

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

WEBXCHANGE INC.,	)		
	)		
Plaintiff,	)		
	)	C.A. No. _____	
v.	)		
	)		
FEDEX CORPORATION, FEDEX KINKO'S	)	DEMAND FOR JURY TRIAL	
OFFICE & PRINT SERVICES, INC., and	)		
FEDEX CORPORATE SERVICES INC.,	)		
Defendants.	)		

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff WebXchange Inc. ("WebXchange") hereby files this complaint for patent infringement against FedEx Corporation, FedEx Kinko's Office & Print Services, Inc. ("FedEx Kinko's") and Fedex Corporate Services Inc. ("Fedex Services") (collectively "Defendants" or "FedEx"), and alleges as follows:

**JURISDICTION AND VENUE**

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).
2. On information and belief, this Court has personal jurisdiction over FedEx Corporation and FedEx Services by virtue of their incorporation in the state of Delaware and their presence and business activities within this judicial district.
3. On information and belief, this Court has personal jurisdiction over FedEx Kinko's by virtue of its presence and business activities within this judicial district. On information and belief, Fedex Kinko's operates business locations and transacts business within the state of Delaware, and has committed acts of infringement within this judicial district.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b).

**THE PARTIES**

5. WebXchange is a Delaware corporation with its principal place of business at 222 Stanford Avenue, Menlo Park, California 94025. WebXchange is a provider of innovative software products, services and solutions that enable distributed transaction processing and control over public and private networks, including, without limitation, the “Internet” and the “World-Wide Web”. WebXchange’s products are covered by several U.S. Patents issued to its founder, CEO and Chairperson, Dr. Lakshmi Arunachalam.

6. Dr. Arunachalam is a leader in the development of high-speed computer network architecture and Internet service infrastructure. She has extensive domestic and international experience in the design and implementation of internet and intranet solutions, network security, global marketing and software development. Dr. Arunachalam founded WebXchange in 1996 to foster the development of her pioneering work in real-time transactional technologies over public and private networks.

7. On information and belief, FedEx Corporation is a Delaware corporation, with its principal place of business at 942 South Shady Grove Road, Memphis, TN 38120.

8. On information and belief, FedEx Services is a Delaware corporation, with its principal place of business at 3610 Hacks Cross Road, Memphis, Tennessee 38125. On information and belief, FedEx Services is a wholly-owned subsidiary of FedEx Corporation.

9. On information and belief, FedEx Kinko’s is a Texas corporation with its principal place of business at Three Galleria Tower, Suite 1600, 13155 Noel Road, Dallas, TX

75240. On information and belief, Fedex Kinko's is a wholly-owned subsidiary of FedEx Corporation.

**GENERAL ALLEGATIONS**

10. On July 7, 1998, U.S. Patent No. 5,778,178, entitled "Method And Apparatus For Enabling Real-Time Bi-Directional Transactions On A Network" ("the '178 patent"), was duly and legally issued by the United States Patent and Trademark Office with Lakshmi Arunachalam as the named inventor. The entire right, title, and interest in and to the '178 patent have been assigned to WebXchange. The '178 Patent has been in full force and effect since its issuance. A true and correct copy of the '178 patent is attached hereto as Exhibit A.

11. On April 3, 2001, U.S. Patent No. 6,212,556, entitled "Configurable Value-Added Network (VAN) Switching" ("the '556 patent"), was duly and legally issued by the United States Patent and Trademark Office with Lakshmi Arunachalam as the named inventor. The entire right, title, and interest in and to the '556 patent have been assigned to WebXchange. The '556 patent has been in full force and effect since its issuance. A true and correct copy of the '556 patent is attached hereto as Exhibit B.

12. On March 4, 2008, U.S. Patent No. 7,340,506 entitled "Value-Added Network Switching And Object Routing" ("the '506 patent"), was duly and legally issued by the United States Patent and Trademark Office with Lakshmi Arunachalam as the named inventor. The entire right, title, and interest in and to the '506 patent have been assigned to WebXchange. The '506 patent has been in full force and effect since its issuance. A true and correct copy of the '506 patent is attached hereto as Exhibit C.

13. The '178, '556 and '506 patents (collectively "the Patents-in-Suit") involve technology for enabling real-time, distributed, two-way transactional capabilities on, for example, without limitation, the Internet and World-Wide Web.

14. On information and belief, Defendants operate numerous digitally connected stores that provide document solutions throughout the U.S. and within this judicial district. On information and belief, Defendants have deployed front-end and back-end systems that rely on distributed, real-time internet transactions to streamline their document solution services and provide efficient sales and customer support. On information and belief, by way of example and without limitation, one such system, "File Print FedEx Kinko's," is a networked system that enables the exchange of information between customer programs, FedEx Kinkos' file preparation utilities, and third-party hosted services, and enables distributed, real-time internet transactions, including but not limited to allowing customers to remotely prepare documents for printing and submit those documents online to any of FedEx Kinkos' U.S. locations. On information and belief, software that enables a customer to make use of the real-time, distributed, two-way transactional capabilities of "File Print Kinko's" is available for download from the <http://www.fedex.com> and/or [fedex.kinkos.com](http://fedex.kinkos.com) websites operated by at least FedEx Services and/or FedEx Kinko's. On information and belief, at least some distributed, real-time internet transactions for document solutions have originated from and/or have been completed within this judicial district.

### COUNT I

#### INFRINGEMENT OF U.S. PATENT NO. 5,778,178 BY DEFENDANTS

15. Paragraphs 1-14 are hereby incorporated by reference as if fully set forth herein.

16. On information and belief, Defendants have been and are now infringing, inducing infringement, and contributing to the infringement of the '178 patent by making, using, selling, offering to sell, instructing and/or supporting the use by others in the U.S. of devices, systems and methods covered by one or more claims of the '178 patent in violation of 35 U.S.C. § 271, *et seq.* Defendants' infringing acts include, by way of example and without limitation, their making, using, selling, offering for sale, instructing and/or supporting the use by others of the "File Print FedEx Kinko's" system and other software systems that make use of and/or facilitate real-time two-way distributed transactions over the Internet.

17. The infringement of the '178 patent by Defendants has caused and will continue to cause WebXchange substantial and irreparable injury, for which it is entitled to receive all relief provided for by 35 U.S.C. §§ 283 and 284 including, but not limited to injunctive relief, damages and costs where appropriate.

## COUNT II

### INFRINGEMENT OF U.S. PATENT NO. 6,212,556 BY DEFENDANTS

18. Paragraphs 1-17 are hereby incorporated by reference as if fully set forth herein.

19. On information and belief, Defendants have been and are now infringing, inducing infringement, and contributing to the infringement of the '556 patent by making, using, selling, offering to sell, instructing and/or supporting the use by others in the U.S. of devices, systems and methods covered by one or more claims of the '556 patent in violation of 35 U.S.C. § 271, *et seq.* Defendants' infringing acts include, by way of example and without limitation, their making, using, selling, offering for sale, instructing and/or supporting the use by others of

the “File Print FedEx Kinko’s” system and other software systems that make use of and/or facilitate real-time two-way distributed transactions over the Internet.

20. The infringement of the ‘556 patent by Defendants has caused and will continue to cause WebXchange substantial and irreparable injury, for which it is entitled to receive all relief provided for by 35 U.S.C. §§ 283 and 284, including, but not limited to, injunctive relief, damages and costs where appropriate.

**COUNT III**

**INFRINGEMENT OF U.S. PATENT NO. 7,340,506 BY DEFENDANTS**

21. Paragraphs 1-20 are hereby incorporated by reference as if fully set forth herein.

22. On information and belief, Defendants have been and are now infringing, inducing infringement, and contributing to the infringement of the ‘506 patent by making, using, selling, offering to sell, instructing and/or supporting the use by others in the U.S. of devices, systems and methods covered by one or more claims of the ‘506 patent in violation of 35 U.S.C. § 271, *et seq.* Defendants’ infringing acts include, by way of example and without limitation, their making, using, selling, offering for sale, instructing and/or supporting the use by others of the “File Print FedEx Kinko’s” system and other software systems that make use of and/or facilitate real-time two-way distributed transactions over the Internet.

23. The infringement of the ‘506 patent by Defendants has caused and will continue to cause WebXchange substantial and irreparable injury, for which it is entitled to receive all relief provided for by 35 U.S.C. §§ 283 and 284, including, but not limited to, injunctive relief, damages and costs where appropriate.

**DEMAND FOR RELIEF**

WHEREFORE, WebXchange requests entry of judgment that:

a. Defendants have infringed and/or induced or contributed to the infringement of the Patents-in-Suit;

b. Defendants and their respective officers, agents, servants, employees, subsidiaries, parents, attorneys, and all persons acting in concert, on behalf of, in joint venture, or in partnership with Defendants be preliminarily and permanently enjoined from infringing, inducing to infringe, and/or contributing to the infringement of the Patents-in-Suit;

c. Defendants provide an accounting of their revenues, profits and gains resulting directly or indirectly from Defendants' infringement of the Patents-in-Suit;

d. Damages be awarded to WebXchange to compensate for Defendants' infringement of the Patents-in-Suit;

e. Defendants pay WebXchange pre-judgment and post-judgment interest on the damages awarded;

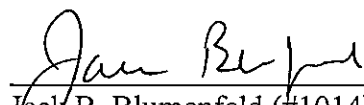
f. In the event a permanent injunction against future acts of infringement is not granted by the Court, that WebXchange be awarded a compulsory ongoing license fee; and

g. WebXchange be granted such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), WebXchange demands a jury trial for all issues so triable.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP



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