

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

SES-IMAGOTAG SA and  
SES-IMAGOTAG GMBH

Plaintiffs,

V.

HANSHOW TECHNOLOGY CO., LTD.,

Defendant.

Civil Action No.

## JURY TRIAL DEMANDED

## **COMPLAINT FOR DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

Plaintiffs SES-imagotag SA and SES-imagotag GmbH (collectively, “Plaintiffs” or “SES-imagotag”) bring this action for declaratory judgment of non-infringement against Defendant Hanshow Technology Co., Ltd. (“Defendant” or “Hanshow”), and state and allege as follows:

### NATURE OF THE ACTION

1. This is an action for declaratory judgment of non-infringement arising under the patent laws of the United States, 35 U.S.C. § 100, *et seq.* and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202. Plaintiffs seek a judicial declaration that they do not infringe any claim of United States Patent Nos. 8,346,210 (“the ’210 patent”) and 9,641,994 (“the ’994 patent”) (collectively, “the Patents-in-Suit”).

### **THE PARTIES**

2. SES-imagotag SA is a corporation organized and existing under the laws of France. SES-imagotag SA has a principal place of business at 55 Place Nelson Mandela, CS 60106, 92024 Nanterre Cedex, France.

3. SES-imagotag GmbH, a subsidiary of SES-imagotag SA, is a corporation organized and existing under the laws of Austria. SES-imagotag GmbH has a principal place of business at Kalsdorfer Strasse 12, 8072 Fernitz-Mellach, Austria.

4. SES-imagotag is a leading global provider of Electronic Shelf Labels (“ESLs”) and retail Internet of Things (“IoT”) solutions.<sup>1</sup> For more than 30 years, SES-imagotag has been a trusted partner of retailers for in-store digital technology. *See* Exhibit D at 1; <https://www.ses-imagotag.com/about-us/>. SES-imagotag’s mission is to support retailers in their digital transformation to help them better manage and control their stores, making them ultra-connected and ultra-efficient, while enabling a truly omnichannel in-store shopping experience for their customers. *See* Exhibit D at 2. As a result of its award-winning products and success in the market, SES-imagotag operates 19 offices worldwide and serves over 350 large retailers and other customers at more than 35,000 stores in over 60 countries in Europe, Asia, and North America. *See* Exhibit D at 1.

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<sup>1</sup> The Internet of Things (“IoT”) describes physical objects (or groups of such objects) with sensors, processing ability, sensors, and other technologies that connect and exchange data with other devices and systems over the Internet or other communications networks. *See* [https://en.wikipedia.org/wiki/Internet\\_of\\_things](https://en.wikipedia.org/wiki/Internet_of_things).

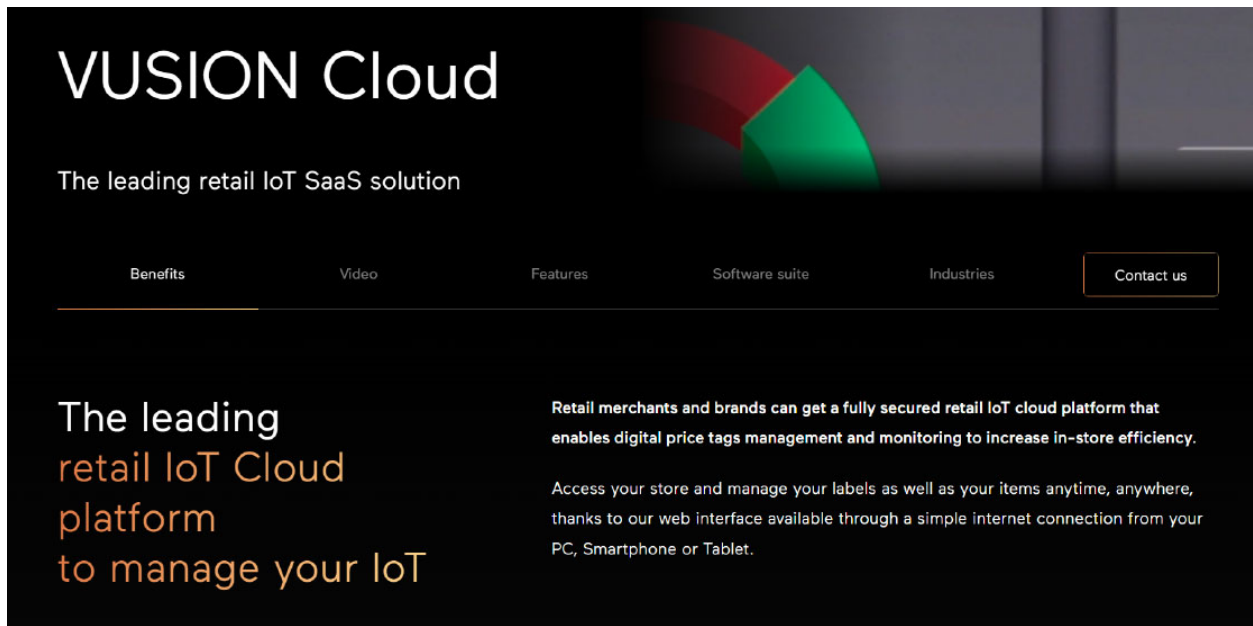


Exhibit E at 1; <https://www.ses-imagotag.com/products/cloud-platform/>.

5. Defendant Hanshow Technology Co., Ltd., is a company organized under the laws of China and maintains a principal place of business at Floor 4, Building 1 and Floor 7, Building 5, Jiaxing Guangfu Innovation Park, No. 1288 Kanghe Road, Xiuzhou District, Jiaxing, Zhejiang Province, China.

### **JURISDICTION AND VENUE**

6. This Court has federal subject matter jurisdiction over this civil action for declaratory judgment of non-infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a) because it arises under the patent laws of the United States, 35 U.S.C. § 100, *et seq.*, and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, because this action seeks declaratory relief.

7. This Court has personal jurisdiction over Defendant Hanshow pursuant to 35 U.S.C. § 293, which provides that in cases involving a patentee that does not reside in the United States, the United States District Court for the Eastern District of Virginia “shall have the same jurisdiction to take any action respecting the patent or rights thereunder that it would have if the

patentee were personally found within the jurisdiction of the court,” assuming that “no person” has been designated within “the Patent and Trademark Office...on whom may be served process or notice of proceedings affecting the patent or rights thereunder.”

8. On information and belief, Defendant Hanshow has represented that it is the current assignee of record of the Patents-in-Suit.

9. Hanshow is a Chinese company with its principal place of business set forth above, and on information and belief, Hanshow has not filed a written designation of an agent in the United States on whom may be served process or notice of proceedings affecting the Patents-in-Suit or the rights thereunder.

10. Venue is proper as to Hanshow in the Eastern District of Virginia under 28 U.S.C. § 1400(b) and 1391(c)(3) because Hanshow is not a resident of the United States, “there is no district in which [this] action may otherwise be brought,” and Hanshow is subject to this Court’s personal jurisdiction under 35 U.S.C. § 293. Venue for this action is further proper in the Eastern District of Virginia because SES-imagotag has over 150 customers Virginia, including grocery chains, department stores, and other retailers. Further, SES-imagotag's customers operate numerous stores in this District.

11. Hanshow has also acquiesced to personal jurisdiction in the Eastern District of Virginia when it filed a civil action in *Hanshow America Inc. and Hanshow Technology Co., Ltd. v. SES-imagotag GmbH*, No. 1:22-cv-01345 (E.D. Va.).

### **THE PATENTS IN SUIT**

12. A true and correct copy of the '210 patent, titled “Method and Apparatus for Managing Services Using Bearer Tags,” is attached to this Complaint as Exhibit A.

13. A true and correct copy of the '994 patent, titled "Method and Apparatus for Managing Services Using Bearer Tags," is attached to this Complaint as Exhibit B.

14. The '994 patent purports to be a continuation of the '210 patent. Exhibit B, '994 patent at Cover (item (63)). The disclosure of the '994 patent, as a continuation of the '210 patent, without including the claims, is substantively the same as the '210 patent, including the Figures and sections titled "Background," "Some Exemplary Embodiments," "Brief Description of the Drawings," and "Description of Example Embodiments." Hanshow did not invent the claimed subject matter of the Patents-in-Suit.

15. On information and belief, Hanshow is the current assignee and owner of the '210 patent. Nokia Corporation is the assignee listed on the face of the '210 patent.

16. On information and belief, Hanshow is the current assignee and owner of the '994 patent. Nokia Technologies Oy is the assignee listed on the face of the '994 patent.

17. The United States Patent and Trademark Office's assignment database identifies a "Patent Agreement" from Nokia Technologies Oy to Hanshow, purporting to assign the Patents-in-Suit to Hanshow, beginning at Reel: 065293 Frame: 0158 and ending at Reel: 065293 Frame: 0162. A true and correct copy of this purported assignment is attached to this Complaint as Exhibit C.

18. On information and belief, Hanshow purchased the Patents-in-Suit at the time or shortly before the assignment (Exhibit C) from Nokia was executed on September 26, 2023.

19. Hanshow paid "the sum of one Dollar (\$1.00)" for the Patents-in-Suit, which reflects Hanshow's valuation of the Patents-in-Suit. Exhibit C at 16.

20. On information and belief, the assignment from Nokia to Hanshow for the Patents-in-Suit is part of a "Patent Purchase Agreement Between Nokia and Hanshow" and appears at

“Page 16 of 23” through “Page 18 of 23” of that Patent Purchase Agreement. Exhibit C at 16-18. Hanshow did not file pages 1-15 or 19-23 of the Patent Purchase Agreement Between Nokia and Hanshow with the U.S. Patent and Trademark Office.

21. Hanshow purchased the Patents-in-Suit to assert them against SES-imagotag.

22. Hanshow purchased the Patents-in-Suit to assert them in retaliation to SES-imagotag’s assertion that Hanshow infringes certain SES-imagotag patents.

23. The Patents-in-Suit disclose the background and problem shown below, explaining that there is a desire for wireless service providers (such as cellular service providers) and device manufacturers to provide direct management and billing of services to customers:

“Wireless (e.g., cellular) service providers and device manufacturers are continually challenged to deliver value and convenience to consumers by, for example, providing compelling services, applications, and content. Beyond the Sophisticated functions already included in many devices, service providers and device manufacturers are making a greater array of optional services (e.g., music, games, video, navigation, products, etc.) available to consumers. This increased variety, however, may conflict with the goal of delivering convenience to the consumer, in that generally it is more difficult for a consumer to manage (e.g., discover, select, access, purchase, activate, modify, bill, etc.) a large library of services. Therefore, to be competitive and to promote the greater discovery and use of available services, the service providers and manufacturers need to address the ever growing requirement for more approaches for efficient and convenient management of services.”

(Exhibit A, ’210 patent at 1:6-23; *see also* Exhibit B, ’994 patent at 1:14-30).

24. The Patents-in-Suit explain that this is desirable because customers already have a direct billing relationship for the wireless service providers, such as shown in the exemplary citation below.

“The network billing system 109 is owned by, for instance, a service provider (e.g., cellular service provider) through which the users of UEs 101a-101n have their communication (e.g., wireless) service. Accordingly, the user of UEs 101a-101n generally already has a billing relationship with the network billing system 109 and the associated service provider.”  
(Exhibit A, '210 patent at 4:50-56; *see also* Exhibit B, '994 patent at 4:61-67).

25. According to the solutions described in the Patents-in-Suit, the wireless service provider directly bills the customer's phone bills for each service. Exemplary citations are shown below.

“On receipt of the user confirmation, the services portal 221, for example, directs the payment gateway 227 to collect the fees associated with the request. In exemplary embodiments, the payment gateway 227 may interact with the network billing system 109 to collect payment using, for example: (1) direct billing to the user using the International Mobile Station Identity (IMSI) associated with the user's UE 101, wherein the user's phone bill is directly charged for any fees and the payment gateway 227 makes a billing request to the network billing system 109 to recover the fees based on the IMSI; (2) direct billing using a 3G/GPRS access point, wherein the user's phone bill is directly charged for any fees and the payment gateway 227 makes a billing request to the network billing system 109 to recover the fees based on the network assigned ID (e.g., a Mobile Subscriber Integrated Digital Services Network (MSISDN) number); (3) direct billing using a wireless access protocol (WAP) access point, wherein the user's phone bill is directly charged for any fees and the payment gateway 227 makes a billing request to the network billing system 109 to recover the fees based on the network assigned ID (e.g., MSISDN) (i.e., WAP direct billing); (4) direct billing using WAP, wherein the user accesses a WAP portal to authorize payment against the user's phone bill and the payment gateway 227 makes a billing request to the network billing system 109 to recover the fees (i.e., WAP online billing); (5) direct billing using premium short message service (SMS) MO billing wherein an SMS sent from the user's device triggers direct billing against the user's phone bill and wherein the network billing system 109 sends the collected fees to the payment gateway 227 based on the SMS transaction identification; and (6) direct billing using premium short message service (SMS) MT billing wherein an SMS sent to the user's device triggers direct billing against the user's phone bill and wherein the network billing system 109 sends the collected fees to the payment

gateway 227 based on the SMS transaction identification. ”  
(Exhibit A, ’210 patent at 7:20-55; *see also* Exhibit B, ’994 patent at 7:35-8:4).

“Moreover, the bearer tag 601 corresponds to an E-mail subscription service, the bearer tag 603 corresponds to a service credit that can be immediately applied to a user's phone bill, and bearer tags 605 and 607 correspond to the purchase a game (e.g., chess).”  
(Exhibit A, ’210 patent at 10:36-41; *see also* Exhibit B, ’994 patent at 10:50-54).

“If this is a first tap 705 by the device 703 on the bearer tag 701, the services platform 107 processes the request and activates the service according to a predetermined billing arrangement (e.g., bill the service directly to the user's phone bill).”  
(Exhibit A, ’210 patent at 12:54-58; *see also* Exhibit B, ’994 patent at 13:4-8).

“Upon confirmation from the user to activate the service and to apply the charges to the user's phone bill, the NFC application 803 sends a request to the payment gateway 809 to send information on the SMS short code and transaction details for the service (at 827).”  
(Exhibit A, ’210 patent at 13:48-52; *see also* Exhibit B, ’994 patent at 14:1-5).

“Upon confirmation from the user to activate the service and to apply the charges to the user's phone bill, the NFC application 803 sends a request to the payment gateway 809 to send information on the SMS short code and transaction details for the service (at 913).”  
(Exhibit A, ’210 patent at 14:39-43; *see also* Exhibit B, ’994 patent at 14:60-64).

“Upon confirmation from the user to activate the service and to apply the charges to the user's phone bill, the NFC application 803 sends a request to the payment gateway 809 to send information on the SMS short code and transaction details for the service (at 1013).”  
(Exhibit A, ’210 patent at 15:37-41; *see also* Exhibit B, ’994 patent at 15:59-63).

“Upon confirmation from the user to activate the service (and any additional features if applicable) and to apply the charges to the user's phone bill, the NFC application 803 sends a request to the payment gateway 809 to send information on the SMS short code



and transaction details for the service (at 1113).”  
(Exhibit A, ’210 patent at 16:30-35; *see also* Exhibit B, ’994 patent at 16:54-59).

26. The Patents-in-Suit’s solutions require “bearer tags,” which are physical tags distributed to users within a user equipment box or monthly billing statement. Each bearer tag corresponds to a particular service that the user can request the wireless service provider to manage and bill, as shown in the exemplary citation below.

“FIG. 6B is a diagram depicting a distribution method for a bearer tag, according to an exemplary embodiment. It is contemplated that the bearer tags 601-607 of FIG. 6A may be distributed using any suitable method (e.g., distribution within a user equipment box, with a monthly billing statement, in print advertisements, etc.). As shown in FIG. 6B, the Mobile Mail bearer tag 601 is included in the user equipment box 621 with the UE 623. For instance, the bearer tag 601 may be placed in the user equipment box 621 at the time of equipment purchase.”  
(Exhibit A, ’210 patent at 10:61-11:3; *see also* Exhibit B, ’994 patent at 11:9-18 (referring to FIG. 6E))

27. The Patents-in-Suit describe the services for the bearer tags as “the term ‘services’ as used herein refers collectively to services, applications, and content in a network and/or user equipment.” (Exhibit A, ’210 patent at 2:64-3:3; *see also* Exhibit B, ’994 patent at 3:8-11).

28. The Patents-in-Suit also describe “management” of the services, stating that “[i]t is contemplated that the term ‘management’ of services as used herein refers to actions including discovering a service, selecting a service, activating a service, modifying a network, cancelling a service, paying for a service, and the like.” (Exhibit A, ’210 patent at 4:60-64; *see also* Exhibit B, ’994 patent at 5:5-9).

29. The Patents-in-Suit explain that users can request the wireless service providers manage the services by “tapping” a user device near the bearer tag or use another method that is different from tapping, such as scanning a barcode with a barcode reader. The Patents-in-Suit explain that users can request the wireless service providers manage the services by “tapping” a

user device near the bearer tag or use another method that is different from tapping, such as scanning a barcode with a barcode reader:

“By way of example, the user request may be indicated by tapping the UE 101 one or more times on or near the bearer tag. The number of taps to initiate a request is configurable by the user, the service provider, or both. It is also contemplated that tapping includes bringing the UE at least sufficiently close enough to the bearer tag 105 so that the UE 101 can detect a return signal from the bearer tag 105. A physical tap is not necessary. In addition or alternatively, the user can signal a request to manage a service by activating one or more buttons or menu options on the UE 101, by causing the user UE 101 to read the bearer tag (e.g., cause the UE 101’s barcode reader to scan a barcode), or by any combination thereof.”

(Exhibit A, ’210 patent at 6:20-32; *see also* Exhibit B, ’994 patent at 6:34-46).

30. The Patents-in-Suit also describe “validating” certain services, for example, because

“The term ‘validate’ refers to a process for ensuring that a UE 101 meets the conditions (e.g., location requirement) to manage a service. To validate the location information, the services platform 107 may obtain the location of the UE 101 by, for instance, identifying the wireless communication cell in which the UE 101 is operating, using the global positioning satellite (GPS) receiver of the UE 101, or using other like location technologies.”

(Exhibit A, ’210 patent at 9:49-58; Exhibit B, ’994 patent at 9:63-10:4).

31. On information and belief, the Patents-in-Suit are related to European Patent Application EP2401710. On information and belief, European Patent Application EP2401710 was refused by the European Patent Office and did not issue as a patent.

### **OVERVIEW OF SES-IMAGOTAG’S NON-INFRINGEMENT PRODUCTS AND SOLUTIONS**

32. SES-imagotag repeats and realleges the above paragraphs 1-31, which are incorporated by reference as if fully stated herein.

33. SES-imagotag has made significant investments to develop innovative customer centric solutions for digitizing physical stores and creating value for stores and shoppers. SES-imagotag's VUSION Retail IoT Cloud platform ("VUSION") enables retailers to transform their physical stores into high-value digital assets that are more automated, data-driven, and connected in real-time to suppliers and consumers. Among other benefits, VUSION improves pricing agility, accuracy, and integrity, enables omnichannel synchronization of product information and marketing content, and increases the productivity of shelf replenishment and in-store picking for online orders.

34. In the United States, SES-imagotag has sold and offers for sale and sells its electronic shelf labels ("ESL"), including its VUSION series ESLs, to retailers. SES-imagotag also has sold and offers for sale and sells its VUSION platform to retailers, as well as solutions such as VUSION Link and Storefront (collectively, with the VUSION series ESLs, part of the "SES-imagotag Products-at-Issue"). VUSION Link is supported by the VUSION platform and includes a mobile application that enables in-store staff to access information and perform functions such as matching labels with items at the shelf and previewing label displays. Storefront is a solution that provides an enhanced in-store digital experience, providing consumers with essential information like a store map, in-store or online availability, related products, and promotional items.

35. The VUSION platform and the other SES-imagotag Products-at-Issue, including the VUSION Link and Storefront solutions, do not infringe and have not infringed, either directly or indirectly, literally or under the doctrine of equivalents, any claim of the Patents-in-Suit. For example, and without waiver of other arguments for noninfringement, the VUSION series ESLs are not "bearer tags" and do not correspond to services or provide service information, as

disclosed and claimed by the Patents-in-Suit. Also, VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer. They are configured for the retailer and enabled for use at the retailer's store locations. The end user of such solutions, either an in-store employee or consumer who operates a mobile phone or other external device to access the solution, is not billed nor is it necessary to obtain service information from the Electronic Shelf Label (ESL) or examine manage services according to a billing arrangement to provide a service to the end user.

**OVERVIEW OF HANSHOW'S ASSERTIONS AGAINST SES-IMAGOTAG AND  
PENDING LITIGATIONS BETWEEN THE PARTIES**

36. SES-imagotag repeats and realleges the above paragraphs 1-35, which are incorporated by reference as if fully stated herein.

37. On April 17, 2023, Hanshow filed a complaint for patent infringement against SES-imagotag in the Eastern District of Texas asserting U.S. Patent No. 11,540,216 in *Hanshow Technology Co., Ltd. v. SES-imagotag SA et al.*, Case No. 2:23-cv-00174-RWS-RSP (E.D. Tex. filed April 17, 2023) (hereinafter, "the EDTX Litigation").

38. The EDTX Litigation was filed by Hanshow as a retaliatory lawsuit responding to the earlier complaint filed on March 3, 2023, by SES-imagotag for patent infringement against Hanshow in the Eastern District of New York asserting U.S. Patent Nos. 10,674,340, 11,405,669, and 11,010,709 in *SES-imagotag SA et al. v. Hanshow America Inc. et al.*, Case No. 1:23-cv-01667-BMC (E.D.N.Y. filed March 3, 2023) (hereinafter, "the EDNY Litigation").

39. Hanshow also filed a declaratory judgment action for non-infringement against SES-imagotag in the Eastern District of Virginia, seeking a declaration of non-infringement with respect to other patents owned by SES-imagotag, United States Patent Nos. 11,392,916, 10,679,583, and 10,755,669, in *Hanshow America Inc. et al. v. SES-imagotag GmbH*, Case No.

1:22-cv-1345-RDA-WEF (E.D. Va. filed November 23, 2022) (hereinafter, “the EDVA Litigation”).

40. On November 21, 2023, counsel for Hanshow sent a letter to counsel for SES-imagotag via email threatening to sue SES-imagotag SA and SES-imagotag GmbH for patent infringement of the ’210 patent and the ’994 patent (hereinafter the “November 21, 2023, Hanshow Letter”). Hanshow’s counsel accused SES-imagotag of infringement and threatened to amend its complaint with additional claims for infringement of the ’210 patent and the ’994 patent. Specifically, the letter stated:

“Hi Greg, We would also like to discuss with you on Wednesday’s call a motion to amend Hanshow’s complaint in the Texas case to add claims against SES-imagotag for infringement of U.S. Patent Nos. 8,346,210 B2 and 9,641,994 B2, which were recently assigned to Hanshow by Nokia Technologies Oy on September 26, 2023. Given the early stage in the litigation, we don’t anticipate there will be any objection, but we wanted to discuss it with you first before filing the motion.”

Email from Gary Hnath to C. Gregory Gramenopoulos (November 21, 2023). The November 21, 2023, Hanshow Letter specifically and objectively asserts infringement of the Patents-in-Suit against SES-imagotag in the United States and creates an actual case or controversy creating Federal subject matter jurisdiction.

41. The Patents-in-Suit are unrelated to Hanshow’s patent asserted in the EDTX Litigation (U.S. Patent No. 11,540,216) (“the ’216 patent”). The Patents-in-Suit are from a different patent family than the ’216 patent, and the patents are directed to different features and solutions provided by the VUSION platform than are accused under the ’216 patent in the EDTX Litigation. Indeed, the Patents-in-Suit were filed by Nokia, which on information and belief is an entity unrelated to Hanshow, and assigned to Hanshow only so that Hanshow could file a retaliatory suit against SES-imagotag.

42. In the EDTX Litigation, Hanshow accuses specific features of SES-imagotag's VUSION IoT platform, including prior art versions and features thereof. Hanshow's erroneous accusations in the EDTX Litigation relate to a specific data transmission and receiving path between an ESL and a server via an access point and operating "modes" of the ESL and the access point, which are not at issue in this litigation of the Patents-in-Suit. None of the features accused in the EDTX litigation relate to the Patents-in-Suit.

**COUNT I: NON-INFRINGEMENT OF THE '210 PATENT BY SES-IMAGOTAG**

43. SES-imagotag repeats and realleges the above paragraphs 1-42, which are incorporated by reference as if fully stated herein.

44. An immediate, actual, and substantial controversy exists concerning the '210 patent due to at least the November 21, 2023, Hanshow Letter asserting patent infringement by SES-imagotag, and due to the ongoing patent litigations and disputes between the parties, including the EDTX, EDNY, and EDVA Litigations.

45. Hanshow's vexatious litigation tactics and further attempts to assert unsupported infringement claims against SES-imagotag's Products-at-Issue have caused and will continue to cause SES-imagotag irreparable injury and damage.

46. The SES-imagotag Products-at-Issue did not and do not infringe, either literally or under the doctrine of equivalents, any claim of the '210 patent.

47. Independent claims 1 and 6 of the '210 patent each require detecting a "tap" of "the user equipment on or near a bearer tag." Exhibit A, '210 patent at 21:65, 22:38. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet this limitation and do not infringe at least claims 1 and 6 of the '210 patent because they work with and interact with ESLs, which do not constitute bearer tags. A VUSION ESL is not a "bearer tag," as required by

independent claims 1 and 6 of the '210 patent at least because the ESL does not correspond to a particular “service[], application[], [or] content in a network and/or user equipment” as described in the patent. Nor does the user “tap” the ESL to request “management” of a “service”, such as “discovering a service, selecting a service, activating a service, modifying a network, cancelling a service, paying for a service, [or] the like.” *See* Exhibit A, '210 patent at 4:62-64. Similarly, electronic shelf labels are not distributed to users for a particular service that the user can then request the wireless provider manage and bill, as described in the Patents-in-Suit. *See* Exhibit A, '210 patent at 10:61-11:3. VUSION electronic shelf labels can provide electronic label identifiers, as well as product information, however, none of this information is related to managing services provided to the user by the SES-imagotag Products-at-Issue and does not permit managing services according to a billing arrangement by the SES-imagotag Products-at-Issue, as claimed in the '210 patent.

48. Independent claims 1 and 6 of the '210 patent require “generat[ing] one or more service management requests to manage the one or more services according to the service information [from the bearer tag]” and “initiat[ing] transmission of the one or more service management requests to a services platform for management of the one or more services according to a billing arrangement.” Exhibit A, '210 patent at 22:1-7, 26:41-47. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet these limitations and do not infringe at least independent claims 1 and 6 of the '210 patent because the VUSION ESLs do not constitute bearer tags, let alone bearer tags that provide service information to generate one or more service management requests to manage one or more services. Also, VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer. They are configured for the retailer and enabled for use at the retailer’s store locations. The end user of

such solutions, either an in-store employee or consumer who operates a mobile phone or other external device to access the solution, is not billed nor is it necessary to obtain service information from the ESL to manage services according to a billing arrangement to provide a service to the end user. Further, because VUSION Link and Storefront are provided as hosted solutions through a service agreement with the retailer, and the end user is not billed, the ESLs are not used to provide service information to initiate the transmission of service management requests to a services platform for the management of one or more services according to a billing arrangement. The SES-imagotag Products-at-Issue also do not manage one or more services according to a billing arrangement in the manner recited in claims 1 and 6 of the '210 patent, to, for example, activate a service, modify a service, discover a service, access a service, or set up a service. Additionally, the SES-imagotag Products-at-Issue cannot apply charges to a user's phone bill, as disclosed and claimed in the '210 patent.

49. Independent claim 15 of the '210 patent also requires the use of "bearer tags" and is not infringed by the SES-imagotag Products-at-Issue for at least the same reasons as discussed for claims 1 and 6 of the '210 patent.

50. Independent claim 15 of the '210 patent requires "receiving a service management request from a user to manage one or more services corresponding to a bearer tag" and "validating the service management request to manage the one or more services against one or more service restrictions." Exhibit A, '210 patent at 24:8-13. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet these limitations and do not infringe at least because the VUSION ESLs do not constitute "bearer tags," as explained above for claims 1 and 6 of the '210 patent. Also, VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer. They are configured for the retailer and



enabled for use at the retailer's store locations. The end user of such solutions, either an in-store employee or consumer who operates a mobile phone or other external device to access the solution, is not billed nor is it necessary to obtain service information from the ESL or receive service management requests to manage or provide the solution to the end user. Further, because VUSION Link and Storefront are provided as hosted solutions through a service agreement with the retailer, and the end user is not billed, the ESLs are not used to provide service information to initiate the transmission of service management requests for processing nor is it necessary to validate such service management requests to manage the one or more services against one or more service restrictions.

51. Independent claim 15 of the '210 patent also requires "generating a message requesting information to manage the one or more services, the message including billing information related to the one or more services." Exhibit A, '994 patent at 24:16-22. As explained above, the SES-imagotag Products-at-Issue do not bill a customer to manage one or more services and do not generate a message including billing information, as claimed.

52. The SES-imagotag Products-at-Issue also do not infringe dependent claims 2-5, 7-14, 16, and 17 of the '210 patent at least because they include all of the limitations and requirements of the independent claim from which they respectively depend and the independent claims of the '210 patent are not infringed for at least the reasons addressed above.

53. The SES-imagotag Products-at-Issue do not infringe any of claims 1-17 of the '210 patent under the doctrine of equivalents because the SES-imagotag Products-at-Issue do not perform substantially the same function in substantially the same way to obtain substantially the same result as the claims.

54. SES-imagotag's reasons above explaining why the Products-at-Issue do not infringe any claim of the '210 patent are exemplary only and SES-imagotag reserves the right to identify other bases for non-infringement at a future time.

**COUNT II: NON-INFRINGEMENT OF THE '994 PATENT BY SES-IMAGOTAG**

55. SES-imagotag repeats and realleges the above paragraphs 1-54, which are incorporated by reference as if fully stated herein.

56. An immediate, actual, and substantial controversy exists concerning the '994 patent due to at least the November 21, 2023, Hanshow Letter asserting patent infringement by SES-imagotag, and due to the ongoing patent litigations and disputes between the parties, including the EDTX, EDNY, and EDVA Litigations.

57. Hanshow's vexatious litigation tactics and further attempts to assert unsupported infringement claims against SES-imagotag's Products-at-Issue have caused and will continue to cause SES-imagotag irreparable injury and damage.

58. SES-imagotag's Products-at-Issue did not and do not infringe, either literally or under the doctrine of equivalents, any claim of the '994 patent.

59. Claims 1 and 6 of the '994 patent each require detecting a "tap" of "the user equipment on or near a bearer tag." Exhibit B, '994 patent at 22:26-27, 23:21-22. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet this limitation and do not infringe at least claims 1 and 6 of the '994 patent because they work with and interact with ESLs, which do not constitute bearer tags. A VUSION ESL is not a "bearer tag," as required by independent claims 1 and 6 of the '994 patent at least because ESL does not correspond to a particular "service[], application[], [or] content *in a network and/or user equipment*" as described in the patent. Nor does the user "tap" the ESL to request "management" of a "service", such as

“discovering a service, selecting a service, activating a service, modifying a network, cancelling a service, paying for a service, [or] the like.” Exhibit B, ’994 patent at 5:6-9. Similarly, electronic shelf labels are not distributed to users for a particular service that the user can then request the wireless provider manage and bill, as described in the Patents-in-Suit. *See* Exhibit B, ’994 patent at 11:9-18 (referring to FIG. 6E). VUSION electronic shelf labels can provide electronic label identifiers, as well as product information, however, none of this information is related to managing the services provided to the user by the SES-imagotag Products-at-Issue and does not permit managing services according to a billing arrangement by the SES-imagotag Products-at-Issue, as claimed in the ’994 patent.

60. Claims 1 and 6 of the ’994 patent each require “in response to the tap, initiating, by the user equipment, a determination of service information, related to one or more services offered by one or more service providers independent from a mobile communication service provider that has a billing arrangement with a user account associated with the user equipment, from the bearer tag, wherein the service information includes one or more costs related to the one or more services” and “generating, by the user equipment, one or more service management requests to manage the one or more services according to the service information.” Exhibit B, ’994 patent at 22:29-39, 23:24-34. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet these limitations and do not infringe at least independent claims 1 and 6 of the ’994 patent because the VUSION ESLs do not constitute bearer tags, let alone bearer tags that provide service information to generate one or more service management requests to manage one or more services. Also, VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer. They are configured for the retailer and enabled for use at the retailer’s store locations. The end user of such solutions, either

an in-store employee or consumer who operates a mobile phone or other external device to access the solution, is not billed nor is it necessary to obtain service information from the ESL to manage services according to a billing arrangement to provide a service to the end user. Further, because VUSION Link and Storefront are provided as hosted solutions through a service agreement with the retailer, and the end user is not billed, the ESLs are not used to provide service information to initiate the transmission of service management requests to a services platform for the management of one or more services according to a billing arrangement.

61. Claims 1 and 6 of the '994 patent each require "wherein the one or more service management requests of the one or more services comprises a validation of the one or more service management requests" based on at least a "location restriction." Exhibit B, '994 patent at 22:46-55, 23:41-50. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet these limitations and do not infringe at least claims 1 and 6 of the '994 patent because the VUSION electronic shelf labels do not constitute bearer tags and because VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer, as explained above. Further, because VUSION Link and Storefront are provided as hosted solutions through a service agreement with the retailer, and the end user is not billed, the ESLs are not used to provide service information to initiate the transmission of service management requests for processing nor is it necessary to validate such service management requests to manage the one or more services against a location restriction or other service restriction. Furthermore, the SES-imagotag Products-at-Issue do not "validat[e] ... the one or more service management requests based, at least in part on: a location restriction associated with a geographic location of the one or more services and the user equipment, and at least one validity date associated with the one or more services indicating the effective date or dates for

the location restriction” because the SES-imagotag Products-at-Issue do not validate service requests, as claimed, because they do not ensure that a user equipment meets a geographic requirement to manage a service.

62. Claim 15 of the '994 patent requires “receiving, by an apparatus of a mobile communication service provider via a mobile communication network, a service management request from a user equipment to manage one or more services corresponding to a bearer tag, wherein the one or more services are offered by one or more service providers independent from the mobile communication service provider that has a billing arrangement with a user account associated with the user equipment.” Exhibit B, '994 patent at 24:41-49. For example, and without limitation, the SES-imagotag Products-at-Issue fail to meet this limitation and do not infringe at least claim 15 of the '994 patent because the VUSION electronic shelf labels do not constitute bearer tags and because VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer, as explained above. Further, because VUSION Link and Storefront are provided as hosted solutions through a service agreement with the retailer, and the end user is not billed, the ESLs are not used to provide service information to initiate the transmission of service management requests for processing nor is it necessary to validate such service management requests to manage the one or more services against one or more service restrictions.

63. Claim 15 of the '994 patent requires “validating” a “service management request” to manage one or more services based on “one or more service restrictions” that “include a location restriction, a date restriction, a prior-use restriction, a restriction on the number of uses, or a combination thereof.” Exhibit B, '994 patent at 24:50-54. For example, and for similar reasons addressed above, the SES-imagotag Products-at-Issue fail to meet these limitations and do not

infringe at least claim 15 of the '994 patent because the VUSION electronic shelf labels do not constitute bearer tags, because VUSION Link and Storefront are implemented as hosted solutions under a service agreement with the retailer, and because VUSION Link and Storefront do not validate such service management requests to manage the one or more services against one or more service restrictions, such as a location restriction, a date restriction, a prior-use restriction, a restriction on the number of uses, or a combination thereof, as explained above.

64. The SES-imagotag Products-at-Issue also do not infringe dependent claims 2-5, 7-14, and 16-19 of the '994 patent at least because they include all of the limitations and requirements of the independent claim from which they respectively depend and the independent claims are not infringed at least for the reasons addressed above.

65. The SES-imagotag Products-at-Issue do not infringe any of claims 1-19 of the '994 patent under the doctrine of equivalents because the SES-imagotag Products-at-Issue do not perform substantially the same function in substantially the same way to obtain substantially the same result as the claims.

66. SES-imagotag's reasons above explaining why the Products-at-Issue do not infringe any claim of the '994 patent are exemplary only and SES-imagotag reserves the right to identify other bases for non-infringement positions at a future time.

### **RESERVATION OF RIGHTS**

67. The allegations raised in this Complaint are exemplary and not exhaustive. SES-imagotag expressly reserves the right to raise additional grounds of non-infringement for each of the Patents-in-Suit and to propose claim constructions for any of the claims of the Patents-in-Suit in this action or any other proceeding related to the Patents-in-Suit.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff SES-imagotag respectfully requests that this Court enter judgment in its favor and against Defendant Hanshow on the patent infringement counts set forth above, and respectfully requests that this Court:

A. enter judgment that the SES-imagotag Products-at-Issue do not infringe, directly or indirectly, literally or under the doctrine of equivalents, any claim of the '210 patent;

B. enter judgment that the SES-imagotag Products-at-Issue do not infringe, directly or indirectly, literally or under the doctrine of equivalents, any claim of the '994 patent;

C. enter a permanent injunction against Hanshow barring and enjoining Hanshow, and its officers, directors, agents, attorneys, employees, and assigns, and those acting in privity or in concert with them, from asserting or threatening SES-imagotag, their customers or distributors, or their potential customers or distributors with infringement of the Patents-in-Suit;

D. declare this to be an exceptional case under 35 U.S.C. § 285 and award SES-imagotag costs, expenses, and disbursements in this action, including reasonable attorneys' fees; and

E. award SES-imagotag such other further relief as may be permitted and is appropriate at law or equity.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, SES-imagotag hereby respectfully requests a trial by jury on all issues triable of right by a jury.

Dated: November 22, 2023

Respectfully submitted,

/s/ David Mroz  
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