

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TRADING TECHNOLOGIES	)	Case No. 10 C 715
INTERNATIONAL, INC.	)	(Consolidated with:
	)	10 C 716, 10 C 718,
Plaintiff,	)	10 C 720, 10 C 721,
	)	10 C 726, 10 C 882,
v.	)	10 C 883, 10 C 884,
	)	10 C 885, 10 C 929,
BGC PARTNERS, INC.	)	10 C 931)
	)	
Defendant.	)	Judge Virginia M. Kendall
	)	
TRADING TECHNOLOGIES	)	Case No. 10 C 721
INTERNATIONAL, INC.	)	
	)	Judge Virginia M. Kendall
Plaintiff,	)	Magistrate Judge Geraldine Soat Brown
	)	
v.	)	
	)	
IBG LLC AND INTERACTIVE BROKERS LLC,	)	
	)	
Defendants.	)	
	)	

**SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT AND JURY  
DEMAND AGAINST IBG LLC AND INTERACTIVE BROKERS LLC**

Plaintiff Trading Technologies International, Inc. (“Trading Technologies”), for its Second Amended Complaint against Defendants IBG LLC and Interactive Brokers LLC, (collectively “IBG”), states as follows:

## **PARTIES**

1. Plaintiff Trading Technologies is a Delaware Corporation with a principal place of business at 222 South Riverside Plaza, Suite 1100, Chicago, Illinois 60606.

2. Defendant IBG LLC is a Delaware Corporation with a principal place of business at One Pickwick Plaza, Greenwich, Connecticut 06830 USA.

3. Defendant Interactive Brokers LLC is a Connecticut Corporation with a principal place of business at One Pickwick Plaza, Greenwich, Connecticut 06830 USA.

4. Defendants IBG have a corporate headquarters at One Pickwick Plaza, Greenwich, Connecticut 06830 USA.

5. IBG Holdings LLC has a ninety percent voting interest in Interactive Brokers Group, Inc. *See* Exhibit A. Interactive Brokers Group, Inc. has a ten percent economic interest in IBG LLC. *See id.* In turn, IBG LLC is a direct holding company for Interactive Brokers LLC. *Id.*

## **JURISDICTION AND VENUE**

6. This is an action for patent infringement arising under the acts of Congress relating to patents, namely the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court thereby has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Defendants IBG regularly conduct business in this district. Defendants' trading software, including at a minimum the Trader Workstation product, including specifically the BookTrader module ("the IB software"), that provides access to exchanges in this district, including the Chicago Board of Trade ("CBOT"), the Chicago Mercantile Exchange ("CME"), the Chicago Board Options Exchange ("CBOE"), and OneChicago The Single Stock Futures Exchange. Therefore, this Court has general jurisdiction over Defendants IBG.

8. Defendants IBG have committed and continue to commit acts of patent infringement in this district through the manufacturing, sale, offer for sale, and/or use of the IB software, *see, e.g.*, Exhibit B (excerpts from Trader WorkStation manual). Therefore, this Court has specific jurisdiction over Defendants IBG.

9. Defendants IBG maintain an office in this district at 209 South LaSalle Street, 10th Floor, Chicago, Illinois 60604, and, as such, they are subject to personal jurisdiction in this district. Therefore, this District is a proper venue pursuant to 28 U.S.C. §§ 1391(b) and 1400(b).

**COUNT I:  
INFRINGEMENT OF U.S. PATENT NO. 6,766,304**

10. Plaintiff Trading Technologies incorporates paragraphs 1-9 as if set forth in full.

11. Plaintiff Trading Technologies is the owner of U.S. Patent No. 6,766,304 (“the '304 patent”), titled “Click Based Trading with Intuitive Grid Display of Market Depth,” which was duly and legally issued on July 20, 2004. A true and correct copy of the '304 patent is attached as Exhibit C.

12. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '304 patent.

13. Plaintiff Trading Technologies has never licensed Defendants under the '304 patent nor otherwise authorized Defendants to practice the '304 patent.

14. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants’ websites, allows users to electronically trade using front-end trading software upon installation of the software.

15. Defendants have infringed and continue to infringe one or more claims of the '304 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader

Workstation Product, including specifically the BookTrader module, covered by claims of the '304 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

16. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

17. On information and belief, Defendants had actual and constructive notice of the existence of the '304 patent.

18. Defendants had at least constructive notice of the '304 patent as of August, 2004, when TT added the '304 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. D.

19. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '304 patent through the filing of the current lawsuit on February 3, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '304 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '304 patent. *See, e.g.* Exs. A, B.

20. In addition, Defendants had knowledge of the '304 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '304 patent.

21. In addition, Defendants had or should have had knowledge of the '304 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

22. In addition, Defendants had knowledge of the '304 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

23. In addition, Defendants have had actual notice of the '304 patent since 2004 due to the substantial press attention in the industry given to the cases TT filed against eSpeed and Ecco, and subsequent cases filed in 2005 against GL/SunGard, CQG, RCG and FuturePath, as well as settlements in approximately 17 additional cases, including cases against industry giants REFCO and Man Financial.

24. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '304 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

25. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

26. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '304 patent in violation of 35 U.S.C. §271(b) and (c).

27. Defendants' infringement of the '304 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT II:  
INFRINGEMENT OF U.S. PATENT NO. 6,772,132**

28. Plaintiff Trading Technologies incorporates paragraphs 1-27 as if set forth in full.

29. Plaintiff Trading Technologies is the owner of U.S. Patent No. 6,772,132 ("the '132 patent"), titled "Click Based Trading with Intuitive Grid Display of Market Depth," which was duly and legally issued on August 3, 2004. A true and correct copy of the '132 patent is attached as Exhibit E.

30. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '132 patent.

31. Plaintiff Trading Technologies has never licensed Defendants under the '132 patent nor otherwise authorized Defendants to practice the '132 patent.

32. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

33. Defendants have infringed and continue to infringe one or more claims of the '132 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '132 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271.

Infringement is direct, as well as contributory, and by actively inducing infringement by others.

34. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e. g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

35. On information and belief, Defendants had actual and constructive notice of the existence of the '132 patent.

36. Defendants had at least constructive notice of the '132 patent as of August, 2004, when TT added the '132 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. F.

37. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '132 patent through the filing of the current lawsuit on February 3, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '132 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '132 patent. *See, e.g.* Exs. A, B.

38. In addition, Defendants had knowledge of the '132 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '132 patent.

39. In addition, Defendants had or should have had knowledge of the '132 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

40. In addition, Defendants had knowledge of the '132 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

41. In addition, Defendants have had actual notice of the '132 patent since 2004 due to the substantial press attention in the industry given to the cases TT filed against eSpeed and Ecco, and subsequent cases filed in 2005 against GL/SunGard, CQG, RCG and FuturePath, as well as settlements in approximately 17 additional cases, including cases against industry giants REFCO and Man Financial.

42. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '132 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

43. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

44. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '132 patent in violation of 35 U.S.C. §271(b) and (c).

45. Defendants' infringement of the '132 patent has caused irreparable harm to Plaintiff



Trading Technologies and will continue to do so unless enjoined.

**COUNT III:  
INFRINGEMENT OF U.S. PATENT NO. 7,212,999**

46. Plaintiff Trading Technologies incorporates paragraphs 1-45 as if set forth in full.

47. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,212,999 (“the ‘999 patent”), titled “User Interface for an Electronic Trading System,” which was duly and legally issued on May 1, 2007. A true and correct copy of the ‘999 patent is attached as Exhibit G.

48. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the ‘999 patent.

49. Plaintiff Trading Technologies has never licensed Defendants under the ‘999 patent nor otherwise authorized Defendants to practice the ‘999 patent.

50. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants’ websites, allows users to electronically trade using front-end trading software upon installation of the software.

51. Defendants have infringed and continue to infringe one or more claims of the ‘999 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the ‘999 patent without Plaintiff Trading Technologies’ authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

52. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See,*

*e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

53. On information and belief, Defendants had actual and constructive notice of the existence of the '999 patent.

54. Defendants had at least constructive notice of the '999 patent as of November 15, 2007, when TT added the '999 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. H.

55. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '999 patent through the filing of the current lawsuit on February 3, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '999 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '999 patent. *See, e.g.* Exs. A, B.

56. In addition, Defendants had knowledge of the '999 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '999 patent.

57. In addition, Defendants had or should have had knowledge of the '999 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject

of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

58. In addition, Defendants had knowledge of the '999 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

59. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '999 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module .

60. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

61. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '999 patent in violation of 35 U.S.C. §271(b) and (c).

62. Defendants' infringement of the '999 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT IV:  
INFRINGEMENT OF U.S. PATENT NO. 7,412,416**

63. Plaintiff Trading Technologies incorporates paragraphs 1-62 as if set forth in full.

64. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,412,416 ("the '416 patent"), titled "User Interface for an Electronic Trading System," which was duly and legally issued on August 12, 2008. A true and correct copy of the '416 patent is attached as Exhibit I.

65. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '416 patent.

66. Plaintiff Trading Technologies has never licensed Defendants under the '416 patent nor otherwise authorized Defendants to practice the '416 patent.

67. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

68. Defendants have infringed and continue to infringe one or more claims of the '416 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '416 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

69. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.,* Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e. g.,* Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

70. On information and belief, Defendants had actual and constructive notice of the existence of the '416 patent.

71. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '416 patent through the filing of the current lawsuit on February 3, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum

the IB software and its BookTrader module with knowledge of the '416 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '416 patent. *See, e.g.* Exs. A, B.

72. In addition, Defendants had knowledge of the '416 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '416 patent.

73. In addition, Defendants had knowledge of the '416 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

74. In addition, Defendants had or should have had knowledge of the '416 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and/or *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

75. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '416 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

76. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

77. Defendants' actions have and continue to constitute active inducement of and

contributory infringement of the '416 patent in violation of 35 U.S.C. §271(b) and (c).

78. Defendants' infringement of the '416 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT V:  
INFRINGEMENT OF U.S. PATENT NO. 7,533,056**

79. Plaintiff Trading Technologies incorporates paragraphs 1-78 as if set forth in full.

80. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,533,056 ("the '056 patent"), titled "User Interface for an Electronic Trading System," which was duly and legally issued on May 12, 2009. A true and correct copy of the '056 patent is attached as Exhibit J.

81. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '056 patent.

82. Plaintiff Trading Technologies has never licensed Defendants under the '056 patent nor otherwise authorized Defendants to practice the '056 patent.

83. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

84. Defendants have infringed and continue to infringe one or more claims of the '056 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '056 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

85. Defendants have in the past and continue to promote, advertise and instruct

customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e. g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

86. On information and belief, Defendants had actual and constructive notice of the existence of the '056 patent.

87. Defendants had at least constructive notice of the '056 patent as of June 2, 2009, when TT added the '056 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. K.

88. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '056 patent through the filing of the current lawsuit on February 3, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '056 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '056 patent. *See, e.g.* Exs. A, B.

89. In addition, Defendants had knowledge of the '056 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '056 patent.

90. In addition, Defendants had or should have had knowledge of the '056 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies*

*Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

91. In addition, Defendants had knowledge of the '056 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

92. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '056 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

93. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

94. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '056 patent in violation of 35 U.S.C. §271(b) and (c).

95. Defendants' infringement of the '056 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT VI:  
INFRINGEMENT OF U.S. PATENT NO. 7,676,411**

96. Plaintiff Trading Technologies incorporates paragraphs 1-95 as if set forth in full.

97. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,676,411 ("the '411 patent"), titled "Click Based Trading with Intuitive Grid Display of Market Depth," which was duly and legally issued on March 9, 2010. A true and correct copy of the '411 patent is attached as Exhibit



L.

98. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '411 patent.

99. Plaintiff Trading Technologies has never licensed Defendants under the '411 patent nor otherwise authorized Defendants to practice the '411 patent.

100. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

101. Defendants have infringed and continue to infringe one or more claims of the '411 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '411 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

102. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

103. On information and belief, Defendants had actual and constructive notice of the existence of the '411 patent.

104. Defendants had at least constructive notice of the '411 patent as of March 24, 2010, when TT added the '411 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. M.

105. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '411 patent through the filing of the amended complaint on March 9, 2010. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '411 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '411 patent. *See, e.g.* Exs. A, B.

106. In addition, Defendants had knowledge of the '411 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '411 patent.

107. In addition, Defendants had or should have had knowledge of the '411 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

108. In addition, Defendants had knowledge of the '411 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

109. Defendants knew or should have known that Trader Workstation Product, including

specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '411 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module .

110. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

111. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '411 patent in violation of 35 U.S.C. §271(b) and (c).

112. Defendants' infringement of the '411 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT VII:  
INFRINGEMENT OF U.S. PATENT NO. 7,685,055**

113. Plaintiff Trading Technologies incorporates paragraphs 1-112 as if set forth in full.

114. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,685,055 ("the '055 patent"), titled "System and Method for Automatic Repositioning of Market Information in a Graphical User Interface," which was duly and legally issued on March 23, 2010. A true and correct copy of the '055 patent is attached as Exhibit N.

115. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '055 patent.

116. Plaintiff Trading Technologies has never licensed Defendants under the '055 patent nor otherwise authorized Defendants to practice the '055 patent.

117. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites,

allows users to electronically trade using front-end trading software upon installation of the software.

118. Defendants have infringed and continue to infringe one or more claims of the '055 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '055 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

119. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

120. On information and belief, Defendants had actual and constructive notice of the existence of the '055 patent.

121. Defendants had at least constructive notice of the '055 patent as of March 24, 2010, when TT added the '055 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. O.

122. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '055 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '055 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers

about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '055 patent. *See, e.g.* Exs. A, B.

123. Defendants had actual knowledge of the '055 patent on May 11, 2011 through TT's production of the application for the '055 patent to Defendants.

124. In addition, Defendants had knowledge of the '055 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '055 patent.

125. In addition, Defendants had knowledge of the '055 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

126. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '055 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

127. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

128. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '055 patent in violation of 35 U.S.C. §271(b) and (c).

129. Defendants' infringement of the '055 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT VIII:  
INFRINGEMENT OF U.S. PATENT NO. 7,693,768**

130. Plaintiff Trading Technologies incorporates paragraphs 1-129 as if set forth in full.

131. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,693,768 (“the '768 patent”), titled “Click Based Trading with Intuitive Grid Display of Market Depth,” which was duly and legally issued on April 6, 2010. A true and correct copy of the '768 patent is attached as Exhibit P.

132. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '768 patent.

133. Plaintiff Trading Technologies has never licensed Defendants under the '768 patent nor otherwise authorized Defendants to practice the '768 patent.

134. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants’ websites, allows users to electronically trade using front-end trading software upon installation of the software.

135. Defendants have infringed and continue to infringe one or more claims of the '768 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '768 patent without Plaintiff Trading Technologies’ authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

136. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants’ promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e. g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

137. On information and belief, Defendants had actual and constructive notice of the existence of the '768 patent.

138. Defendants had at least constructive notice of the '768 patent as of February 9, 2011, when TT added the '768 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. Q.

139. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '768 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '768 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '768 patent. *See, e.g.* Exs. A, B.

140. In addition, Defendants had knowledge of the '768 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '768 patent.

141. In addition, Defendants had or should have had knowledge of the '768 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

142. In addition, Defendants had knowledge of the '768 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

143. In addition, Defendants knew or should have known of the '768 patent because the '768 patent was added in the related case *Trading Technologies Int'l, Inc. v. TradeStation Securities, Inc.*, Civil Case No. 10-C-884 on June 1, 2010.

144. In addition, Defendants knew or should have known of the '768 patent because it is a continuation of U.S. Patent Nos. 6,772,132 and 6,766,304, which TT asserted against Defendants by filing the current lawsuit on February 3, 2010.

145. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '768 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module .

146. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

147. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '768 patent in violation of 35 U.S.C. §271(b) and (c).

148. Defendants' infringement of the '768 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT IX:  
INFRINGEMENT OF U.S. PATENT NO. 7,725,382**

149. Plaintiff Trading Technologies incorporates paragraphs 1-148 as if set forth in full.

150. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,725,382 ("the '382



patent”), titled “Click Based Trading with Intuitive Grid Display of Market Depth,” which was duly and legally issued on May 25, 2010. A true and correct copy of the '382 patent is attached as Exhibit R.

151. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '382 patent.

152. Plaintiff Trading Technologies has never licensed Defendants under the '382 patent nor otherwise authorized Defendants to practice the '382 patent.

153. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants’ websites, allows users to electronically trade using front-end trading software upon installation of the software.

154. Defendants have infringed and continue to infringe one or more claims of the '382 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '382 patent without Plaintiff Trading Technologies’ authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

155. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants’ promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

156. On information and belief, Defendants had actual and constructive notice of the

existence of the '382 patent.

157. Defendants had at least constructive notice of the '382 patent as of February 9, 2011, when TT added the '382 patent to the list of markings that appear on the opening screen of TT's X\_Trader product. Ex. S.

158. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '382 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '382 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '382 patent. *See, e.g.* Exs. A, B.

159. In addition, Defendants had knowledge of the '382 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '382 patent.

160. In addition, Defendants had or should have had knowledge of the '382 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

161. In addition, Defendants had knowledge of the '382 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

162. In addition, Defendants knew or should have known of the '382 patent because the '382 patent was added in the related case *Trading Technologies Int'l, Inc. v. TradeStation Securities, Inc.*, Civil Case No. 10-C-884 on June 1, 2010.

163. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '382 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module .

164. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

165. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '382 patent in violation of 35 U.S.C. §271(b) and (c).

166. Defendants' infringement of the '382 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT X:  
INFRINGEMENT OF U.S. PATENT NO. 7,783,556**

167. Plaintiff Trading Technologies incorporates paragraphs 1-166 as if set forth in full.

168. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,783,556 ("the '556 patent"), titled "System and Method for Displaying Order Information in Relation to a Derivative of Price," which was duly and legally issued on August 24, 2010. A true and correct copy of the '556 patent is attached as Exhibit T.

169. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '556 patent.

170. Plaintiff Trading Technologies has never licensed Defendants under the '556 patent nor

otherwise authorized Defendants to practice the '556 patent.

171. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

172. Defendants have infringed and continue to infringe one or more claims of the '556 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '556 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

173. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

174. On information and belief, Defendants had actual and constructive notice of the existence of the '556 patent.

175. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '556 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '556 patent. In

addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '556 patent. *See, e.g.* Exs. A, B.

176. Defendants had actual knowledge of the '556 patent on May 11, 2011 through TT's production of the application for the '556 patent to Defendants

177. In addition, Defendants had knowledge of the '556 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

178. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '556 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

179. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

180. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '556 patent in violation of 35 U.S.C. §271(b) and (c).

Defendants' infringement of the '556 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT XI:  
INFRINGEMENT OF U.S. PATENT NO. 7,813,996**

181. Plaintiff Trading Technologies incorporates paragraphs 1-180 as if set forth in full.

182. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,813,996 ("the '996 patent"), titled "Click Based Trading with Intuitive Grid Display of Market Depth," which was duly

and legally issued on October 12, 2010. A true and correct copy of the '996 patent is attached as Exhibit U.

183. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '996 patent.

184. Plaintiff Trading Technologies has never licensed Defendants under the '996 patent nor otherwise authorized Defendants to practice the '996 patent.

185. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

186. Defendants have infringed and continue to infringe one or more claims of the '996 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '996 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

187. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.,* Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e.g.,* Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

188. On information and belief, Defendants had actual and constructive notice of the

existence of the '996 patent.

189. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '996 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '996 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '996 patent. *See, e.g.* Exs. A, B.

190. In addition, Defendants had knowledge of the '996 patent since at least about August 2010 when TT provided them with a licensing term sheet that specifically disclosed and offered for license the '996 patent.

191. In addition, Defendants had or should have had knowledge of the '996 patent based on settlements and consent judgments entered in related cases, specifically *Trading Technologies Int'l, Inc. v. Cunningham Trading Systems, LLC*, Civil Case No. 10-C-726 and *Trading Technologies Int'l, Inc. v. TradeHelm, Inc.*, Civil Case No. 10-C- 931. These cases were the subject of consolidation with this case, and many of the defendants fought consolidation or reassignment based on the different patents asserted in the different cases.

192. In addition, Defendants had knowledge of the '996 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

193. In addition, Defendants knew or should have known of the '996 patent because it is a continuation of U.S. Patent Nos. 6,772,132 and 6,766,304, which TT asserted against Defendants by filing the current lawsuit on February 3, 2010.

194. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '996 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

195. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

196. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '996 patent in violation of 35 U.S.C. §271(b) and (c).

197. Defendants' infringement of the '996 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

**COUNT XII:  
INFRINGEMENT OF U.S. PATENT NO. 7,904,374**

198. Plaintiff Trading Technologies incorporates paragraphs 1-197 as if set forth in full.

199. Plaintiff Trading Technologies is the owner of U.S. Patent No. 7,904,374 ("the '374 patent"), titled "Click Based Trading with Intuitive Grid Display of Market Depth," which was duly and legally issued on March 8, 2011. A true and correct copy of the '374 patent is attached as Exhibit V.

200. Plaintiff Trading Technologies is in compliance with any applicable marking and notice provisions of 35 U.S.C. § 287, with respect to the '374 patent.

201. Plaintiff Trading Technologies has never licensed Defendants under the '374 patent nor otherwise authorized Defendants to practice the '374 patent.

202. Defendants have created and have used, or actively induced others to use, a system for electronic trading, including at a minimum the Trader Workstation Product, including specifically the



BookTrader module. The system, according to instructions and tutorials on the Defendants' websites, allows users to electronically trade using front-end trading software upon installation of the software.

203. Defendants have infringed and continue to infringe one or more claims of the '374 patent by making, using, selling and/or offering for sale products, including at a minimum the Trader Workstation Product, including specifically the BookTrader module, covered by claims of the '374 patent without Plaintiff Trading Technologies' authorization in violation of 35 U.S.C. § 271. Infringement is direct, as well as contributory, and by actively inducing infringement by others.

204. Defendants have in the past and continue to promote, advertise and instruct customers and potential customers about the IB software and uses of the product, including infringing uses of Trader Workstation Product, including specifically the BookTrader module. *See, e.g.*, Exs. A, B. Defendants' promotion, advertising, and instruction efforts include, at a minimum, maintenance of the websites [www.interactivebrokers.com](http://www.interactivebrokers.com) and distribution of manuals, release notes and video tutorials. *See, e. g.*, Exs. A, B. Defendants engaged in these acts with the intent to cause the acts which they knew or should have known would induce actual infringements.

205. On information and belief, Defendants had actual and constructive notice of the existence of the '374 patent.

206. At a minimum, regardless of the foregoing, Defendants had actual knowledge of the '374 patent through the filing of the current amended complaint on June 15, 2011. Since that time, Defendants have continued to make, use, sell and/or offer for sale products, including at a minimum the IB software and its BookTrader module with knowledge of the '374 patent. In addition, Defendants have continued to promote, advertise and instruct customers and potential customers about its IB software and uses of the product, including infringing uses of the BookTrader module with knowledge of the '374 patent. *See, e.g.* Exs. A, B.

207. Defendants had actual knowledge of the '374 patent on May 11, 2011 through TT's production of the application for the '374 patent to Defendants

208. In addition, Defendants had knowledge of the '374 patent based on meetings regarding settlement held between representatives of TT and Defendants shortly after the suits were originally filed in February 2010 at which TT discussed licenses of its portfolio.

209. In addition, Defendants knew or should have known of the '374 patent because it is a continuation of U.S. Patent Nos. 6,772,132 and 6,766,304, which TT asserted against Defendants by filing the current lawsuit on February 3, 2010.

210. Defendants knew or should have known that Trader Workstation Product, including specifically the BookTrader module is especially made or especially adapted for use in an infringement of the '374 patent and that there is no substantially noninfringing use of the Trader Workstation Product, including specifically the BookTrader module.

211. Defendants' products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

212. Defendants' actions have and continue to constitute active inducement of and contributory infringement of the '374 patent in violation of 35 U.S.C. §271(b) and (c).

213. Defendants' infringement of the '374 patent has caused irreparable harm to Plaintiff Trading Technologies and will continue to do so unless enjoined.

### **RELIEF REQUESTED**

THEREFORE, Plaintiff Trading Technologies prays for judgment and relief including:

(A) Judgment that Defendants IBG have been and are infringing one or more of the claims of the '304, '132, '999, '416, '056, '411, '055, '768, '382, '556, '996 and '374 patents pursuant to 35 U.S.C. §§ 271(a), (b) and (c);

(B) A preliminary and permanent injunction enjoining Defendants IBG and their officers, agents, servants, employees, attorneys, related business entities and those in active concert or participation with them from infringing the '304, '132, '999, '416, '056, '411, '055, '768, '382, '556, '996 and '374 patents;

(C) An award of damages incurred by Plaintiff Trading Technologies as a result of Defendants IBG's infringement of the '304, '132, '999, '416, '056, '411, '055, '768, '382, '556, '996 and '374 patents;

(D) An assessment of costs, including reasonable attorney fees pursuant to 35 U.S.C. § 285, and prejudgment interest against Defendants IBG; and

(E) Such other and further relief as this Court may deem just and proper.

### **JURY DEMAND**

Plaintiff Trading Technologies demands trial by jury on all issues so triable.

Respectfully submitted,

Date: June 21, 2011

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**Attorneys for Plaintiff,  
TRADING TECHNOLOGIES  
INTERNATIONAL, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 21, 2011 I electronically filed the foregoing CORRECTED SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT AND JURY DEMAND AGAINST IBG LLC, INTERACTIVE BROKERS GROUP, INC., IBG HOLDINGS LLC, AND INTERACTIVE BROKERS LLC with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons at the given e-mail addresses:

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