

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

PT DIAGNOSTICS, LLC

Plaintiff,

v.

- (1) Honeywell International Inc.**
- (2) Sagem Avionics, Inc.**
- (3) Sagem Defense Securite**
- (4) Safran, S.A.**
- (5) SimAuthor Inc.**
- (6) Airbus S.A.S.**
- (7) QinetiQ North America, Inc.**
- (8) ARINC, Inc.**
- (9) Flight Data Services, Inc.**
- (10) Gulfstream Aerospace Corporation**
- (11) Impact Technologies Corporation**
- (12) Optimized Systems and Solutions, Inc.**
- (13) Rockwell Collins, Inc.**
- (14) Spectro, Inc.**

Defendants.

Civil Action No. 2:10-cv-00493-TJW-CE

JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. §1 et seq. in which Plaintiff, PT Diagnostics, LLC, makes the following allegations against defendants, Honeywell International Inc., Sagem Avionics, Inc., Sagem Defense Securite, Safran S.A., SimAuthor Inc., Airbus S.A.S., QinetiQ North America, Inc., ARINC, Inc., Flight Data Services, Inc., Gulfstream Aerospace Corporation, Impact Technologies Corporation, Optimized Systems and Solutions, Inc., Rockwell Collins, Inc., and Spectro, Inc. (collectively the "Defendants").

PARTIES

1. Plaintiff PT Diagnostics, LLC ("PT") is a Texas limited liability company having a principal place of business at 207 B North Washington Ave., Marshall, Texas 75670.

2. On information and belief, Defendant Honeywell International Inc. ("Honeywell") is a Delaware corporation, with its principal office at 101 Columbia Road, Morristown, NJ 07962.

3. On information and belief, Defendant Sagem Avionics, Inc. ("Sagem Avionics") is a Delaware corporation, with its principal office at 2802 Safran Drive, Grand Prairie, TX 75052.

4. On information and belief, Defendant Sagem Defense Securite ("Sagem Defense") is a French corporation, with its principal office at Le Ponant de Paris - 27, rue Leblanc, 75512 Paris Cedex 15, France.

5. On information and belief, Defendant Safran S.A. ("Safran") is a French corporation, with its registered office at 2, boulevard du Général-Martial-Valin, 75015 Paris, France. ("Sagem Avionics", "Sagem Defense", and "Safran" are collectively the "Sagem Parties").

6. On information and belief, Defendant SimAuthor Inc. ("SimAuthor") is a Colorado corporation, with its principal office at 5775 Flatiron Park, Suite 120, Boulder, CO 80301.

7. On information and belief, Defendant Airbus S.A.S. ("Airbus") is a simplified joint stock company organized and existing under the laws of the State of France, with its principal place of business at 1, Rond Point Maurice Bellonte, 31707 Blagnac Cedex, France.

8. On information and belief, Defendant QinetiQ North America, Inc. ("QinetiQ") is

a Delaware corporation, with its principal office at 7918 Jones Branch Drive, Suite 350, McLean, VA 22102.

9. On information and belief, Defendant ARINC, Inc. (“ARINC”) is a Delaware corporation having its principal office at 2551 Riva Rd., Annapolis, Maryland 21401.

10. On information and belief, Defendant Flight Data Services, Inc. (“FDS”) is an Arizona corporation having its principal office at 250 N. Litchfield Road, Suite 230, Goodyear, Arizona 85338.

11. On information and belief, Defendant Gulfstream Aerospace Corporation (“Gulfstream”) is a Delaware corporation having its principal office at 500 Gulfstream Rd., Savannah, Georgia 31408.

12. On information and belief, Defendant Impact Technologies Corporation (“Impact Technologies”) is a Delaware corporation having its principal office at 200 Canal View Blvd., Rochester, New York 14604.

13. On information and belief, Defendant Optimized Systems and Solutions, Inc. (“Optimized Solutions”) is a Delaware corporation having its principal office at 1875 Explorer St., Suite 200, Reston, Virginia 20190.

14. On information and belief, Defendant Rockwell Collins, Inc. (“Rockwell”) is a Delaware corporation having its principal office at 400 Collins Rd., NE, Cedar Rapids, Iowa 52498.

15. On information and belief, Defendant Spectro, Inc. (“Spectro”) is a Massachusetts corporation having its principal office at 160 Ayer Rd., Littleton, Massachusetts 01460.

JURISDICTION AND VENUE

16. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

17. On information and belief, each of the Defendants is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

18. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each of the Defendants has transacted business in this district, and has committed and/or induced acts of patent infringement in this district. Venue for alien Defendants is proper in this district under 28 U.S.C. § 1391(d).

CAUSES OF ACTION

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,567,729

19. Plaintiff PT realleges and incorporates by reference paragraphs 1-18 above, as if fully set forth herein.

20. Plaintiff PT is the owner by assignment of United States Patent No. 6,567,729 (the "'729 patent") entitled "System And Method Of Analyzing Aircraft Removal Data For Preventative Maintenance." The '729 patent was duly and legally issued by the United States Patent and Trademark Office on May 20, 2003. A true and correct copy of the '729 patent is included as Exhibit A.

Honeywell

21. Upon information and belief, Defendant Honeywell has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Predictive Trend Monitoring, and Integrated Vehicle Health Management, products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Honeywell has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Sagem Parties

22. Upon information and belief, Defendant Sagem Avionics has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Sagem Avionics has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

23. Upon information and belief, Defendant Sagem Defense has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Sagem Defense has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

24. Upon information and belief, Defendant Safran has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Safran has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

SimAuthor

25. Upon information and belief, Defendant SimAuthor has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the

United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, FlightAnalyst, a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, SimAuthor has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Airbus

26. Upon information and belief, Defendant Airbus has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, AIRMAN, a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Airbus has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

QinetiQ

27. Upon information and belief, Defendant QinetiQ has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the

operation of airplanes. Such products include, by way of example and without limitation, SpectroTrack, a product that is covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, QinetiQ has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

ARINC

28. Upon information and belief, Defendant ARINC has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Aircraft Condition Analysis and Management System (ACAMS), products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, ARINC has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

FDS

29. Upon information and belief, Defendant FDS has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the

operation of airplanes. Such products include, by way of example and without limitation, Polaris, products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, FDS has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Gulfstream

30. Upon information and belief, Defendant Gulfstream has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, PlaneConnect, products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, General Dynamics has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Impact Technologies

31. Upon information and belief, Defendant Impact Technologies has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation,

SignalPro, products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Impact Technologies has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Optimized Solutions

32. Upon information and belief, Defendant Optimized Solutions has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Equipment Health Management Solution, products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Optimized Solutions has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Rockwell

33. Upon information and belief, Defendant Rockwell has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the

operation of airplanes. Such products include, by way of example and without limitation, Maintenance Diagnostic System MDS-3110/4110 products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Rockwell has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

Spectro

34. Upon information and belief, Defendant Spectro has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrak products that are covered by one or more claims of the '729 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '729 patent, Spectro has injured PT and is thus liable to PT for infringement of the '729 patent pursuant to 35 U.S.C. § 271.

35. As a result of these Defendants' infringement of the '729 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

36. Unless a permanent injunction is issued enjoining these Defendants and their

agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '729 patent, Plaintiff PT will be greatly and irreparably harmed.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 6,732,027

37. Plaintiff PT realleges and incorporates by reference paragraphs 1-36 above, as if fully set forth herein.

38. Plaintiff PT is the owner by assignment of United States Patent No. 6,732,027 (the "'027 patent") entitled "System And Method Of Analyzing Operational Source Data." The '027 patent was duly and legally issued by the United States Patent and Trademark Office on May 4, 2004. A true and correct copy of the '027 patent is included as Exhibit B.

Honeywell

39. Upon information and belief, Defendant Honeywell has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Predictive Trend Monitoring, and Integrated Vehicle Health Management, products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Honeywell has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Sagem Parties

40. Upon information and belief, Defendant Sagem Avionics has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Sagem Avionics has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

41. Upon information and belief, Defendant Sagem Defense has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Sagem Defense has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

42. Upon information and belief, Defendant Safran has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United

States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Safran has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

SimAuthor

43. Upon information and belief, Defendant SimAuthor has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, FlightAnalyst, a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, SimAuthor has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Airbus

44. Upon information and belief, Defendant Airbus has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United

States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, AIRMAN, a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Airbus has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

QinetiQ

45. Upon information and belief, Defendant QinetiQ has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrack, a product that is covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, QinetiQ has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

ARINC

46. Upon information and belief, Defendant ARINC has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling

preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Aircraft Condition Analysis and Management System (ACAMS), products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, ARINC has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

FDS

47. Upon information and belief, Defendant FDS has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Polaris, products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, FDS has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Gulfstream

48. Upon information and belief, Defendant Gulfstream has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling

preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, PlaneConnect, products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, General Dynamics has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Impact Technologies

49. Upon information and belief, Defendant Impact Technologies has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SignalPro, products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Impact Technologies has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Optimized Solutions

50. Upon information and belief, Defendant Optimized Solutions has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or

selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Equipment Health Management Solution, products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Optimized Solutions has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Rockwell

51. Upon information and belief, Defendant Rockwell has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Maintenance Diagnostic System MDS-3110/4110 products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Rockwell has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

Spectro

52. Upon information and belief, Defendant Spectro has infringed and continues to infringe the '027 patent in the State of Texas, in this judicial district, and elsewhere in the United

States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrak products that are covered by one or more claims of the '027 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '027 patent, Spectro has injured PT and is thus liable to PT for infringement of the '027 patent pursuant to 35 U.S.C. § 271.

53. As a result of these Defendants' infringement of the '027 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

54. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '027 patent, Plaintiff PT will be greatly and irreparably harmed.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 6,959,236

55. Plaintiff PT realleges and incorporates by reference paragraphs 1-54 above, as if fully set forth herein.

56. Plaintiff PT is the owner by assignment of United States Patent No. 6,959,236 (the "'236 patent") entitled "System And Method Of Analyzing Operational Source Data." The '236 patent was duly and legally issued by the United States Patent and Trademark Office on October 25, 2005. A true and correct copy of the '236 patent is included as Exhibit C.

Honeywell

57. Upon information and belief, Defendant Honeywell has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Predictive Trend Monitoring, and Integrated Vehicle Health Management, products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Honeywell has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Sagem Parties

58. Upon information and belief, Defendant Sagem Avionics has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Sagem Avionics has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

59. Upon information and belief, Defendant Sagem Defense has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Sagem Defense has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

60. Upon information and belief, Defendant Safran has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Safran has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

SimAuthor

61. Upon information and belief, Defendant SimAuthor has infringed and continues

to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, FlightAnalyst, a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, SimAuthor has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Airbus

62. Upon information and belief, Defendant Airbus has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, AIRMAN, a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Airbus has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

QinetiQ

63. Upon information and belief, Defendant QinetiQ has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United

States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrack, a product that is covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, QinetiQ has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

ARINC

64. Upon information and belief, Defendant ARINC has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Aircraft Condition Analysis and Management System (ACAMS), products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, ARINC has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

FDS

65. Upon information and belief, Defendant FDS has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United

States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Polaris, products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, FDS has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Gulfstream

66. Upon information and belief, Defendant Gulfstream has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, PlaneConnect, products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, General Dynamics has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Impact Technologies

67. Upon information and belief, Defendant Impact Technologies has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere

in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SignalPro, products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Impact Technologies has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Optimized Solutions

68. Upon information and belief, Defendant Optimized Solutions has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Equipment Health Management Solution, products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Optimized Solutions has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Rockwell

69. Upon information and belief, Defendant Rockwell has infringed and continues to

infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Maintenance Diagnostic System MDS-3110/4110 products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Rockwell has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

Spectro

70. Upon information and belief, Defendant Spectro has infringed and continues to infringe the '236 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrak products that are covered by one or more claims of the '236 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '236 patent, Spectro has injured PT and is thus liable to PT for infringement of the '236 patent pursuant to 35 U.S.C. § 271.

71. As a result of these Defendants' infringement of the '236 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants,

together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

72. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '236 patent, Plaintiff PT will be greatly and irreparably harmed.

COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 7,359,777

73. Plaintiff PT realleges and incorporates by reference paragraphs 1-72 above, as if fully set forth herein.

74. Plaintiff PT is the owner by assignment of United States Patent No. 7,359,777 (the "'777 patent'") entitled "System And Method Of Analyzing Aircraft Maintenance Data for Preventative Maintenance." The '777 patent was duly and legally issued by the United States Patent and Trademark Office on April 15, 2008. A true and correct copy of the '777 patent is included as Exhibit D.

Honeywell

75. Upon information and belief, Defendant Honeywell has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Predictive Trend Monitoring, and Integrated Vehicle Health Management, products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for

sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Honeywell has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Sagem Parties

76. Upon information and belief, Defendant Sagem Avionics has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Sagem Avionics has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

77. Upon information and belief, Defendant Sagem Defense has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Sagem

Defense has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

78. Upon information and belief, Defendant Safran has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Analysis Ground Station (AGS), a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Safran has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

SimAuthor

79. Upon information and belief, Defendant SimAuthor has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, FlightAnalyst, a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, SimAuthor has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Airbus

80. Upon information and belief, Defendant Airbus has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, AIRMAN, a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Airbus has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

QinetiQ

81. Upon information and belief, Defendant QinetiQ has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrack, a product that is covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, QinetiQ has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

ARINC

82. Upon information and belief, Defendant ARINC has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Aircraft Condition Analysis and Management System (ACAMS), products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, ARINC has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

FDS

83. Upon information and belief, Defendant FDS has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Polaris, products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, FDS has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Gulfstream

84. Upon information and belief, Defendant Gulfstream has infringed and continues to infringe the '729 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, PlaneConnect, products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, General Dynamics has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Impact Technologies

85. Upon information and belief, Defendant Impact Technologies has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SignalPro, products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Impact Technologies has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Optimized Solutions

86. Upon information and belief, Defendant Optimized Solutions has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Equipment Health Management Solution, products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Optimized Solutions has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Rockwell

87. Upon information and belief, Defendant Rockwell has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, Maintenance Diagnostic System MDS-3110/4110 products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Rockwell has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

Spectro

88. Upon information and belief, Defendant Spectro has infringed and continues to infringe the '777 patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling preventative airplane maintenance products and services that process data gathered from the operation of airplanes. Such products include, by way of example and without limitation, SpectroTrak products that are covered by one or more claims of the '777 patent. By making, using, importing, offering for sale, and/or selling such products, and all like products and related services that are covered by one or more claims of the '777 patent, Spectro has injured PT and is thus liable to PT for infringement of the '777 patent pursuant to 35 U.S.C. § 271.

89. As a result of these Defendants' infringement of the '777 patent, Plaintiff PT has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff PT will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

90. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '777 patent, Plaintiff PT will be greatly and irreparably harmed.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff PT Diagnostics, LLC respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendants have infringed, directly and jointly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of

the '729, '027, '236 and '777 patents;

2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '729, '027, '236, and '777 patents;

3. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '729, '027, '236 and '777 patents as provided under 35 U.S.C. § 284; and

4. Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: April 7, 2011

Respectfully submitted,

SNR DENTON US LLP

By: /s/ Mark L. Hogge

Matthew D. Orwig
State Bar No. 15325300
matthew.orwig@snrdenton.com
Basheer Y. Ghorayeb
State Bar No. 24027392
basheer.ghorayeb@snrdenton.com
2000 McKinney Avenue
Suite 1900
Dallas, TX 75201-1858, USA
T: (214) 259-0900
F: (214) 259-0910

Mark L. Hogge
Admitted to Eastern District of Texas
mark.hogge@snrdenton.com
Shailendra Maheshwari
Admitted to Eastern District of Texas
shailendra.maheshwari@snrdenton.com
Christopher L. Harlow
(To be admitted *pro hac vice*)
christopher.harlow@snrdenton.com
1301 K Street, N.W.
Suite 600, East Tower
Washington, DC 20005-3364, USA
T +1 202 408 6400
F +1 202 408 6399

**ATTORNEYS FOR PLAINTIFF
*PT DIAGNOSTICS, LLC***

CERTIFICATE OF SERVICE

The undersigned certifies that, on April 7, 2011, pursuant to Fed. R. Civ. P. 5 and L.R. CV-5, a true and correct copy of the foregoing Second Amended Complaint was filed by CM/ECF and will be served automatically on all parties who have appeared in this action.

By: /s/ Mark L. Hogge