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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

No. **CV4 2175 JLR**

ABSOLUTE SOFTWARE, INC. a Washington
Corporation and ABSOLUTE SOFTWARE
CORP., a Canadian corporation

Plaintiffs,

v.

STEALTH SIGNAL, INC., a Nevada
Corporation and COMPUTER SECURITY
PRODUCTS, INC., a New Hampshire
Corporation

Defendants.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Plaintiffs Absolute Software, Inc. and Absolute Software Corporation (collectively
“Absolute Software”) hereby plead the following claims for patent infringement against
Defendants Stealth Signal, Inc. (“Stealth”) and Computer Security Products, Inc. (“CSP”),
and allege as follows:

JURISDICTION AND VENUE

1. This is an action for willful patent infringement under the Patent Act of the
United States, including 35 U.S.C. § 271. This Court has subject matter jurisdiction over the
matters pleaded herein under 28 U.S.C. §§ 1338(a) and 1331.

**FIRST CLAIM FOR RELIEF AGAINST STEALTH
FOR PATENT INFRINGEMENT
(‘758, ‘863, ‘914, ‘174, ‘892, AND ‘392 PATENTS)**

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2
3 7. Absolute Software incorporates the allegations of paragraphs 1-6 as though
4 fully set forth herein.

5 8. Absolute Software Corp. is the owner of the entire right, title and interest in
6 and to U.S. Patent No. 6,244,758 ("the '758 Patent"), entitled "APPARATUS AND
7 METHOD FOR MONITORING ELECTRONIC DEVICES VIA A GLOBAL NETWORK,"
8 which was duly issued on June 12, 2001 in the names of inventors Gaber Solymar and Peter
9 Livingston and assignee Absolute Software Corp. A copy of the '758 Patent is attached as
10 Exhibit A hereto.

11 9. Absolute Software Corp. is the owner of the entire right, title and interest in
12 and to U.S. Patent No. 6,300,863 ("the '863 Patent"), entitled "METHOD AND
13 APPARATUS TO MONITOR AND LOCATE AN ELECTRONIC DEVICE USING A
14 SECURED INTELLIGENT AGENT VIA A GLOBAL NETWORK," which was duly issued
15 on October 9, 2001 in the names of inventors Christian Cotichini, Fraser Cain, David G.
16 Ashworth, Peter Michael Bruce Livingston, and Gaber Solymar and assignee Absolute
17 Software Corp. A copy of the '863 Patent is attached as Exhibit B hereto.

18 10. Absolute Software Corp. is the owner of the entire right, title and interest in
19 and to U.S. Patent No. 6,507,914 ("the '914 Patent"), entitled "COMPUTER SECURITY
20 MONITORING APPARATUS AND SYSTEM," which was duly issued on January 14, 2003
21 in the names of inventors Fraser Cain, Christian Cotichini, and Thanh Cam Nguyen and
22 assignee Absolute Software Corp. A copy of the '914 Patent is attached as Exhibit C hereto.

23 11. Absolute Software Corp. is the owner of the entire right, title and interest in
24 and to U.S. Patent No. 5,715,174 ("the '174 Patent"), entitled "SECURITY APPARATUS
25 AND METHOD," which was duly issued on February 3, 1998 in the names of inventors
26 Christian Cotichini, and Fraser Cain and assignee Absolute Software Corp. A copy of the
27 '174 Patent is attached as Exhibit D hereto.

1 12. Absolute Software Corp. is the owner of the entire right, title and interest in
2 and to U.S. Patent No. 5,764,892 ("the '892 Patent"), entitled "SECURITY APPARATUS
3 AND METHOD," which was duly issued on June 9, 1998 in the names of inventors Fraser
4 Cain, Christian Cotichini, and Thanh Cam Nguyen and assignee Absolute Software Corp. A
5 copy of the '892 Patent is attached as Exhibit E hereto.

6 13. Absolute Software Corp. is the owner of the entire right, title and interest in
7 and to U.S. Patent No. 6,269,392 ("the '392 Patent"), entitled "METHOD AND
8 APPARATUS TO MONITOR AND LOCATE AN ELECTRONIC DEVICE USING A
9 SECURED INTELLIGENT AGENT," which was duly issued on July 31, 2001 in the names
10 of inventors Christian Cotichini, Fraser Cain, David G. Ashworth, Peter Michael Bruce
11 Livingston, Gabor Solymar, Phillip B. Gardner, and Timothy S. Woinoski. The '392 Patent
12 was later assigned to Absolute Software Corp. A copy of the '392 Patent is attached as
13 Exhibit F hereto.

14 14. Absolute Software, Inc. is the exclusive licensee of the '758, '863, '914, '174,
15 '892, and '392 Patents (the "Infringed Patents") and has the right to pursue all rights,
16 remedies and or causes of action for any infringement of the Infringed Patents.

17 15. Stealth has infringed and is currently infringing the Infringed Patents in
18 violation of 35 U.S.C. § 271 by making, having made, using, selling and/or offering for sale,
19 within the United States, products and processes embodying the inventions claimed in the
20 Infringed Patents. Stealth's infringing products and services include by way of example and
21 without limitation "Xtool," among others.

22 16. Stealth has infringed and is currently infringing the Infringed Patents by
23 actively inducing others to make, have made, use, sell and/or offer for sale, within the United
24 States, products and processes embodying the invention claimed in the Infringed Patents,
25 including by way of example and without limitation "Xtool," among others.

26 17. Stealth has infringed and is currently infringing the Infringed Patents by
27 contributing to the infringement of the Infringed Patents by others.

1 18. Stealth has actual knowledge of the Infringed Patents.

2 19. Stealth's infringement of the Infringed Patents has been and continues to be
3 willful and deliberate.

4 20. Absolute Software has been injured and damaged, and will continue to be
5 injured and damaged, by Stealth's infringement of the Infringed Patents. Stealth's
6 infringement has caused, and will continue to cause, irreparable harm to Absolute Software
7 unless and until enjoined by this Court.

8 **SECOND CLAIM FOR RELIEF AGAINST CSP**
9 **FOR PATENT INFRINGEMENT**
('758, '863, '914, '174, '892, AND '392 PATENTS)

10 21. Absolute Software incorporates the allegations of paragraphs 1-20 as though
11 fully set forth herein.

12 22. CSP has infringed and is currently infringing the Infringed Patents in violation
13 of 35 U.S.C. § 271 by making, having made, using, selling and/or offering for sale, within the
14 United States, products and processes embodying the inventions claimed in the Infringed
15 Patents. CSP's infringing products and services include by way of example and without
16 limitation "Xtool," among others.

17 23. CSP has infringed and is currently infringing the Infringed Patents by actively
18 inducing others to make, have made, use, sell and/or offer for sale, within the United States,
19 products and processes embodying the invention claimed in the Infringed Patents, including
20 by way of example and without limitation "Xtool," among others.

21 24. CSP has infringed and is currently infringing the Infringed Patents by
22 contributing to the infringement of the Infringed Patents by others.

23 25. CSP has actual knowledge of the Infringed Patents.

24 26. CSP's infringement of the Infringed Patents has been and continues to be
25 willful and deliberate.

26 27. Absolute Software has been injured and damaged, and will continue to be
27 injured and damaged, by CSP's infringement of the Infringed Patents. CSP's infringement has

1 caused, and will continue to cause, irreparable harm to Absolute Software unless and until
2 enjoined by this Court.

3 WHEREFORE, Plaintiff Absolute Software prays for judgment as follows:

4 1. That Stealth has infringed U.S. Patent Nos. 6,244,758, 6,300,863, 6,507,914,
5 5,715,174, 5,764,892, and 6,269,392;

6 2. That Stealth, and its agents, servants, officers, directors, employees, and all
7 persons or entities acting in concert with Stealth directly or indirectly, be enjoined from
8 infringing, inducing the infringement of or contributing to the infringement of U.S. Patent
9 Nos. 6,244,758, 6,300,863, 6,507,914, 5,715,174, 5,764,892, and 6,269,392;

10 3. That Stealth be ordered to account for and pay to Absolute Software the
11 damages to Absolute Software arising out of its infringing activities, together with interest
12 and costs;

13 4. That the infringement by Stealth be adjudged willful and that the damages to
14 Absolute Software be increased under 35 U.S.C. § 284 to three times the amount found or
15 measured;

16 5. That CPS has infringed U.S. Patent Nos. 6,244,758, 6,300,863, 6,507,914,
17 5,715,174, 5,764,892, and 6,269,392;

18 6. That CPS, and its agents, servants, officers, directors, employees, and all
19 persons or entities acting in concert with CPS directly or indirectly, be enjoined from
20 infringing, inducing the infringement of or contributing to the infringement of U.S. Patent
21 Nos. 6,244,758, 6,300,863, 6,507,914, 5,715,174, 5,764,892, and 6,269,392;

22 7. That CPS be ordered to account for and pay to Absolute Software the damages
23 to Absolute Software arising out of its infringing activities, together with interest and costs;

24 8. That the infringement by CPS be adjudged willful and that the damages to
25 Absolute Software be increased under 35 U.S.C. § 284 to three times the amount found or
26 measured;
27

1 9. That this be adjudged an exceptional case and that Absolute Software be
2 awarded its attorneys' fees in this action pursuant to 35 U.S.C. § 285; and

3 10. That Absolute Software be awarded such other and further relief as the Court
4 deems just and proper.

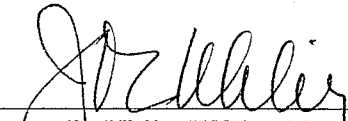
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JURY DEMAND

Plaintiff Absolute Software hereby demands a trial by jury of all issues.

Dated this 21st day of October, 2004.

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}



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UNITED STATES DISTRICT COURT
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ABSOLUTE SOFTWARE, INC., a Washington
corporation, and ABSOLUTE SOFTWARE
CORP., a Canadian corporation,
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v.

STEALTH SIGNAL, INC., a Nevada
Corporation, and COMPUTER SECURITY
PRODUCTS, INC., a New Hampshire
Corporation,
Defendants.

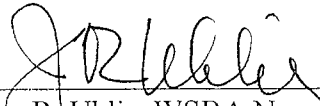
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CORPORATE DISCLOSURE
STATEMENT PURSUANT TO
F.R.C.P. 7.1(A)

The undersigned, counsel of record for Plaintiffs Absolute Software, Inc. and Absolute Software Corporation, certifies that Absolute Software Corporation is the parent corporation of Absolute Software, Inc., and that no publicly held corporation owns 10% or more of either

1 of Plaintiffs.

2 Dated this 21st day of October, 2004.

3
4 CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

5
6
7 By: 
8 James R. Uhlir, WSBA No.: 2,365
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