

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

PixFusion LLC,

Plaintiff,

v.

Oddcast, Inc., American Express Company,
Asus Computer International, ConAgra
Foods, Inc., Mattel, Inc., Veev Spirits LLC,
WidgetBar Search LLC, Children's Network,
LLC d/b/a PBS Kids Sprout, Comcast
Children's Network Holdings, LLC,
Comcast Programming Holdings, LLC,
Fisher-Price, Inc., The Walt Disney
Company, Walt Disney Parks and Resorts,
Inc., American Greetings Corp.,

Defendants.

**FIRST AMENDED COMPLAINT AND
JURY DEMAND**

Civ. No.: 2:09-cv-390 TJW

Plaintiff PixFusion LLC, by its attorneys, Kilpatrick Stockton LLP, files this First Amended Complaint For Patent Infringement of United States Patent No. 6,351,265, a copy of which is attached as Exhibit "A" and United States Patent No. 5,623,587, a copy of which is attached as Exhibit "B," under 35 U.S.C. § 271, against Defendants Oddcast, Inc., American Express Company, Asus Computer International, ConAgra Foods, Inc., Mattel, Inc., Veev Spirits LLC, WidgetBar Search LLC, Children's Network, LLC d/b/a PBS Kids Sprout, Comcast Children's Network Holdings, LLC, Comcast Programming Holdings, LLC, Fisher-Price, Inc., The Walt Disney Company, Walt Disney Parks and Resorts, Inc., American Greetings Corp.,

collectively referred to as “Defendants,” and hereby demands a jury trial. In support of this Complaint, PixFusion respectively shows the Court the following:

THE PARTIES

1. Plaintiff PixFusion LLC (“PixFusion”) is a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 5 West 19th Street, Second Floor North, New York, New York 10011.
2. Upon information and belief, Defendant Oddcast, Inc. (“Oddcast”) is a Delaware corporation, having its principal place of business at 134 West 37th Street, 7th Floor, New York, New York 10018-7091.
3. Upon information and belief, Defendant American Express Company (“American Express”) is a New York corporation, having its principal place of business at 200 Vesey Street, New York, New York 10285-5005.
4. Upon information and belief, Defendant Asus Computer International (“Asus”) is a California corporation, having its principal place of business at 800 Corporate Way, Fremont, California 94539-6106.
5. Upon information and belief, Defendant ConAgra Foods, Inc. (“ConAgra”) is a Delaware corporation, having its principal place of business at One ConAgra Drive, Omaha, Nebraska, 68102-5001.
6. Upon information and belief, Defendant Mattel, Inc. (“Mattel”) is a Delaware corporation, having its principal place of business at 333 Continental Boulevard, El Segundo, California 90245-5012.

7. Upon information and belief, Defendant Veev Spirits LLC (“Veev”) is an Illinois corporation, having its principal place of business at 5979 West 3rd Street, Suite 204, Los Angeles, California 90036-2834.
8. Upon information and belief, Defendant WidgetBar Search LLC (“WidgetBar”) is a Delaware corporation, having its principal place of business at 1 Park Avenue South, 14th Floor, New York, New York 10016-5801.
9. Upon information and belief, Defendant Children’s Network, LLC, d/b/a PBS Kids Sprout is a Delaware limited liability company, having its principal place of business at 1 Comcast Center, Philadelphia, Pennsylvania 19103-2838.
10. Upon information and belief, Defendant Comcast Children’s Network Holdings, LLC is a Delaware limited liability company, having its principal place of business at 1201 North Market Street, Suite 1000, Wilmington, Delaware 19801. Comcast Children’s Network Holdings, LLC is a direct parent and the controlling equity holder of Defendant Children’s Network, LLC d/b/a/ PBS Kids Sprout.
11. Upon information and belief, Defendant Comcast Programming Holdings, LLC is a Delaware limited liability company, having its principal place of business at 1201 North Market Street, Suite 1000, Wilmington, Delaware 19801. Comcast Programming Holdings, LLC, through intermediaries, is the parent of Defendant Comcast Children’s Network Holdings, LLC.
12. Upon information and belief, Defendant Fisher-Price, Inc. (“Fisher-Price”) is a Delaware corporation, having its principal place of business at 636 Girard Avenue, East Aurora, New York. Fisher-Price is a wholly owned subsidiary of Defendant Mattel, Inc.

13. Upon information and belief, Defendant The Walt Disney Company is a Delaware company, having its principal place of business at 500 South Buena Vista St., Burbank, California 91521.
14. Upon information and belief, the Defendant Walt Disney Parks and Resorts, Inc., is a Florida corporation, having its principal place of business at 1375 E. Buena Vista Dr., Lake Buena Vista, Florida 32830. The Walt Disney Company is the ultimate parent of Walt Disney Parks and Resorts, Inc.
15. Upon information and belief, Defendant American Greetings, Corp. (“American Greetings”) is a Washington corporation, having its principal place of business at 1 American Road, Cleveland, Ohio 44144.

JURISDICTION AND VENUE

16. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. §§ 271 and 281-285.
17. This Court has exclusive subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).
18. This Court has personal jurisdiction over all Defendants.
19. Upon information and belief, Oddcast has purposefully and voluntarily placed infringing products and services, including marketing and promotional applications, in the stream of commerce with the expectation that such products and/or applications will be accessed by consumers in the Eastern District of Texas. Upon information and belief, Oddcast markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, promotional media products and applications, including, for example, those found at www.smoothanddreamy.com (a Breyers promotion),

www.chooseyoursurrogate.com (a Disney promotion), www.mymoviemoment.com (a Fox Home Entertainment promotion), www.trekyourself.com, www.alienvspredator.com, and those previously found at www.netflix.com/wizardofoz/ozyourself/ (a Netflix promotion) and www.commityourfriend.com (a Dark Knight Promotion). Upon information and belief, such infringing products and/or applications were accessed by residents of the State of Texas and this District.

20. Upon information and belief, American Express has purposefully and voluntarily placed infringing products and services, including marketing and promotional applications, in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, American Express markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, marketing and promotional applications, including, for example, the promotion found at www.HolidayRockstar.com (an American Express promotion). Upon information and belief, such infringing products and/or applications have been accessed by residents of the State of Texas and this District.
21. Upon information and belief, Asus has purposefully and voluntarily placed infringing products and services in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, Asus markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, the Disney Netpal computer, which includes Disney Bobblehead software. Upon information and belief, the Disney Netpal Computer, including Disney Bobblehead software, has been purchased by residents of the State of Texas and this District.

22. Upon information and belief, ConAgra has purposefully and voluntarily placed infringing products and services, including marketing and promotional applications, in the stream of commerce with the expectation that such products and/or applications will be accessed by consumers in the Eastern District of Texas. Upon information and belief, ConAgra markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, marketing and promotional applications, including for example, the promotion found at www.spiceyside.com (a Slim Jim promotion). Upon information and belief, such infringing products and/or applications have been accessed by residents of the State of Texas and this District.
23. Upon information and belief, Mattel has purposefully and voluntarily placed infringing products and services in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, Mattel markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, Mattel's UCreate Games And Artimation product. Upon information and belief, the UCreate Games And Artimation product has been purchased by residents of the State of Texas and this District.
24. Upon information and belief, Veev has purposefully and voluntarily placed infringing products and services, including marketing and promotional applications, in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, Veev markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, marketing and promotional applications, including, for example, the promotion found at www.theendofvodka.com. (a Veev promotion). Upon information and belief,

such infringing products and/or applications have been accessed by residents of the State of Texas and this District.

25. Upon information and belief, WidgetBar has purposefully and voluntarily placed infringing products and services, including marketing and promotional applications, in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, WidgetBar markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, marketing and promotional applications, including, for example, the application found at www.FaceFun.com. Upon information and belief, such infringing products and/or applications have been accessed by residents of the State of Texas and this District.
26. Upon information and belief, Children's Network, LLC d/b/a PBS Kids Sprout, Comcast Children's Network Holdings, LLC, and Comcast Programming Holdings, LLC (collectively "Comcast") have purposefully and voluntarily placed infringing products and services, including but not limited to, marketing and promotional applications, in the stream of commerce with the expectation that such products and/or applications will be accessed by consumers in the Eastern District of Texas. Upon information and belief, Comcast markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, marketing and promotional applications, including for example, the photo personalized media promotions found at www.sproutonline.com. Upon information and belief, such infringing products and/or applications have been accessed by residents of the State of Texas and this District.

27. On March 19, 2010 Comcast filed a Complaint in the Southern District of New York, naming PixFusion, LLC as the sole defendant, seeking a declaration that Comcast does not infringe United States Patent Nos. 6,351,265 and 5,623,587. Upon information and belief, at the time of filing the March 19, 2010 Complaint Comcast was aware of the December 18, 2009 Complaint filed by PixFusion in the Eastern District of Texas and filed that action notwithstanding that this Court is the appropriate venue for adjudication of Comcast's claims.
28. Upon information and belief, Fisher-Price has purposefully and voluntarily placed infringing products and services in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, Fisher-Price markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, Fisher-Price's My Toon TV product. Upon information and belief, the My Toon TV product has been purchased by residents of the State of Texas and this District.
29. On April 7, 2010 Fisher-Price filed a Complaint in the Southern District of New York, naming PixFusion, LLC as the sole defendant, seeking a declaration that Fisher-Price does not infringe United States Patent Nos. 6,351,265 and 5,623,587. Upon information and belief, at the time of filing the April 7, 2010 Complaint Fisher-Price was aware of the December 18, 2009 Complaint filed by PixFusion in the Eastern District of Texas, which named Fisher-Price's parent company Mattel, Inc. as a defendant, and filed that action notwithstanding that this Court is the appropriate venue for adjudication of Fisher-Price's claims.

30. Upon information and belief, The Walt Disney Company and Walt Disney Parks and Resorts, Inc. (collectively “Disney”) have purposefully and voluntarily placed infringing products and services, including but not limited to, marketing and promotion applications, in the stream of commerce with the expectation that such products and/or applications will be accessed by consumers in the Eastern District of Texas. Upon information and belief, Disney markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, the Mission:SPACE promotional product and the Spaceship Earth promotional product. Upon information and belief, such infringing products and/or applications have been accessed by residents of the State of Texas and this District.
31. Upon information and belief, American Greetings has purposefully and voluntarily placed infringing products and services in the stream of commerce with the expectation that such products will be purchased by consumers in the Eastern District of Texas. Upon information and belief, American Greetings markets, produces, distributes, sells, uses, and offers to sell in the United States, including this judicial district, “add-a-photo” E-Cards on its website www.americangreetings.com. Upon information and belief, American Greetings’ “add-a-photo” E-Card products have been purchased and/or accessed by residents of the State of Texas and this District.
32. Venue is proper and appropriate with respect to all Defendants in the Eastern District of Texas under 28 U.S.C. §§ 1391 and 1400.

PLAINTIFF PIXFUSION’S PRODUCTS AND SERVICES

33. Plaintiff realleges and incorporates by reference ¶¶ 1 through 32 above as if fully set forth herein at this point.

34. PixFusion is known as an innovator in personalized entertainment and composite imagery across all media formats. It develops, manufactures and produces high quality, customized products and services. For example, under its Kideo® brand, PixFusion manufactures and produces personalized media productions for children using licensed characters such as Spider-Man®, Dora the Explorer®, Barney, Arthur®, Care Bears® and Baby Genius®.
35. PixFusion has received awards from IParenting.com and the National Parenting Center for its products. PixFusion is actively engaged in mobile, web and video application development. It markets its products widely through traditional and new media outlets, and distributes its personalized media products and services throughout the United States and around the world.
36. PixFusion has developed proprietary software and technology to manufacture and produce its products and services. It owns patents that embody its inventive technology.

PATENTS-IN-SUIT

37. Plaintiff realleges and incorporates by reference ¶¶ 1 through 36 above as if fully set forth herein at this point.
38. United States Patent No. 6,351,265 (the “‘265 Patent”), entitled “Method and Apparatus for Producing an Electronic Image,” after fair and full examination, was duly and legally issued by the United States Patent and Trademark Office on February 26, 2002.
PixFusion is the assignee of all rights, title and interest in and to the ‘265 Patent.
39. United States Patent No. 5,623,587 (the “‘587 Patent”), entitled “Method and Apparatus for Producing an Electronic Image,” after fair and full examination, was duly and legally

issued by the United States Patent and Trademark Office on April 22, 1992. PixFusion is the assignee of all rights, title and interest in and to the '587 Patent.

40. In accordance with 35 U.S.C. § 282, both the '265 and '587 Patents are presumed valid.

DEFENDANTS' INFRINGING PRODUCTS AND SERVICES

41. Plaintiff realleges and incorporates by reference ¶¶ 1 through 40 above as if fully set forth herein at this point.
42. Upon information and belief, Oddcast manufactures, produces and sells promotional media products and applications. Oddcast has produced promotional media products which allows a user to take a portion of an image and place it in another image in a video format. Upon information and belief, Oddcast has produced promotional media products and applications, as described above, on behalf of other companies, for example, the promotions found at www.smoothanddreamy.com (a Breyers Promotion), www.chooseyoursurrogate.com (a Disney promotion), www.mymoviemoment.com (a Fox Home Entertainment promotion), www.trekyourself.com, www.alienvspredator.com, and the promotions previously found at www.netflix.com/wizardofoz/ozyourself/ (a Netflix promotion) and www.commityourfriend.com (a Dark Knight promotion), these promotions are collectively referred to as "Oddcast Promotional Products."
43. Upon information and belief, American Express has produced promotional media products and applications in the promotional and marketing campaigns for American Express products, including, for example, the application found at www.HolidayRockstar.com, which allows a user to take a portion of an image and place it in another image in a video format (hereinafter the "American Express Promotion").

44. Upon information and belief, Asus developed and produces the Disney Netpal computer and Disney Bobblehead software, which is installed on every Disney Netpal computer. The Disney Netpal computer, using Disney Bobblehead software, allows a user to take a portion of an image and place it in another image in a video format (hereinafter the “Disney Netpal Product”).
45. Upon information and belief, ConAgra has produced promotional media products and applications used for promotional and marketing campaigns for ConAgra’s Slim Jim line of products, including, for example, the application found at www.spiceyside.com, which allows a user to take a portion of an image and place it in another image in a video format (hereinafter the “ConAgra Slim Jim Promotion”).
46. Upon information and belief, Mattel manufactures, produces and sells the UCreate Games And Artimation product, which allows a user to take a portion of an image and place it in another image in a video format.
47. Upon information and belief, Veev has produced promotional media products and applications in the promotional and marketing campaigns for Veev spirits, including, for example, the application found at www.theendofvodka.com, which allows a user to take a portion of an image and place it in another image in a video format (hereinafter the “Veev Vodka Bot Promotion”).
48. Upon information and belief, WidgetBar has produced products and applications, including, for example, the application found at www.FaceFun.com, which allows a user to take a portion of an image and place it in another image in a video format (hereinafter the “WidgetBar FaceFun Product”).

49. Upon information and belief, Comcast has produced promotional applications, including, for example, the photo personalized media promotion found at www.sproutonline.com, which allows a user to take a portion of an image and place it in another image in a video format (hereinafter the “Comcast Product”).
50. Upon information and belief, Fisher-Price manufactures, produces and sells products, including, for example, Fisher-Price’s My Toon TV product, which allows a user to take a portion of an image and place it in another image in a video format.
51. Upon information and belief, Disney has produced products and applications, including, for example, the Mission:SPACE promotion and the Spaceship Earth promotion, which allow a user to take a portion of an image and place it in another image in a video format (hereinafter the “Disney Products”).
52. Upon information and belief, American Greetings has produced products and applications including, for example, the American Greetings “add-a-photo” E-Cards available at www.americangreetings.com, which allow a user to take a portion of an image and place it in another image in a video format (hereinafter the “American Greetings Products”).

CLAIM 1: PATENT INFRINGEMENT OF THE ‘265 PATENT BY ODDCAST

53. Plaintiff realleges and incorporates by reference ¶¶ 1 through 52 above as if fully set forth herein at this point.
54. Upon information and belief Oddcast makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services which practice the ‘265 Patent, including, for example, the Oddcast Promotional Products.

55. Upon information and belief, Oddcast has received actual notice of Plaintiff's rights in the '265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least August of 2008, pursuant to 35 U.S.C. § 287(a).
56. Upon information and belief, Oddcast has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
57. Upon information and belief, Oddcast's continued infringement after learning of the '265 Patent is deliberate and willful.

CLAIM 2: PATENT INFRINGEMENT OF THE '587 PATENT BY ODDCAST

58. Plaintiff realleges and incorporates by reference ¶¶ 1 through 57 above as if fully set forth herein at this point.
59. Upon information and belief Oddcast makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services, that practice the '587 Patent, including, for example, the Oddcast Promotional Products.
60. Upon information and belief, Oddcast has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, have been given constructive notice, since at least August of 2008, pursuant to 35 U.S.C. § 287(a).
61. Upon information and belief, Oddcast has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

62. Upon information and belief, Oddcast's continued infringement after learning of the '587 Patent is deliberate and willful.

**CLAIM 3: PATENT INFRINGEMENT OF THE '265 PATENT
BY AMERICAN EXPRESS**

63. Plaintiff realleges and incorporates by reference ¶¶ 1 through 62 above as if fully set forth herein at this point.
64. Upon information and belief, American Express makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the American Express Promotion.
65. Upon information and belief, American Express has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

**CLAIM 4: PATENT INFRINGEMENT OF THE '587 PATENT
BY AMERICAN EXPRESS**

66. Plaintiff realleges and incorporates by reference ¶¶ 1 through 65 above as if fully set forth herein at this point.
67. Upon information and belief, American Express makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the American Express Promotion.
68. Upon information and belief, American Express has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 5: PATENT INFRINGEMENT OF THE '265 PATENT BY ASUS

69. Plaintiff realleges and incorporates by reference ¶¶ 1 through 68 above as if fully set forth herein at this point.
70. Upon information and belief, Asus makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the Disney Netpal Product.
71. Upon information and belief, Asus has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 6: PATENT INFRINGEMENT OF THE '587 PATENT BY ASUS

72. Plaintiff realleges and incorporates by reference ¶¶ 1 through 71 above as if fully set forth herein at this point.
73. Upon information and belief, Asus makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the Disney Netpal Product.
74. Upon information and belief, Asus has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 7: PATENT INFRINGEMENT OF THE '265 PATENT BY CONAGRA

75. Plaintiff realleges and incorporates by reference ¶¶ 1 through 74 above as if fully set forth herein at this point.

76. Upon information and belief, ConAgra makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the ConAgra Slim Jim Promotion.
77. Upon information and belief, ConAgra has received actual notice of Plaintiff's rights in the '265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least September 23, 2009, pursuant to 35 U.S.C. § 287(a).
78. Upon information and belief, ConAgra has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
79. Upon information and belief, ConAgra's continued infringement after learning of the '265 Patent is deliberate and willful.

CLAIM 8: PATENT INFRINGEMENT OF THE '587 PATENT BY CONAGRA

80. Plaintiff realleges and incorporates by reference ¶¶ 1 through 79 above as if fully set forth herein at this point.
81. Upon information and belief, ConAgra makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the ConAgra Slim Jim Promotion.
82. Upon information and belief, ConAgra has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise,

or, in the alternative, has been given constructive notice, since at least September 23, 2009, pursuant to 35 U.S.C. § 287(a).

83. Upon information and belief, ConAgra has infringed and continues to infringe the ‘587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
84. Upon information and belief, ConAgra’s continued infringement after learning about the ‘265 Patent is deliberate and willful.

CLAIM 9: PATENT INFRINGEMENT OF THE ‘265 PATENT BY MATTEL

85. Plaintiff realleges and incorporates by reference ¶¶ 1 through 84 above as if fully set forth herein at this point.
86. Upon information and belief, Mattel makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the ‘265 Patent, including, for example, the UCreate Games And Artimation product.
87. Upon information and belief, Mattel has received actual notice of Plaintiff’s rights in the ‘265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least October of 2009, pursuant to 35 U.S.C. § 287(a).
88. Upon information and belief, Mattel has infringed and continues to infringe the ‘265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
89. Upon information and belief, Mattel’s continued infringement after learning of the ‘265 Patent is deliberate and willful.

CLAIM 10: PATENT INFRINGEMENT OF THE '587 PATENT BY MATTEL

90. Plaintiff realleges and incorporates by reference ¶¶ 1 through 89 above as if fully set forth herein at this point.
91. Upon information and belief, Mattel makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the UCreate Games And Artimation product.
92. Upon information and belief, Mattel has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least October of 2009, pursuant to 35 U.S.C. § 287(a).
93. Upon information and belief, Mattel has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
94. Upon information and belief, Mattel's continued infringement after learning of the '587 Patent is deliberate and willful.

CLAIM 11: PATENT INFRINGEMENT OF THE '287 PATENT BY VEEV

95. Plaintiff realleges and incorporates by reference ¶¶ 1 through 94 above as if fully set forth herein at this point.
96. Upon information and belief, Veev makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the Veev Vodka Bot Promotion.

97. Upon information and belief, Veev has received actual notice of Plaintiff's rights in the '265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, have been given constructive notice, since at least September 10, 2009, pursuant to 35 U.S.C. § 287(a).
98. Upon information and belief, Veev has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
99. Upon information and belief, Veev's continued infringement after learning of the '265 Patent is deliberate and willful.

CLAIM 12: PATENT INFRINGEMENT OF THE '587 PATENT BY VEEV

100. Plaintiff realleges and incorporates by reference ¶¶ 1 through 99 above as if fully set forth herein at this point.
101. Upon information and belief, Veev makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the Veev Vodka Bot Promotion.
102. Upon information and belief, Veev has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least September 10, 2009, pursuant to 35 U.S.C. § 287(a).
103. Upon information and belief, Veev has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

104. Upon information and belief, Veev's continued infringement after learning of the '587 Patent is deliberate and willful.

CLAIM 13: PATENT INFRINGEMENT OF THE '265 PATENT BY WIDGETBAR

105. Plaintiff realleges and incorporates by reference ¶¶ 1 through 104 above as if fully set forth herein at this point.
106. Upon information and belief, WidgetBar makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the WidegetBar FaceFun Product.
107. Upon information and belief, WidgetBar has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 14: PATENT INFRINGEMENT OF THE '587 PATENT BY WIDGETBAR

108. Plaintiff realleges and incorporates by reference ¶¶ 1 through 107 above as if fully set forth herein at this point.
109. Upon information and belief, WidgetBar makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the WidegetBar FaceFun Product.
110. Upon information and belief, WidgetBar has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 15: PATENT INFRINGEMENT OF THE '265 PATENT BY COMCAST

111. Plaintiff realleges and incorporates by reference ¶¶ 1 through 110 above as if fully set forth herein at this point.
112. Upon information and belief, Comcast makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the Comcast Product.
113. Upon information and belief, Comcast has received actual notice of Plaintiff's rights in the '265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least February of 2010 pursuant to 35 U.S.C. § 287(a).
114. Upon information and belief, Comcast has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
115. Upon information and belief, Comcast's continued infringement after learning of the '265 Patent is deliberate and willful.

CLAIM 16: PATENT INFRINGEMENT OF THE '587 PATENT BY COMCAST

116. Plaintiff realleges and incorporates by reference ¶¶ 1 through 115 above as if fully set forth herein at this point.
117. Upon information and belief, Comcast makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the Comcast Product.

118. Upon information and belief, Comcast has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least February of 2010, pursuant to 35 U.S.C. § 287(a).
119. Upon information and belief, Comcast has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
120. Upon information and belief, Comcast's continued infringement after learning of the '587 Patent is deliberate and willful.

CLAIM 17: PATENT INFRINGEMENT OF THE '265 PATENT BY FISHER-PRICE

121. Plaintiff realleges and incorporates by reference ¶¶ 1 through 120 above as if fully set forth herein at this point.
122. Upon information and belief, Fisher-Price makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the My Toon TV product.
123. Upon information and belief, Fisher-Price has received actual notice of Plaintiff's rights in the '265 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least November of 2009, pursuant to 35 U.S.C. § 287(a).
124. Upon information and belief, Fisher-Price has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

125. Upon information and belief, Fisher-Price's continued infringement after learning of the '265 Patent is deliberate and willful.

CLAIM 18: PATENT INFRINGEMENT OF THE '587 PATENT BY FISHER-PRICE

126. Plaintiff realleges and incorporates by reference ¶¶ 1 through 125 above as if fully set forth herein at this point.
127. Upon information and belief, Fisher-Price makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the My Toon TV product.
128. Upon information and belief, Fisher-Price has received actual notice of Plaintiff's rights in the '587 Patent and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least November of 2009, pursuant to 35 U.S.C. § 287(a).
129. Upon information and belief, Fisher-Price has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
130. Upon information and belief, Fisher-Price's continued infringement after learning of the '587 Patent is deliberate and willful.

CLAIM 19: PATENT INFRINGEMENT OF THE '265 PATENT BY DISNEY

131. Plaintiff realleges and incorporates by reference ¶¶ 1 through 130 above as if fully set forth herein at this point.
132. Upon information and belief, Disney makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United

States, goods and services that practice the '265 Patent, including, for example, the Disney Products.

133. Upon information and belief, Disney has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 20: PATENT INFRINGEMENT OF THE '587 PATENT BY DISNEY

134. Plaintiff realleges and incorporates by reference ¶¶ 1 through 133 above as if fully set forth herein at this point.
135. Upon information and belief, Disney makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the Disney Products.
136. Upon information and belief, Disney has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 21: PATENT INFRINGEMENT OF THE '265 PATENT
BY AMERICAN GREETINGS

137. Plaintiff realleges and incorporates by reference ¶¶ 1 through 136 above as if fully set forth herein at this point.
138. Upon information and belief, American Greetings makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '265 Patent, including, for example, the American Greetings Products.

139. Upon information and belief, American Greetings has infringed and continues to infringe the '265 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

CLAIM 22: PATENT INFRINGEMENT OF THE '587 PATENT

BY AMERICAN GREETINGS

140. Plaintiff realleges and incorporates by reference ¶¶ 1 through 139 above as if fully set forth herein at this point.
141. Upon information and belief, American Greetings makes, uses, offers to sell, or sells within the United States, or actively induces others to make, use, offer to sell, or sell within the United States, goods and services that practice the '587 Patent, including, for example, the American Greetings Products.
142. Upon information and belief, American Greetings has infringed and continues to infringe the '587 Patent directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

REMEDIES

143. PixFusion repeats and re-alleges ¶¶ 1 through 142 as if fully set forth herein at this point.
144. Defendants have each infringed, and continue to infringe the '265 and '587 Patents in violation of 35 U.S.C. § 271 of the United States Code by making, using, selling or offering to sell, or actively inducing others to make, use, sell, or offer to sell, devices and/or methods that embody one or more of the claims of the '265 and '587 Patents.
145. Upon information and belief, unless enjoined by the Court, Defendants will continue their alleged infringement of the '265 and '587 Patents.

146. As a direct and proximate result of Defendants' alleged infringing conduct, PixFusion has suffered, and will continue to suffer, irreparable harm, for which it has no adequate remedy at law.
147. Unless this Court enjoins Defendants' alleged infringing conduct, PixFusion will continue to be irreparably harmed by Defendants' infringement of the '265 and '587 Patents.
148. As a direct and proximate result of Defendants' alleged infringing conduct, PixFusion has suffered, and will continue to suffer, damages.
149. Unless this Court enjoins Defendants' alleged infringing conduct, PixFusion will continue to suffer damages by Defendants' infringement of the '265 and '587 Patents.
150. Oddcast has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least August of 2008, pursuant to 35 U.S.C. § 287(a).
151. ConAgra has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least September 23, 2009, pursuant to 35 U.S.C. § 287(a).
152. Mattel has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least October of 2009, pursuant to 35 U.S.C. § 287(a).

153. Veev has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least September 23, 2009, pursuant to 35 U.S.C. § 287(a).
154. Comcast has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least February of 2010, pursuant to 35 U.S.C. § 287(a).
155. Fisher-Price has received actual notice of Plaintiff's rights in the '265 and '587 Patents and its infringement thereof by written notice, by filing suit or otherwise, or, in the alternative, has been given constructive notice, since at least November of 2009, pursuant to 35 U.S.C. § 287(a).
156. Upon information and belief, Oddcast, ConAgra, Mattel, Veev, Comcast, and Fisher-Price's infringement of the '265 and '587 Patents have been and are willful and will continue unless enjoined by this Court.
157. This case is exceptional, and therefore, PixFusion is entitled to attorneys' fees and costs pursuant to 35 U.S.C. § 285.

PRAYER FOR RELIEF

Wherefore, Plaintiff PixFusion prays for the following relief:

- A. A judgment that Defendants have infringed, contributorily infringed and/or induced the infringement of the '265 and '587 Patents;
- B. A judgment that Oddcast has willfully infringed the '265 and '587 Patents and awarding enhanced damages pursuant to 35 U.S.C. § 284;

- C. A judgment that ConAgra has willfully infringed the '265 and '587 Patents awarding enhanced damages pursuant to 35 U.S.C. § 284;
- D. A judgment that Mattel has willfully infringed the '265 and '587 Patents and awarding enhanced damages pursuant to 35 U.S.C. § 284;
- E. A judgment that Veev has willfully infringed the '265 and '587 Patents and awarding enhanced damages pursuant to 35 U.S.C. § 284;
- F. A judgment that Comcast has willfully infringed the '265 and '587 Patents and awarding enhanced damages pursuant to 35 U.S.C. § 284;
- G. A judgment that Fisher-Price has willfully infringed the '265 and '587 Patents and awarding enhanced damages pursuant to 35 U.S.C. § 284;
- H. An injunction permanently restraining and enjoining Defendants (and any of Defendants' officers, directors, employees, agents, servants, successors, assigns, and any and all persons in privity or in concert with Defendants, directly or indirectly) from infringing any of the claims of the '265 and '587 Patents in any manner;
- I. Damages adequate to compensate PixFusion for injuries sustained as a result of Defendants' infringement of the '265 and '587 Patents, but in no event less than a reasonable royalty, together with interest thereon;
- J. A judgment that this case is exceptional and an award of attorneys' fees and costs to PixFusion pursuant to 35 U.S.C. § 285; and
- K. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

PixFusion, under Rule 38(b) of the Federal Rules of Civil Procedure, requests a trial by jury of any issues triable of right by a jury.

Dated: April 9, 2010

By: /s/ Marc A. Lieberstein

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