

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IP CO., LLC and SIPCO, LLC, )  
)  
Plaintiffs, )  
)  
v. )  
)  
CELLNET TECHNOLOGY, INC., )  
TROPOS NETWORKS, INC., )  
HUNT TECHNOLOGIES, LLC, )  
and B & L TECH COMPANY, )  
INC., )  
)  
Defendants. )  
\_\_\_\_\_)  
)

CIVIL ACTION FILE

NO. 1:06-CV-3048-JEC

**JURY TRIAL DEMANDED**

**FIRST AMENDED VERIFIED COMPLAINT**

NOW COME Plaintiffs IP CO., LLC (“IPCO”) and SIPCO, LLC (“SIPCO”), and hereby make and file this First Amended Complaint and request for injunctive relief and monetary damages against defendants CELLNET TECHNOLOGY, INC. (“Cellnet”), TROPOS NETWORKS, INC. (“Tropos”), HUNT TECHNOLOGIES, LLC (“Hunt”), and B & L TECH COMPANY, INC. (“B&L”), and in support thereof, respectfully show the Court as follows:

**Parties**

1. Plaintiff IPCO is a Georgia limited liability corporation headquartered in Atlanta, Georgia.

2. Plaintiff SIPCO is a Georgia limited liability corporation headquartered in Atlanta, Georgia.
3. Defendant Cellnet is a Delaware corporation, having its principal place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022.
4. Defendant Tropos is a Delaware corporation, having its principal place of business at 26610 Agoura Road, Suite 110, Calabasas, California 91302.
5. Defendant Hunt is a Minnesota limited liability company, having its principal place of business at 6436 County Road 11, Pequot Lakes, Minnesota 56472.
6. Defendant B&L is a Georgia corporation, having its principal place of business at 6065 Roswell Road, N.E., Atlanta, Georgia 30328. B&L is the new name for StatSignal Systems, Inc. ("SSI"). SSI and B&L shall be collectively referred to herein as "SSI."

**Jurisdiction and Venue**

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 1338(a). This Court has jurisdiction over the state law claims asserted herein by Plaintiffs pursuant to the doctrine of supplemental jurisdiction.

8. This Court has personal jurisdiction over Cellnet. Cellnet regularly conducts business within the State of Georgia and this judicial district, including actions and conduct related to the infringement alleged herein. Cellnet has a registered agent located at 3761 Venture Drive, Duluth, Georgia 30096.

9. This Court has personal jurisdiction over Tropos. Tropos regularly conducts business within the State of Georgia and this judicial district, including actions and conduct related to the infringement alleged herein. Tropos has a registered agent located at 1730 South Amphlett Boulevard, Suite 304, San Mateo, California 94402.

10. This Court has personal jurisdiction over Hunt. Hunt has intervened in this lawsuit, thereby purposefully availing itself of the laws of the State of Georgia and committed tortious acts in the State of Georgia.

11. This Court has personal jurisdiction over B&L by virtue of its domicile in Georgia and in the Northern District of Georgia.

12. Venue is proper in this Court pursuant to 15 U.S.C. § 22, 28 U.S.C. §§ 1391 and 1400(b). Defendants have committed acts of infringement, breaches and torts within the State of Georgia and, more particularly, within this judicial district.

### **Facts Giving Rise to this Action**

#### **I. Plaintiffs' Patent Rights**

13. SSI was formed in 1994.

14. SSI was primarily developing technology that would equip utility meters with specific hardware and software, such that the meters would also act as nodes in a wireless mesh communication network. SSI's technology was designed to enable the meters to operate in a two-way communication network, meaning the meters could transmit data to and from and receive control commands from the utility provider through the wireless network made up of the numerous meters.

15. This technology was regularly referred to in the industry as "Two-Way Fixed Network Automated Meter Reading" technology. (Automated Meter Reading is hereinafter referred to by the acronym "AMR").

16. SSI, through the efforts of David Petite, was a pioneer in AMR technology and in wireless mesh technology.

17. In late 2003, certain members of SSI were in discussions to sell SSI's AMR Technology to Landis + Gyr, Inc. ("L+G"). At that time, L+G was principally in the electric metering business and had a non-exclusive license to use SSI's AMR Technology for electric meters.

18. Ultimately, SSI was split into two separate companies – an AMR company (SSI) and a separate intellectual property licensing company called StatSignal IPC, LLC, which later changed its name to SIPCO, LLC. The intent was for SIPCO to take ownership in the patent portfolio developed by David Petite

(the “Petite Patents”), while SSI would stay focused on creating an AMR system for the utility market.

19. On March 31, 2004, SSI and SIPCO entered the “Intellectual Property License and Assignment Agreement” (the “2004 Assignment”), whereby the parties formalized their interests in the Petite Patents, the StatSignal Technology and other assets of SSI.

20. While the parties had originally intended for SIPCO to receive all of SSI’s patent rights, SSI negotiated for and was given limited patent rights under the 2004 Assignment. SSI wanted to retain patent rights to cover a narrow application of the pioneering mesh networking technology to use in its AMR business. The parties accomplished this by permitting SSI to retain ownership in a limited field of use, which was called the “Utility Field of Use.” The Utility Field of Use was **never** intended to encompass any possible sales of any products to any entity in the utility industry. Rather, the Utility Field of Use was narrowly-defined in order to ensure that it only encompassed SSI’s AMR Technology because SSI sought only to operate and/or sell its AMR Technology to L+G for a limited utility meter application. (The rights retained by SSI in the Utility Field of Use are collectively referred to as “SSI’s Patent Rights”).

21. The 2004 Assignment makes clear that the Utility Industry in which SSI would retain rights did not mean utility industry in the broad context, but had a limited and specific meaning related to AMR. As the parties were taking separate directions under the Petite Patents, they defined the fields of use in which each party would operate. To document this understanding, the 2004 License Agreement defines SIPCO's broad Field of Use in steps. First, the 2004 Assignment makes clear that SIPCO owns the patents in applications other than those expressly granted in the L+G License as follows:

“Field of Use” means *applications or uses other than applications within the “Utility Industry”* (such excepted applications and uses being referred to herein as the Utility Field of Use), *with respect to which SSI will be granting an exclusive license to Landis + Gyr, Inc.* pursuant to an agreement containing a grant provision in the form attached hereto as Exhibit E (the “L+G License”).

2004 Assignment at 1(a) (emphasis added); *see also* ¶ 2 (“Assigned Patents”).

Thus, SIPCO's Field of Use includes *all applications* except the narrow field specified in the L+G License. Second, the L+G License, attached to the 2004 Assignment at Schedule F, granted L+G a license to practice the StatSignal Technology in the narrowly-defined Utility Industry. Under the L+G License, the StatSignal Technology can only be used in the Utility Industry, which is defined in the L+G License as “the industry in which applications *directly* permitting or supporting the generation, distribution or transmission of electricity, water or gas

are used.” L+G License at (1)(j) (emphasis added). The parties further clarified that the Utility Industry in which SSI would retain rights (and consequently in which L+G could practice the StatSignal Technology) did not mean utility industry in the broad context, but had a limited and specific meaning related to AMR.

22. The 2004 Assignment defined the Utility Industry as follows:

“Utility Industry” means the industry in which applications permitting or supporting the generation, distribution or transmission of electricity, water or gas are used. For the purposes of clarity and without limiting the generality of the foregoing, it is agreed that applications that may involve a utility but are unconnected to a) the generation, distribution or transmission of electricity, water or gas, or b) the measurement, monitoring, management or control of electricity, water or gas, are not within the scope of Utility Industry. By way of example, the following applications do not fall within the definition of “Utility Industry:” a) a parking lot monitoring system that monitors a utility’s truck facilities and b) a system that monitors a utility’s generation facility furnace for emergency management.

23. Therefore, many potential applications that involved utility companies as customers could certainly fall outside the scope of the Utility Field of Use and be part of SIPCO’s bundle of rights, as intended by the parties.

24. SIPCO received all other rights in the Petite Patents in all remaining Fields of Use, including everything outside the narrowly-defined Utility Field of Use.

25. In 2005, SIPCO granted IPCO licenses for the Petite Patents.

26. SSI, Nivis, LLC, IPCO and SIPCO entered a Release Agreement dated November 21, 2005 (the "Release Agreement"), which was related to the 2004 Assignment.

27. This lawsuit against Cellnet and Tropos is for their activities for products outside of the direct "generation, distribution or transmission of electricity, water or gas."

28. This lawsuit against Cellnet and Tropos is limited to their activities outside the "Utility Field of Use" as that phrase is used in the 2004 Assignment; this suit is not, has not been, and will not be, a suit for infringement of the Assigned Patents within the Utility Field of Use as that phrase is used in the 2004 Assignment.

## **II. SIPCO's Right of First Refusal Under the 2004 Assignment**

29. Both SSI and L+G were acceptable owners of the SSI Patent Rights because of their limited scope of business in the meter reading business. L+G was exclusively in the electric metering business, not Wi-Fi or other mesh networking, at the time. It was assumed by all parties that L+G would acquire SSI and the SSI Patent Rights.

30. To protect SIPCO's rights if anyone other than L+G purchased the SSI Patent Rights, SSI and SIPCO included the Notification of Sale and Right of



First Offer Agreement (the "Right of First Refusal") in the 2004 Assignment, which is part of the 2004 Assignment at Exhibit D.

31. The Right of First Refusal defines two possible "Restricted Transactions" as follows:

2. Notification of Sale by SSI and Right of First Offer to IPC. SSI shall not (i) sell its business to any party other than Landis + Gyr, Inc. or its successors in interest or its affiliates, whether through a sale of all or substantially all of its assets, or through a merger, or (ii) sell, transfer, convey or assign to any party other than Landis + Gyr, Inc. any of the patents or patent applications that are subject to the license granted to IPC pursuant to that certain Intellectual Property License and Assignment Agreement, of even date herewith, between IPC and SSI other than in accordance with this Section 2. The foregoing transactions shall be referred to collectively as "SSI Restricted Transactions".

2004 Assignment, Right of First Refusal at ¶ 2.

32. Paragraph 2(a) of the Right of First Refusal provides that "if SSI decides to enter into an SSI Restricted Transaction, SSI shall first give IPC written notification of its desire to sell, and price and other terms that SSI would be willing to accept."

33. Upon receipt of written notification pursuant, "IPC shall have the right and option, but not the obligation, to purchase SSI's business or the patents, patent applications or other assets with respect to which such notification was provided, for the price and upon the terms contained in the written notification."

2004 Assignment, Right of First Refusal at ¶ 2(b).

### **III. Hunt and SSI Engage in a Restricted Transaction**

34. On July 31, 2006, Hunt and SSI entered into an Asset Purchase Agreement (the "Hunt-SSI APA"). Hunt purportedly purchased certain of SSI's assets, including the SSI Patent Rights and SSI's interest in the 2004 Assignment.

35. The Hunt-SSI APA falls within the restrictions of the Right of First Refusal because SSI attempted to "sell, transfer, convey or assign to any party other than Landis + Gyr, Inc. any of the patents or patent applications that are subject to the license granted to" SIPCO. Right of First Refusal at ¶ 2.

36. Hunt is not L+G. Thus, SIPCO should have been given (a) notice of the Hunt-SSI APA (Right of First Refusal at ¶ 2(a)) and (b) the option "to purchase SSI's business or the patents, patent applications or other assets with respect to which such notification was provided, for the price and upon the terms contained in the written notification." Right of First Refusal at ¶ 2(b).

37. Instead of providing notification, however, Defendants concealed the nature of the Hunt-SSI APA for several months. Defendants made material misrepresentations to conceal their activities.

38. Hunt finally admitted that the SSI Patent Rights were included in the Hunt-SSI APA.

39. After receiving notice that SIPCO invoked the dispute resolution provision in the 2004 Assignment to address SSI's multiple breaches of contract,

Defendants filed a pretextual lawsuit and pleadings seeking to undermine Plaintiffs' rights.

40. Hunt thereafter filed fraudulent assignments of the subject patents with the United States Patent and Trademark Office ("USPTO").

41. Hunt has also wrongfully granted licenses in the subject patents to third parties.

42. Defendants have also improperly claimed ownership and rights in Plaintiffs' patent rights and improperly and in bad faith clouded the title to Plaintiffs' patents.

#### **IV. B&L**

43. B&L is the new name of what was previously known as SSI. B&L retained certain excluded assets and liabilities when SSI was purchased by Hunt.

44. B&L also breached its contractual obligations to Plaintiffs, including the Right of First Refusal.

#### **V. Cellnet**

45. Cellnet is owned by the Bayard Group, a conglomerate in the "communications, data management and customer care" businesses.

46. Cellnet had focused its business on the AMR industry. Recently, however, Cellnet announced that it would be entering the Wi-Fi broadband internet

industry. Moreover, the CEO of Cellnet announced in December 2005 that Cellnet was seeking to leverage existing wireless networks for Wi-Fi service that are in contact with utility meters.

47. By moving its operations outside of the AMR industry, Cellnet clearly is operating outside of the Utility Field of Use, as defined in the 2004 Assignment. Cellnet's entry into this business that was plainly outside of the Utility Field of Use led to IPCO putting Cellnet on notice of its infringement of the '511 Patent and led directly to IPCO's filing this action.

48. This lawsuit is not being brought because of activities within the narrowly-defined Utility Field of Use, but rather is being brought because of infringement outside of the Utility Field of Use.

## **VI. Tropos**

49. Tropos operates principally outside of the Utility Field of Use and deploys Wi-Fi systems.

### **COUNT I**

#### **Infringement of the '511 Patent (Against Cellnet and Tropos)**

50. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 49 above.

51. United States Patent No. 7,103,511 ("the '511 Patent"), entitled "Wireless Communication Networks For Providing Remote Monitoring Of

Devices,” was duly and legally issued by the United States Patent Office on September 5, 2006, after full and fair examination. A copy of the ‘511 Patent is attached hereto as Exhibit “A.”

52. As set forth above, SIPCO is the owner and IPCO is the licensee of the rights in and to the ‘511 Patent necessary to file and prosecute this litigation, and possesses the necessary rights of recovery under the ‘511 Patent for this litigation.

53. As set forth above, Defendants Cellnet and Tropos make, use, offer to sell, and/or sell a wireless mesh network system and/or components thereof, and/or induce others to do the same outside of the Utility Field of Use, as defined in the 2004 Assignment.

54. As set forth above, Cellnet and Tropos have infringed and are infringing at least one claim of the ‘511 Patent by making, using, offering to sell, and/or selling its wireless mesh network system and/or components thereof. In particular, Cellnet and Tropos are infringing the ‘511 Patent under 35 U.S.C. § 271 by performing, without authority, one or more of the following acts: (a) making, using, offering to sell, and/or selling within the United States products and services that practice the inventions of the ‘511 Patent; (b) importing into the United States the inventions of the ‘511 Patent; (c) contributing to the infringement of the ‘511

Patent by others in the United States; and/or (d) inducing others to infringe the '511 Patent within the United States.

55. Upon information and belief, Cellnet and Tropos' infringement, inducement of infringement, and/or contributory infringement of the '511 Patent has been willful and deliberate after receipt of notice of the '511 Patent.

56. IPCO has suffered damages as a result of Cellnet and Tropos' infringement of the '511 Patent and will continue to suffer damages and irreparable harm in the future unless Cellnet and Tropos are enjoined from infringing further the '511 Patent.

## COUNT II

### Breach of Contract

57. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 56 above.

58. In attempting to sell and/or transfer the SSI Patent Rights to Hunt, SSI engaged in an "SSI Restricted Transaction" as defined by Paragraph 2 of the Right of First Refusal.

59. Pursuant to the Right of First Refusal, if SSI decided to enter into an "SSI Restricted Transaction," SSI was required to first give SIPCO written notification of its desire to sell, along with the price and other terms of that SSI would be willing to accept.

60. SSI materially breached this obligation by purporting to sell and or transfer rights in the SSI Patent Rights to Hunt without notifying SIPCO of its intention to do so.

61. Pursuant to the Right of First Refusal, SIPCO was to be given the right to purchase “the patents, patent applications or other assets” that SSI desired to sell, for the price and upon the terms that SSI and Hunt had agreed.

62. SSI materially breached this obligation by purporting to transfer rights in the Petite Patents to Hunt without offering SIPCO the right to purchase those assets.

63. Pursuant to Paragraph 6.1 of the 2004 Assignment, SSI agreed to “cooperate in an effort to establish patent prosecution strategies to allow IPC to maximize Net Revenues and Net Profits in the Field of Use.”

64. SSI and Hunt have failed to cooperate and have, therefore, materially breached Paragraph 6.1 of the 2004 Assignment, and, in addition, have breached the Release Agreement.

65. Pursuant to Paragraph 7.5 of the 2004 Assignment, SSI agreed to “cooperate in all respects” with SIPCO “[i]n any suit that either party commences or defends pursuant to its rights under this Agreement in order to enforce or defend the validity or enforceability of the Licensed Patents.”

66. SSI and Hunt have failed to cooperate and have, therefore, materially breached Paragraph 7.5 of the 2004 Assignment, and, in addition, have breached the Release Agreement.

67. Paragraph 7.2 of the 2004 Assignment grants IPC the right to “commence suit for any infringement of the Licensed Patents or other Licensed Technology within the Field of Use” and acknowledges that IPCO may cause SSI to join it as a party to such a lawsuit, after acquiring SSI’s written consent.

68. SSI and Hunt materially breached Paragraph 7.2, and, in addition, have breached the Release Agreement, by continuously refusing to allow Plaintiffs to assert Patent Number 6,437,692 (the “‘692 Patent”) defensively and offensively in litigation in the Field of Use. The ‘692 Patent is clearly listed as a Licensed Patent on Exhibit A to the 2004 Assignment, and the proposed assertion against Tropos was clearly in the SIPCO Field of Use.

69. The 2004 Assignment Agreement also contains a mandatory dispute resolution provision. Paragraph 12.9 provides in relevant part as follows:

If any dispute about or under this Agreement arises between the parties and cannot be resolved in the ordinary course of business, then, as a condition precedent to bringing suit to resolve same, the party wishing to do so must first give the other party written notice referring to this Paragraph of the Agreement and must negotiate in good faith with the other party for no less than thirty (30) days in an attempt to resolve the



dispute amicably. Provided the party against whom a grievance is asserted makes a diligent and good faith attempt to resolve the dispute, the aggrieved party shall be barred from bringing suit prior to expiration of such thirty (30) day period. The foregoing, however, shall not be construed as limiting either party's rights to seek injunctive or other equitable relief.

70. Defendants have materially breached their contractual obligation to negotiate in good faith by failing to give SIPCO notice under Paragraph 12.9 invoking the mandatory 30-day period. SIPCO, for its part, has complied with all conditions precedent under the 2004 Assignment. Defendants failed to do so and instead filed pretextual pleadings in this lawsuit and a new, separate lawsuit.

71. The actions of Defendants as described above, and as will additionally be shown at trial, constitute material breaches of the 2004 Assignment. Such actions have caused, and will continue to cause, damage and irreparable injury to Plaintiffs.

72. As a consequence of the foregoing, Plaintiffs are entitled to specific performance and such general, compensatory and consequential damages as are shown at trial, plus interest as provided by law.

### **COUNT III**

#### **Specific Performance**

73. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 72 above.

74. Defendants have violated their obligations pursuant to the 2004 Assignment, and, in addition, have violated their obligations pursuant to the Release Agreement.

75. Hunt is now falsely claiming sole ownership in certain Petite Patents.

76. Plaintiffs are entitled to equitable relief requiring specific performance of Defendants' obligations pursuant to the Right of First Refusal. SSI engaged in an "SSI Restricted Transaction" by transferring rights in the Petite Patents to Hunt. As a result, pursuant to Paragraph 2(b) of the Right of First Refusal, SIPCO is entitled "to purchase SSI's business or the patents, patent applications or other assets" that were sold to Hunt, for the price and upon the terms of said sale.

77. Plaintiffs are suffering irreparable harm and have no adequate remedy at all. Consistent with the foregoing, Plaintiffs are entitled to equitable relief requiring that Defendants withdraw any and all assignments, licenses, security interests or other such encumbrances of the subject patents that have been filed with the USPTO or otherwise publicized.

78. Plaintiffs are entitled to equitable relief requiring that Defendants withdraw any and all assignments, licenses, security interests or other such

encumbrances that have been granted in the subject patents.

#### COUNT IV

##### **Breach of the Obligation of Good Faith and Fair Dealing**

79. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 78 above.

80. Under Georgia law, there is implied into every contract a covenant of good faith and fair dealing.

81. Defendants had a duty to perform their obligations pursuant to the 2004 Assignment, including the Right of First Refusal, and the Release Agreement according to their duty of good faith and fair dealing.

82. Defendants breached both the 2004 Assignment, including the Right of First Refusal, and the Release Agreement.

83. The actions of Defendants as described above, and as will additionally be shown at trial, are in material breach of their obligation of good faith and fair dealing that they owed to Plaintiffs.

84. Defendants' actions have caused, and will continue to cause, damage to Plaintiffs.

85. As a consequence of the foregoing, Plaintiffs are entitled to such general, compensatory and consequential damages as are shown at trial, plus

interest as provided by law.

## COUNT V

### Tortious Interference with Contract

86. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 85 above.

87. Defendants were at all times relevant to this Complaint aware of SIPCO's contractual Right of First Refusal.

88. Defendants have engaged in improper and wrongful conduct with the intent of interfering with SIPCO's contract with SSI.

89. Defendants' improper conduct includes inducing SSI to sell and transfer patent rights to Hunt in violation of SIPCO's Right of First Refusal.

90. Defendants have acted purposely, maliciously, without privilege, and with the intent to injure Plaintiffs.

91. As a direct and proximate cause of Defendants' unlawful acts, Plaintiffs have suffered damage and will continue suffer damages and irreparable harm in the future.

92. As a consequence of the foregoing, Plaintiffs are entitled to such equitable, general, compensatory, and consequential damages as are shown at trial, plus interest as provided by law.

93. Defendants acted, or failed to act, as described above and as will additionally be shown at trial, with the specific intent to cause harm to Plaintiffs. Defendants' actions, and failures to act, showed willful misconduct, malice, fraud, wantonness, oppression or that entire want of care which would raise the presumption of conscious indifference to their consequences and for which Plaintiffs are entitled to recover punitive damages.

## COUNT VI

### Conversion

94. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 93 above.

95. Plaintiffs own certain rights in certain Petite Patents.

96. Defendants have intentionally interfered with Plaintiffs' ownership and rights in certain Petite Patents without cause or permission.

97. As a result of the unauthorized and illegal interference with Plaintiffs' rights in the Petite Patents, Plaintiffs have been damaged.

98. Based upon the actions described above, and as will additionally be shown at trial, Plaintiffs are entitled to recover the actual damages suffered in an amount to be shown at trial.

99. Defendants continued claim of right in and use of the Petite Patents subjects Plaintiffs to a pending and ongoing threat of immediate, irreparable harm

that will continue unless an injunction issues mandating the rescission of any and all assignments, licenses and other such encumbrances of the Petite Patents by Defendants.

100. Defendants acted, or failed to act, as described above and as will additionally be shown at trial, with the specific intent to cause harm to Plaintiffs. Defendants' actions, and failures to act, showed willful misconduct, malice, fraud, wantonness, oppression or that entire want of care which would raise the presumption of conscious indifference to their consequences and for which Plaintiffs are entitled to recover punitive damages.

## COUNT VII

### Declaratory Judgment

101. Plaintiffs repeat and incorporate by reference as if fully stated herein the allegations in paragraphs 1 through 100 above.

102. SSI breached the Right of First Refusal by attempting to assign the Petite Patents to Hunt. In connection therewith, SSI also violated numerous other provisions in the 2004 Assignment and the Release Agreement.

103. Hunt is now claiming sole ownership in the Petite Patents.

104. As a result of the foregoing, an actual controversy has arisen between the parties regarding ownership of the Petite Patents.

105. Plaintiffs seek a declaration that assignment by SSI of the Petite Patents to Hunt is void, that Hunt does not own the Petite Patents, and that the grant of a license in the '511 Patent from Hunt to Cellnet is void.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for the following relief against Defendants:

- A. Compensatory damages in an amount to be proven at trial;
- B. Punitive damages in an amount to be awarded by a jury;
- C. A judgment that Cellnet and Tropos have directly infringed the '511 Patent, contributorily infringed the '511 Patent, and/or induced infringement of the '511 Patent as set forth herein;
- D. A preliminary, and thereafter permanent, injunction enjoining and restraining Cellnet and Tropos and their officers, directors, agents, servants, employees, attorneys, and all others acting under, by or through them, from directly infringing, contributorily infringing, and inducing the infringement of the '511 Patent as set forth herein;
- E. A judgment and order requiring Cellnet and Tropos to pay Plaintiffs damages under 35 U.S.C. § 284, including treble damages for willful infringement;
- F. A declaration that assignment by SSI of the Petite Patents to Hunt is

void, that Hunt does not own the Petite Patents, and that the grant of a license in the '511 Patent from Hunt to Cellnet or any other party is void;

G. A preliminary, and thereafter permanent, injunction enjoining Defendants from any further action disputing Plaintiff's ownership of the Patents and to withdraw any and all assignments, licenses, security interests or other such encumbrances of the subject patents that have been filed with the USPTO and all assignments, licenses, security interests or other such encumbrances that have been granted in the subject patents;

H. A judgment and order requiring Defendants to pay Plaintiffs pre-judgment and post-judgment interest on the damages awarded;

I. A judgment requiring Defendants to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285, with prejudgment interest; and

J. Such other and further relief as this Court may deem just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand that all issues so triable be determined by a jury.

Respectfully submitted, this 24<sup>th</sup> day of July, 2007.

DUANE MORRIS LLP



/s John C. Herman

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**VERIFICATION**

I verify under penalty of perjury that the foregoing **FIRST AMENDED VERIFIED COMPLAINT**, and that the allegations contained therein are true and correct to the best of my knowledge, information and belief, and that I am informed and believe that the facts stated therein are true and correct.

Executed on: July 24, 2007

IP CO., LLC, and  
SIPCO, LLC

By: *Oliver Lee*

Oliver Lee

their: *Chairman and CEO*

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that on July 24,2007, a true and correct copy of the foregoing FIRST AMENDED VERIFIED COMPLAINT was electronically filed with the Clerk of Court using the CM/ECF system which will automatically send e-mail notification of such filing to all attorneys of record.

s/John C. Herman

Georgia Bar No. 348370

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