction with Sectional Sign Assemblies and Installation Kit and Method of Using Same.” A true and correct copy of the ’791 Patent is available at <https://pdfpiw.uspto.gov/piw?docid=9047791>.

16. On October 28, 2014, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 8,870,410 (the “’410 Patent”) entitled “Optical Panel for LED Light Source.” A true and correct copy of the ’410 Patent is available at <https://pdfpiw.uspto.gov/piw?docid=8870410>.

17. Ultravision is the sole and exclusive owner of all right, title and interest in and to the ’782 Patent, the ’272 Patent, the ’869 Patent, the ’294 Patent, the ’603 Patent, the ’791 Patent, and the ’410 Patent (collectively, the “Patents-in-Suit”), and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement action. Ultravision also has the right to recover all damages for past, present,

and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

18. Ultravision has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit. Ultravision references its patents on its website, <http://www.ultravisioninternational.com>, and also references its patents and its website in the product packaging for its products.

DEFENDANTS' PRODUCTS

19. Upon information and belief, Defendants make, use, offer to sell, or sell within the United States or imports into the United States LED displays and lighting, such as Defendants' VRR Series, VMR-O Series, XAJ Series, VMR-I Series, and the HiLOM Series.

20. Images of Defendants' VRR Series product is shown below:





21. Images of Defendants' VMR-O Series is shown below:





22. An image of Defendants' XAJ Series is shown below:



23. An image of Defendants' VMR-I is shown below:



24. Images of Defendants' HiLOM Series is shown below:



COUNT I
(Infringement of the '782 Patent)

25. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

26. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '782 Patent.

27. Defendants have directly infringed and continues to directly infringe the '782 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '782 Patent. Such products include LED displays, such as Defendants' VRR Series products.

28. Upon information and belief, the VRR Series product is a modular display panel comprising a shell comprising a first thermally conductive material, wherein the sidewalls of the shell comprise plastic.

29. Upon information and belief, the VRR Series product comprises a printed circuit board disposed in the shell, and a plurality of LEDs attached to a first side of the printed circuit board.

30. Upon information and belief, the VRR Series product comprises a driver circuit disposed in the shell and coupled to the plurality of LEDs from a second side of the printed circuit board.

31. Upon information and belief, the VRR Series product comprises a power supply unit for powering the LEDs, with the printed circuit board disposed between the power supply unit and the LEDs.

32. Upon information and belief, the VRR Series product comprises a second thermally conductive material disposed between the power supply unit and an outer back side of the panel.

33. Upon information and belief, the VRR Series product comprises a protective structure disposed over the first side of the printed circuit board.

34. Upon information and belief, the VRR Series product is sealed to be waterproof.

35. Upon information and belief, the VRR Series product infringes at least claim 1 of the '782 Patent.

36. Defendants have indirectly infringed and continues to indirectly infringe one or more claims of the '782 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including the VRR Series product.

37. One or more of the Defendants knowingly and intentionally induces infringement of the '782 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the VRR Series product.

38. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sell or otherwise provides products, including but not limited to the VRR Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to

sell, and/or sell the products within the United States and/or import the products into the United States.

39. At least as of the date of filing of the Complaint in Ultravision Technologies, LLC v. Tianjin Samsung Electronics Co., Ltd., No. 2:18-cv-00115 (E.D. Tex.), Defendants, with knowledge that these products, or the use thereof, infringe the '782 Patent, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '782 Patent by supplying these products to end users for use in an infringing manner.

40. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '782 Patent, but while remaining willfully blind to the infringement.

41. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '782 Patent in an amount to be proved at trial.

42. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '782 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT II
(Infringement of the '272 Patent)

43. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

44. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '272 Patent.

45. Defendants have indirectly infringed and continues to indirectly infringe one or more claims of the '272 Patent, including at least claim 1, by knowingly and intentionally

inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, such as Defendants' VMR-O Series product, assembled at multiple locations.

46. Upon information and belief, the VMR-O Series product allows a direct infringer, such as a sign installer, to assemble a mechanical support structure, and detachably mount a plurality of display panels to the mechanical support structure at a first location to form sub-assemblies.

47. Upon information and belief, the VMR-O Series product comprises an array of display elements containing rows and columns that are sealed to be waterproof.

48. Upon information and belief, the VMR-O Series product comprises a display driver, a housing, a receiver circuit, and a power supply.

49. Upon information and belief, the VMR-O Series product allows a direct infringer, such as a sign installer, to move the sub-assemblies to a second location and build a multi-panel display system at that second location.

50. Upon information and belief, detachably mounting sub-assemblies of the VMR-O Series product at a first location and building the sub-assemblies into a multi-panel display at a second location infringes at least claim 1 of the '272 Patent.

51. One or more of the Defendants knowingly and intentionally induces infringement of the '272 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the VMR-O Series product.

52. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sell or otherwise provides products, including but not limited to the VMR-O Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

53. At least as of the filing date of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '272 Patent, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '272 Patent by detachably mounting sub-assemblies at a first location and building the sub-assemblies into a multi-panel display at a second location.

54. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '272 Patent, but while remaining willfully blind to the infringement.

55. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '272 Patent in an amount to be proved at trial.

56. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '272 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT III
(Infringement of the '869 Patent)

57. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

58. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '869 Patent.

59. Defendants have directly infringed and continues to directly infringe the '869 Patent, including at least claim 19, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '869 Patent. Such products include LED displays, such as Defendants' VMR-O Series product.

60. Upon information and belief, the VMR-O Series product is a modular display panel comprising a plastic casing that is part of an outer surface of the modular display panel.

61. Upon information and belief, the VMR-O Series product comprises a printed circuit board attached to the casing, with LEDs on the front side of the printed circuit board and a circuit for controlling the plurality of the LEDs on the back side of the printed circuit board.

62. Upon information and belief, the VMR-O Series product comprises a power supply unit for powering the LEDs, with the printed circuit board disposed between the power supply unit and the LEDs.

63. Upon information and belief, the VMR-O Series product comprises a thermally conductive material to extract heat disposed proximate to the power supply.

64. Upon information and belief, the VMR-O Series product comprises a potting compound overlying the printed circuit board.

65. Upon information and belief, the VMR-O Series product comprises a power supply mounted outside the plastic casing.

66. Upon information and belief, the VMR-O Series product is sealed to be waterproof.

67. Upon information and belief, the VMR-O Series product infringes at least claim 19 of the '869 Patent.

68. Defendants have indirectly infringed and continue to indirectly infringe one or more claims of the '869 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the VMR-O Series, and display boards comprising multiple LED displays.

69. One or more of the Defendants knowingly and intentionally induces infringement of the '869 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the VMR-O Series product.

70. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sells or otherwise provides products, including but not limited to the VMR-O Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

71. At least as of the date of the filing of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '869 Patent, knowingly and intentionally

induced, and continue to knowingly and intentionally induce, direct infringement of the '869 Patent by supplying these products to end users for use in an infringing manner.

72. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '869 Patent, but while remaining willfully blind to the infringement.

73. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '869 Patent in an amount to be proved at trial.

74. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '869 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT IV
(Infringement of the '294 Patent)

75. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

76. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '294 Patent.

77. Defendants have directly infringed and continue to directly infringe the '294 Patent, including at least claim 22, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '294 Patent. Such products include LED displays, such as Defendants' XAJ Series product.

78. Upon information and belief, the XAJ Series is a modular display panel comprising a plastic casing comprising the outer surface of the modular display panel, the casing including a recess.

79. Upon information and belief, the XAJ Series comprises a printed circuit board disposed in the recess of the plastic casing.

80. Upon information and belief, the XAJ Series comprises a plurality of LEDs arranged as pixels, wherein the pixels are arranged in a rectangular array comprising at least fifty pixels.

81. Upon information and belief, the XAJ Series comprises a sealing compound disposed over the front side of the printed circuit board.

82. Upon information and belief, the XAJ Series comprises a framework of louvers disposed over the front side of the printed circuit board.

83. Upon information and belief, the XAJ Series includes a circuit for controlling the plurality of LEDs on the back side of the printed circuit board.

84. Upon information and belief, the XAJ Series comprises a power supply mounted over the outer surface of the modular display panel which receives AC power and outputs DC power to the plurality of LEDs.

85. Upon information and belief, the XAJ Series is sealed to be waterproof without the use of a protective waterproof enclosure.

86. Upon information and belief, the XAJ Series infringes at least claim 22 of the '294 Patent.

87. Defendants have indirectly infringed and continue to indirectly infringe one or more claims of the '294 Patent by knowingly and intentionally inducing others, including

customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the XAJ Series, and display boards comprising multiple modular LED displays.

88. One or more of the Defendants knowingly and intentionally induces infringement of the '294 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the XAJ Series product.

89. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sells or otherwise provides products, including but not limited to the XAJ Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

90. At least as of the date of the filing of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '294 Patent, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '294 Patent by supplying these products to end users for use in an infringing manner.

91. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others

or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '294 Patent, but while remaining willfully blind to the infringement.

92. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '294 Patent in an amount to be proved at trial.

93. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '294 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT V
(Infringement of the '603 Patent)

94. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

95. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '603 Patent.

96. Defendants have directly infringed and continue to directly infringe the '603 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '603 Patent. Such products include LED displays, such as Defendants' VRR Series product.

97. Upon information and belief, the VRR Series product is a modular display panel comprising a printed circuit board disposed inside a casing made of a thermally conductive material.

98. Upon information and belief, the casing of the VRR Series product comprises an outer back surface of the panel, and the sidewalls of the casing comprise plastic.

99. Upon information and belief, the VRR Series product comprises a driver circuit disposed in the casing on the back side of the printed circuit board.

100. Upon information and belief, the VRR Series product comprises a plurality of LEDs.

101. Upon information and belief, the VRR Series product comprises a power supply mounted over the outer surface of the modular display panel which receives AC power and outputs DC power to the plurality of LEDs.

102. Upon information and belief, the VRR Series product comprises a heat conducting structure between the power supply and the back surface of the casing.

103. Upon information and belief, the VRR Series product is sealed to be waterproof without the use of a protective waterproof enclosure.

104. Upon information and belief, the VRR Series product infringes at least claim 1 of the '603 Patent.

105. Defendants have indirectly infringed and continue to indirectly infringe one or more claims of the '603 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the VRR Series product, and display boards comprising multiple LED displays.

106. One or more of the Defendants knowingly and intentionally induces infringement of the '603 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use,

offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the VRR Series product.

107. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sells or otherwise provides products, including but not limited to the VRR Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

108. At least as of the filing date of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '603 Patent, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '603 Patent by supplying these products to end users for use in an infringing manner.

109. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '603 Patent, but while remaining willfully blind to the infringement.

110. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '603 Patent in an amount to be proved at trial.

111. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '603 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT VI
(Infringement of the '791 Patent)

112. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

113. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '791 Patent.

114. Defendants have directly infringed and continue to directly infringe the '791 Patent, including at least claim 16, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '791 Patent. Such products include LED displays, such as Defendants' VMR-I Series product.

115. Upon information and belief, the VMR-I Series product comprises a plurality of display modules.

116. Upon information and belief, the VMR-I Series product comprises a plurality of sign sections, each having a front-facing portion and a rear-facing portion, with the front-facing portion receiving display modules and the rear-facing portion for mounting to a surface of an existing signage mounting structure.

117. Upon information and belief, the VMR-I Series product comprises a plurality of power routing systems, with each power routing system having a power input to the power supply box and a plurality of power extensions which couple the power source to one of the display modules.

118. Upon information and belief, the VMR-I Series product infringes at least claim 16 of the '791 Patent.

119. Defendants have indirectly infringed and continue to indirectly infringe one or more claims of the '791 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the VMR-I Series, and display boards comprising multiple LED displays.

120. One or more of the Defendants knowingly and intentionally induces infringement of the '791 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the VMR-I Series product.

121. Upon information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, one or more of the Defendants sell or otherwise provides products, including but not limited to the VMR-I Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

122. At least as of the date of the filing of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '791 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '791 Patent by supplying these products to end users for use in an infringing manner.

123. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others

or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '791 Patent, but while remaining willfully blind to the infringement.

124. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '791 Patent in an amount to be proved at trial.

125. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '791 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

COUNT VII
(Infringement of the '410 Patent)

126. Paragraphs 1 through 24 are incorporated by reference as if fully set forth herein.

127. Ultravision has not licensed or otherwise authorized Defendants to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '410 Patent.

128. Defendants have directly infringed and continue to directly infringe the '410 Patent, including at least claim 15, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '410 Patent. Such products include lighting, such as Defendants' HiLOM Series products.

129. Upon information and belief, the HiLOM Series product comprises a plurality of LEDs directed toward a display surface.

130. Upon information and belief, the HiLOM Series product uses a plurality of lenses disposed over only one associated LED to direct light from that LED toward the display surface,

such that the light from each lens is directed across the entire display surface and the light intensity from each lens is substantially uniform across the entire display surface.

131. Upon information and belief, the HiLOM Series product infringes at least claim 10 of the '410 Patent.

132. Upon information and belief, the HiLOM Series product comprises a plurality of LEDs disposed on a substrate and directed outward therefrom.

133. Upon information and belief, the HiLOM Series product uses an acrylic material substrate comprising a plurality of optical elements protruding and disposed over the LEDs.

134. Upon information and belief, the HiLOM Series product infringes at least claim 15 of the '410 Patent.

135. Defendants have indirectly infringed and continue to indirectly infringe one or more claims of the '410 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including lighting, including the HiLOM Series product.

136. Defendants knowingly and intentionally induce infringement of the '410 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the HiLOM Series product.

137. Upon information and belief, with knowledge and intent, or with willful blindness, Defendants are encouraging and facilitating infringement by others. For example, upon information and belief, Defendants sell or otherwise provides products, including but not

limited to the HiLOM Series product, to distributors, to sign installers, or to U.S.-based sales entities, knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

138. At least as of the date of the filing of this Complaint, Defendants, with knowledge that these products, or the use thereof, infringe the '410 Patent, knowingly and intentionally induced, and continue to knowingly and intentionally induce, direct infringement of the '410 Patent by supplying these products to end users for use in an infringing manner.

139. Defendants have induced and continue to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '410 Patent, but while remaining willfully blind to the infringement.

140. Ultravision has suffered damages as a result of Defendants' direct and indirect infringement of the '410 Patent in an amount to be proved at trial.

141. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the '410 Patent for which there is no adequate remedy at law unless Defendants' infringement is enjoined by this Court.

DEMAND FOR JURY TRIAL

Ultravision hereby demands a jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Ultravision prays for relief against the Defendants as follows:

- a. entry of judgment declaring that Defendants have directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. an order pursuant to 35 U.S.C. § 283 permanently enjoining Defendants, their officers, agents, servants, employees, attorneys, instrumentalities and those persons in privity,

active concert or participation with them, from further acts of direct and/or indirect infringement of the Patents-in-Suit including the manufacture, sale, offer for sale, importation and use of the infringing products;

c. a full accounting for and an award of damages to Ultravision for Defendants' infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;

d. entry of judgment declaring that this case is exceptional and awarding Ultravision its costs and reasonable attorney fees under 35 U.S.C. § 285; and

e. such other and further relief as the Court deems just and proper.

Dated: July 22, 2019

Respectfully submitted,

/s/ Alfred R. Fabricant

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