

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

TRIDINETWORKS LTD.,

Plaintiff,

v.

SIGNIFY NORTH AMERICA
CORPORATION and SIGNIFY
NETHERLANDS B.V.,

Defendants.

No. 1:19-cv-01063

JURY TRIAL DEMANDED

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 for its First Amended Complaint 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, home automation, smart appliances and wearable devices.

2. Defendant SIGNIFY NORTH AMERICA CORPORATION (“Signify-US”) is a corporation organized under the laws of Delaware with its principal place of business at 200 Franklin Square Drive, Somerset, New Jersey, 08873.

3. Defendant SIGNIFY NETHERLANDS B.V. (“Signify-NL”) is a corporation organized under the laws of The Netherlands with its principal place of business at High Tech Campus 48, 5656 AE, Eindhoven, The Netherlands.

4. On information and belief, defendant Signify-US is a wholly-owned subsidiary of defendant Signify-NL.

5. On information and belief, defendant Signify-NL and its direct and indirect subsidiaries, as well as other companies related to defendant Signify-NL throughout the world, operate the multinational and worldwide “Signify” business, under management and direction of defendant Signify-NL. The aforementioned defendant entities (and their Philips Lighting-named predecessors) are referred to collectively herein as “Signify.”

6. Signify describes itself as “the world leader in lighting for professionals, consumers and lighting for the Internet of Things.” In achieving its leading market position, Signify has moved its product lines deeply into LED lighting, as well as professional “connected” and “home networked” lighting applications for LEDs, and thus into areas involving the design, installation, and formation of networks of devices connected by wired and wireless links, as addressed by TDN’s ’276 patent. Signify has also increasingly incorporated into its devices the ability to commission those devices onto the interconnecting networks via dual-interface, wired and wireless Near Field Communications (NFC) devices, as further disclosed and claimed in the ’276 patent. The ability to commission devices via a simple physical interaction (such as an NFC “tap”), before the devices are connected to power, enables

substantial savings in time and personnel qualifications when deploying a substantial network of connected devices. Providing such capabilities has been highly advantageous to Signify's sales of large-scale professional as well as consumer lighting products, and is responsible for a considerable and growing share of Signify's revenues.

7. Signify operates a division for Professional Lighting Services, which includes consulting, customized lighting design, optimizing the lifecycles of lighting installations, and managed services, including total outsourcing to provide initial consultation, installation, and continued operation and maintenance in a turnkey package, in many cases for the largest and most complex deployments of its products and technology in the U.S. and elsewhere. *See* https://images.philips.com/is/content/PhilipsConsumer/PDFDownloads/Global/Services/ODLI20170905_001-UPD-en_AA-7035_Philips-Managed_Services_Digi_WTO_01_digital-version.pdf¹ (“We offer a complete turnkey approach including end-to-end design, building, operation and maintenance of the lighting installation, and support in optimizing your business operation”). Signify services projects have included major undertakings such as the redesigned tower lights of the Empire State Building, and the San Francisco Bay Lights, large city street light systems, and lighting for large commercial buildings and industrial campuses.

8. On information and belief, such projects utilize the full range of capabilities enabled in Signify's product lines. In this capacity, Signify itself (including Signify-US for services engagements in the U.S.) thoroughly practices all aspects of the technology that is supported and documented at length in Signify's web site, product literature, and software tools.

¹ Plaintiff has substituted “hxxp” for “http” to avoid live links in this document.

9. Signify thus practices and uses itself the methods and systems within the scope of the '276 Patent. It also causes numerous others to do the same, while purchasing large volumes of products designed by Signify to practice this mode of infringement.

JURISDICTION AND VENUE

10. Defendant Signify-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.

11. Defendant Signify-NL, 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.

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

13. Venue is proper in this district as against defendant Signify-NL, in that it 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 Signify-NL under 28 U.S.C. § 1391(b).

THE PATENT IN SUIT

14. 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.

15. 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.

16. 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 predesigned 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.

17. 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 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.

SIGNIFY'S ADOPTION OF THE PATENTED TECHNOLOGY

18. Signify, itself and through its subsidiaries, is engaged in substantial development, manufacturing, marketing, sales, and distribution of Signify and Philips-branded products worldwide, and through its Professional Services Division actively designs, installs, operates and maintains systems incorporating the same in countries including the U.S. Signify is also the registered owner of the website signify.com and responsible for its contents.

19. A prior course of dealing existed between TDN and Signify, beginning in early 2009. TDN had sought out Signify (then Philips Lighting) as a potential licensee of its technology, noting to Signify its patent applications, at the beginning of the discussions. The Signify representatives involved included corporate officials who have key managerial roles with

Signify to this day. Over the course of three in-person meetings in July 2009, TDN demonstrated the patented technology to the Signify representatives, and provided them a detailed white paper.

20. The Signify officials to whom TDN demonstrated its technology went silent after the aforementioned meetings. However, unbeknownst to TDN, Signify proceeded to implement the technology that TDN had demonstrated to it, and thereafter brought to market systems in accordance with TDN's design, completely cutting out TDN from any commercial participation.

21. Signify's unauthorized appropriation of the '276 Patent's technology has grown to wholesale adoption, as reflected by the NFC commissioning capability increasingly being embedded in Signify's current product lines, and aggressively promoted in Signify's trade show demonstrations, product literature, and videos.

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

23. Because the officials to whom TDN presented its technology and disclosed its patent applications are still involved for Signify in the field of the '276 Patent, and because of Signify's own patenting activity and familiarity with patents in the field (including official citation of TDN's patent application to Signify), it is reasonable to believe that Signify was aware that the '276 Patent had issued, at or about the time of its issuance, or has been and continues to be willfully blind with respect thereto.

24. On April 6, 2018, TDN, through its counsel, sent Signify a demand letter, formally bringing the issued '276 patent to Signify's attention, accusing Signify of direct and indirect infringement and explaining the basis for these allegations. Signify acknowledged

receipt of TDN's letter, but did not meaningfully engage in discussions. TDN's counsel wrote again to Signify on February 4, 2019, with no response.

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

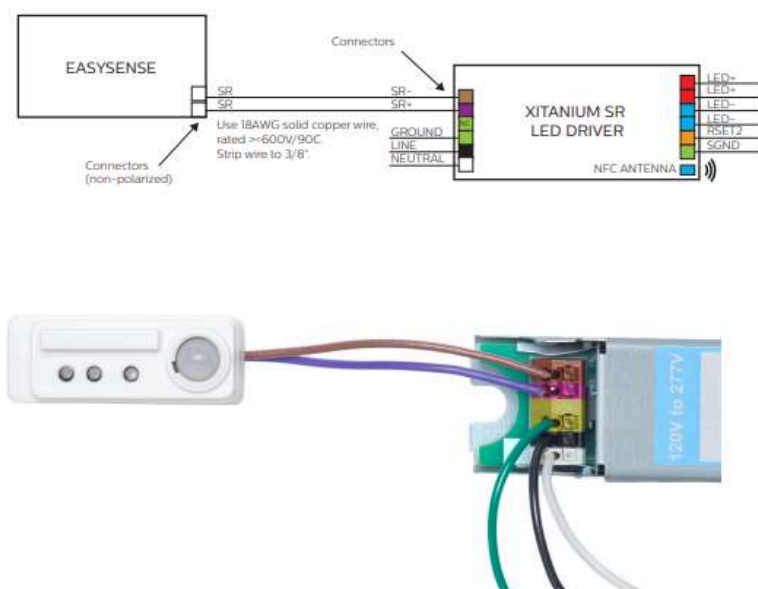
EXAMPLES OF WIDESPREAD INFRINGEMENT BY SIGNIFY

26. Signify has widely adopted the technology taught in the '276 patent, and induced others to do the same, using Signify's products.

27. As one example, Signify (including Signify-US) provides and installs by way of Philips Lighting Services NFC-enabled LED drivers, including its Xitanium SR (Sensor Ready) line of LED drivers. These products are designed by Signify for purposes including without limitation interacting with sensors and controlling luminaires. The Xitanium SR LED drivers are deployed on DALI (wired) networks, and are further connected, through DALI connections, with Zigbee (wireless)-enabled Signify Easysense (SNS-100, 200, 300, etc.) sensors. Below are illustrations of typical such drivers and sensors:

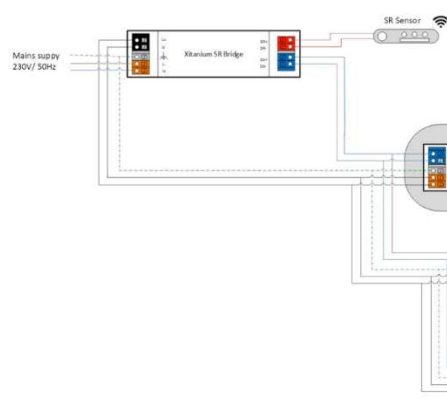
EasySense Fixture-Mount Sensor

Wiring Diagram



28. Signify further provides Bridge devices to connect DALI systems to SR (wired and wireless) systems:

Figure 1 Wiring diagram



SR Bridge Wiring diagram

A typical application for the Xitanium SR Bridge is to connect the SR Bridge to 1 or more Philips Xitanium DALI drivers and a SR (RF) sensor (see Figure 1).

29. Signify provides detailed written and video instructions, manuals, and software for using its products (including the above and like products), with the intention that users of its products buy those products and do what is taught and enabled by such videos, instructions, manuals, and software. The instructions and options provided in Signify's written and video

instructions, manuals, and software are all intended to be used in designing with and deploying Signify products. Such instructions include, for example, <https://www.signify.com/en-us/brands/advance/led-drivers/simpleset>, which provides a video on the advantages of NFC configuration, and links to supporting software and design guides.

30. When Signify operates in an outsourcing services capacity, it performs all design, building, operation and maintenance of the lighting installation and support activities for the customer. Due to the large scale and broad scope of the services provided, this activity includes all aspects of such design, building, operation and maintenance of the lighting installation and support activities as taught in Signify's product videos, instructions, manuals and software. On information and belief, in the course of providing such Professional Services, Signify itself (including Signify-US in U.S. services engagements) has occasion to repeatedly perform the steps outlined in its instructional material, including without limitation the commissioning and deployment steps specifically described at length herein.

31. The components identified above, which are but a few of many like Signify components that embody NFC commissioning as promoted by Signify, are used by Signify (including Signify-US) and others to infringe each and every step of at least claim 1 of the '276 patent, and to put into service and obtain the beneficial use of each element of at least the corresponding system claim, claim 17, in the following manner:

a. creating a design for a network comprising parameters and design configuration data of devices designed to be in said network (cl. 17: a design system for creating and storing a design of a network, said design comprises parameters and design configuration data of devices designed to be in said network)

See for example "Xitanium SR Outdoor LED Driver Design-in Guide" (PAD-1654DG, Feb. 2019) ("Design-In Guide") at 20, describing and illustrating a network including a luminaire with specific settings.

Design data includes the connected node's, or luminaire's, operation settings, for example, as shown in this MultiOne Screen:

The screenshot shows the Philips MultiOne User Manual settings screen. It includes the following sections:

- Power on level:** A slider and a text box showing 254 (≈100 %). A checkbox for "Do nothing" is present.
- System failure level:** A slider and a text box showing 255 (≈100 %). A checkbox for "Do nothing" is present.
- Min level:** A slider and a text box showing 84 (≈1 %).
- Max level:** A slider and a text box showing 129 (≈3 %).
- Fade rate:** A dropdown menu showing 7.
- Fade time:** A dropdown menu showing 1.
- Extended fade time based:** A dropdown menu showing 1.
- Extended fade time multiplier:** A dropdown menu showing 1.
- Operating mode:** A text box showing 128. A note states: "*Operating mode can either be 0 or between 128 and 255".
- Short address:** A text box showing 62. A note states: "*Short address can either be 255 or between 0 and 63".
- Scenes:** A grid of 16 scene settings, each with a text box showing 255. The scenes are labeled Scene 0 through Scene 15.
- Groups:** A grid of 16 group settings, each with a checkbox. Groups 0 through 15 are listed. Group 10 is checked.

Philips MultiOne User Manual (Ver. 3.11, 2019) ("MultiOne Manual") at 59.

b. and binding information defining bindings to allow connection between devices to run an application (cl. 17, same)

The software provides for a DALI short address for separate addressing of each individual Xitanium SR driver. Design-In Guide at 24 and Fig. 27:

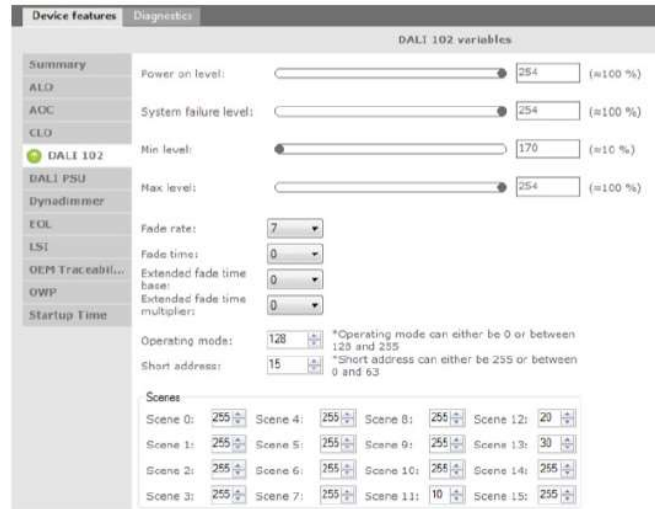


Figure 27. Programming short address (15) using DALI 102 (variables) section.

This capability is particularly important where multiple drivers are involved:

“In cases where more than one Advance Xitanium SR driver is connected to one sensor, it is useful for each SR driver to be assigned an individual short address so each individual SR driver can be addressed separately. Using SimpleSet, short addresses can now be programmed into the SR driver. Using the DALI 102 section under Device features the short address can be easily programmed by changing the value in the short address field (see Figure 27 where short address 15 gets assigned).”

Id.

c. installing the devices according to the created design (cl. 17: configuration adapters comprised in devices to be installed according to said design ... so that the installed devices form the network and the bindings according to the created design) (addressed per the claim language that follows; performed by, for example, Philips Lighting Services as part of Signify-US for U.S. services engagements, as well as by customers, when deploying the referenced drivers in accordance with Signify’s instructions)

d. by accessing the created design by a commissioning tool (cl. 17: a control system comprising at least one commissioning tool, the control system is for installing said devices by accessing said created design by a commissioning tool)

E.g., LCN960, shown below:



See also MultiOne Manual at 13 (illustrating a range of similar NFC programming tools).

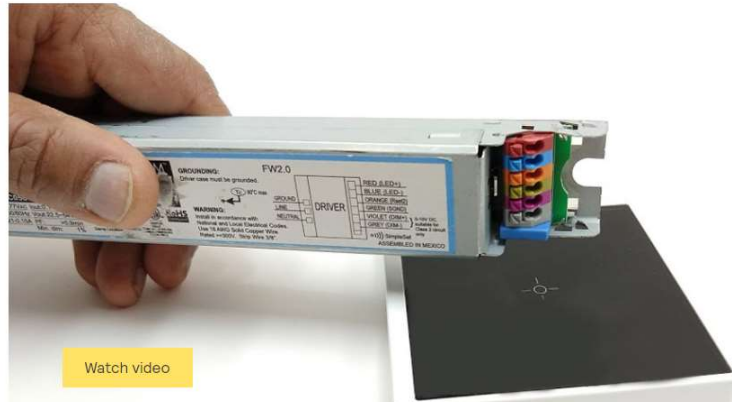
e. and downloading data from the commissioning tool into a configuration adapter comprised in the devices to be configured, before the devices are initialized (cl. 17: downloading data from said commissioning tool into said configuration adapters before the devices are initialized)

A “configuration adapter” is, for example, a dual-interface NFC/I2C chip with EEPROM storage, in the device to be configured. In many instances, Signify uses an M24LR04E-R NFC tag, which Signify has sourced from STMicroelectronics, in the configuration adapters it builds into the devices to be configured. The downloaded data includes data of the created design. The configuration adapters are programmed before the devices are initialized. *See* Design-In Guide at 5: “SimpleSet is especially useful as it provides a way to program the output current without drivers connected to power, significantly reducing luminaire assembly time.” *See also id.* at 22: “The data can be stored in the SR driver in either the implemented DALI memory bank 1 or using codes stored as scene settings. MultiOne software using either the DALI interface or SimpleSet (NFC) can be used to program the information in the SR driver”; Web page at <https://www.signify.com/en-us/brands/advance/led-drivers/simpleset>:

“A Simple, Flexible Solution. Tapping into Advance Xitanium LED Drivers with SimpleSet is easy. First, you use MultiOne Configuration System to set the desired parameters for the LED drivers. Then, after connecting the programming device to the computer, touch the device to the appropriate place on the driver and the programming device wirelessly programs the driver, and the software provides visual and audio confirmation that the driver was programmed successfully.”

SimpleSet Programming Technology

SimpleSet wireless programming technology for LED drivers is designed to help OEMs quickly and easily program LED drivers at any time during the manufacturing, distribution or installation process. As a result, OEMs and their customers can meet orders faster and with greater confidence while reducing costs and inventory.



See also the referenced Signify video, at <https://www.youtube.com/watch?v=-FSOQQMVnPE> (“Philips MultiOne Configuration Tool – Simple and Fast”) (“MultiOne Video”).

Signify (including Signify-US in U.S. services engagements) performs this step upon installation of a system built by Philips Lighting Services, as do Signify’s customers when installing a system comprised of Signify components in accordance with Signify’s instructions.

f. ... *forming the network and bindings according to said created design (cl. 17: so that the installed devices form the network and the bindings according to the created design)* (see claim language below addressing how the network is so formed)

g. ... *by initializing the devices (cl. 17: by initializing said devices)*

Powering up the device will initialize it. Signify (including Signify-US) also performs this step, for example, during installation. Users and OEMs perform this step as well.

h. ... *and by reading said downloaded data from the configuration adapter once the devices are initialized (cl. 17: by reading said downloaded data from the configuration adapters once the devices are initialized)*

In Signify’s implementations, design data that has been transferred to the configuration adapter via NFC, and stored its EEPROM (non-volatile memory), is read from the configuration adapter when the device is initialized and used to form the network.

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

The commissioning tool incorporates a separate and complementary configuration adapter ('276 Patent at 14:53-57). The SimpleSet configuration adapter (see item (d) above) comprises an NFC transceiver.

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 (cl. 17: same)*

The NFC Tags of the Signify LED drivers do not need be powered up during commissioning. According to Signify's literature, "SimpleSet is *especially useful* as it provides a way to program the output current without drivers connected to power, significantly reducing luminaire assembly time." Design-In Guide at 5 (emphasis added). *See also* MultiOne Video at 0:45-50.

COUNT I - DIRECT INFRINGEMENT - 271(a)

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

33. The method steps and system elements comprising at least claims 1 and 17 of the '276 patent are set out in Signify's videos, instructions, manuals, and marketing materials, which reflect how Signify intends its products to be used and deployed. Signify-US follows these instructions itself in activities including without limitation in the course of U.S. engagements of Philips Lighting Services, in which it deploys, for its services customers, complete systems comprising such Signify products.

34. A person (including representatives, employees and agents of Signify-U.S.), following the instructions provided by Signify as aforesaid, will perform each and every method step of at least claim 1 of the '276 patent as set forth above.

35. When Signify-US deploys a networked system of Signify products as a service for its customer, Signify-U.S. uses the design system, commissioning tool, configuration adapters, and control system recited in claim 17, for commissioning, installing, and initializing the Signify

devices to form a network, and thereby puts the claimed system into service to form and control a network of wired and wireless devices and wired and wireless links, as claimed. Signify-US obtains beneficial use of the claimed system by improving the efficiency and lowering the cost of the network design, installation, deployment, operation, and maintenance of such networks that it performs as part of its professional services.

36. Signify-US's acts as aforesaid, in which Signify 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 at least claims 1 and 17 of the '276 Patent under 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

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

38. 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.

39. Signify 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)

40. Plaintiff repeats and realleges paragraphs 1 - 3938 as if fully set forth at length herein.

41. 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.”

42. Signify (including both Signify-US and Signify-NL) has induced and continues to induce direct infringement by others of the ’276 Patent in the U.S., literally and/or under the doctrine of equivalents.

43. TDN hereby identifies numerous direct infringers of the ’276 Patent, induced to infringe the same in the United States by Signify. As alleged above, the instructions and options provided in Signify’s written and video instructions, manuals, and software are all intended to be used in designing with and deploying Signify products. On information and belief, the instructions and teachings thus provided are widely practiced by Signify’s customers, including those in the U.S. For example, persons who practice the NFC commissioning steps prescribed in the Signify publications referenced in Count I, and/or use design systems and Signify products described therein, and/or integrate Signify components into their own products, perform each and every step of at least claim 1 of the ’276 Patent, literally and/or under the doctrine of equivalents, and use 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 infringe the ’276 Patent literally and/or under the doctrine of equivalents.

44. As set forth in the examples above, Signify provides web site, video, and printed directions that lay out every step of infringing the ’276 patent, in steps intended to be practiced in combination, for the purpose of designing, installing, and forming a network of wired and wireless Signify devices, connected by wired (DALI) and wireless (Zigbee) links, through creating and transferring the network design via NFC, via a commissioning tool and

complementary configuration adapters, where only the configuration adapter in the commissioning tool need be powered up.

45. On information and belief, there are a substantial number of such direct infringers (in addition to Signify-US itself as alleged above) who purchase Signify products and/or systems that and practice the claimed methods and use and/or resell the claimed systems in accordance with directions supplied by Signify, such as those referenced above.

46. Signify provides through its website accessible in the U.S. the written, video, and printed (PDF) directions referred to above. Signify-NL states that it provides this website. *See* <https://www.signify.com/en-us/site-owner> (“This website is provided for you by: Signify Netherlands B.V., High Tech Campus 48, 5656 AE Eindhoven”). In so doing, Signify-NL actively, knowingly, and intentionally has induced, and continues to actively, knowingly, and intentionally induce, infringement of the ’276 Patent by said direct infringers. Signify-US participates in this infringement on the ground in the U.S. through its marketing and services activities in the U.S., including demonstrations at U.S. trade shows, and sales calls on major accounts, where the claimed techniques are advocated and demonstrated in person.

47. Signify knows of the ’276 Patent at least by reason of TDN’s demand letters as aforesaid, as well as the filing of this action.

48. Signify also knows the manner in which it and its customers and resellers are alleged to infringe the ’276 patent, at least by reason of TDN’s demand letters as aforesaid, as well as the filing of this action.

49. Signify intends that customers and resellers purchase its products, and intends that those customers and resellers follow its directions as for the use and deployment of those products. Since the directions intended by Signify to be followed constitute all acts necessary to

infringe a patent of which Signify is aware, Signify's acts encouraging such known infringement were and are intentional. In so doing, Signify (including both Signify-NL and Signify-US) act with the knowledge and intent to encourage and facilitate infringing sales and uses of Signify products, through the creation and dissemination of promotional, marketing, and instructional materials, videos, product manuals, software and technical materials related thereto, including but not limited to those examples of such materials, videos, manuals, and software hereinabove described.

50. Accordingly, Signify-NV and Signify-US are liable for inducing infringement under 35 U.S.C. Sec. 271(b).

51. TDN has suffered and continues to suffer damages including lost profits by reason of such induced infringement by Signify 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 products and systems such as those named herein, but to every instance in which downstream purchasers from Signify have infringed and provided products that infringe or are readily used to infringe the '276 Patent by using or integrating Signify products and components and other conveyed items in combinations and procedures as taught by the aforementioned Signify printed materials, demonstrations, and videos.

52. 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.

53. Signify's induced infringement of the '276 Patent has been and continues to be willful.

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

54. Plaintiff repeats and realleges paragraphs 1 - 53 as if fully set forth at length herein.

55. 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.

56. As previously alleged, Signify is a global business. On information and belief, among its global activities, Signify causes 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 same Signify demos, publications, and videos referenced in Counts I and II, induces 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.

57. Thus, Signify has, 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.

58. Accordingly, Signify is liable for infringement under 35 U.S.C. § 271(f)(1).

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

60. 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.

61. Signify's induced infringement of the '276 Patent under 35 U.S.C. § 271(f)(1) has been and continues to be willful.

PRAYER FOR RELIEF

WHEREFORE, TDN respectfully requests that this Court enter judgment against defendants as follows:

- a. adjudging that the defendants have each infringed and/or induced infringement of, literally or under the doctrine of equivalents, U.S. Patent No. 8,437,276 B2;
- b. adjudging that each of said defendants' infringement has been willful;
- c. 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;
- d. awarding TDN temporary, preliminary, and permanent injunctive relief;
- e. finding that this case is exceptional and awarding TDN its reasonable attorneys' fees under 35 U.S.C. § 285;
- f. awarding TDN pre-judgment and post-judgment interest on its damages; and

- g. awarding TDN such other and further relief in law or equity that the Court deems just and proper.

Dated: October 22, 2019

OF COUNSEL:

Ronald Abramson
David G. Liston
Ari J. Jaffess
Alex G. Patchen
M. Michael Lewis
Rebecca Rothkopf
LISTON ABRAMSON LLP
The Chrysler Building
405 Lexington Avenue, 46th Floor
New York, New York 10174

/s/ David L. Finger

David L. Finger (#2556)
Finger & Slanina, LLC
One Commerce Center
1201 North Orange Street, 7th Floor
Wilmington, DE 19801-1186
(302) 573-2525
Fax: (302) 573-2524
dfinger@delawgroup.com

Attorneys for Plaintiff TriDiNetworks Ltd.