

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

MARKETLINX, INC.,	)	
a Tennessee corporation,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 11-562 GMS
	)	
INDUSTRY ACCESS INCORPORATED	)	
d/b/a VOBRE, a California corporation; and	)	
CONCEPTS IN DATA MANAGEMENT	)	
INCORPORATED d/b/a INSTANET	)	<b>JURY TRIAL DEMANDED</b>
SOLUTIONS, a Canadian corporation,	)	
	)	
Defendants.	)	

**FIRST AMENDED COMPLAINT**

Plaintiff MarketLinx, Inc. (“MarketLinx”), by and through its attorneys, for its First Amended Complaint (“Complaint”) against Defendants Industry Access Inc. d/b/a Vobre (“Vobre”) and Concepts in Data Management Inc. d/b/a Instanet Solutions (“Instanet Solutions”) (collectively, “Defendants”), hereby alleges as follows:

**NATURE OF THE ACTION**

This is an action for patent infringement of U.S. Patent No. 7,343,348 (“the ’348 patent”), arising under the laws of the United States, Title 35, United States Code, §§ 100, *et seq.*

**THE PARTIES**

1. MarketLinx is a corporation organized and existing under the laws of the State of Tennessee, with its principal place of business at 4 First American Way, Santa Ana, CA 92707.
2. Upon information and belief, Vobre is a corporation organized and existing under the laws of the State of California, with its principal place of business at 3350 Barham Blvd., Suite A, Los Angeles, California 90068.

3. Upon information and belief, Instanet Solutions is a corporation organized and existing under the laws of Canada, with its principal place of business at 205 Oxford Street East, Suite 204, London, Ontario N6A 5G6.

### **JURISDICTION AND VENUE**

4. The action arises under the patent laws of the United States, 35 U.S.C. §§ 100, *et seq.*

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and § 1338(a).

6. Upon information and belief, Vobre conducts business throughout the United States, including in this Judicial District, and has committed and caused the acts complained of in this Judicial District and elsewhere.

7. Upon information and belief, Instanet Solutions conducts business throughout the United States, including in this Judicial District, and has committed and caused the acts complained of in this Judicial District and elsewhere.

8. Venue is proper in this Judicial District and Division pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

### **THE PATENT**

9. On March 11, 2008, the United States Patent and Trademark Office duly and lawfully issued the '348 patent, titled "System for Performing Real-Estate Transactions over a Computer Network Using Participant Templates." MarketLinx owns the '348 patent by assignment. A copy of the '348 patent is attached to this Complaint as Exhibit 1.

10. MarketLinx has marked products it has sold under the '348 patent with the number of that patent, in accordance with 35 U.S.C. § 287(a).

**COUNT ONE FOR INFRINGEMENT OF U.S. PATENT NO. 7,343,348 BY VOBRE**

11. MarketLinx repeats, realleges and incorporates by reference the allegations set forth in paragraphs 1 through 10 of this Complaint.

12. Vobre, through its agents, employees, and servants, has been making, using, selling, importing, and/or offering to sell software products and/or services for facilitating real-estate transactions.

13. Upon information and belief, Vobre makes, uses, sells, and/or offers to sell systems that infringe at least Claim 1 of the '348 patent in violation of 35 U.S.C. § 271(a), including at least the Virtual Office Builder suite of products, which is sold to Vobre's customers.

14. In addition, the use by Vobre's customers of the Virtual Office Builder suite of products infringes one or more claims of the '348 patent.

15. Vobre actively induces the infringement of the '348 patent by its customers.

16. By way of example, Vobre actively induces its customers to infringe the '348 patent by providing access to, directions, demonstrations, guides, manuals, and training for using the Virtual Office Builder suite of products.

17. Upon information and belief, Vobre has actual knowledge of the '348 patent and knowingly induces infringement of the '348 patent by its customers. As such, Vobre provides its customers with access to the Virtual Office Builder suite of products knowing that the use of the suite of products by its customers, and in accordance with Vobre's directions, demonstrations, guides, manuals, and training, constitutes infringement of the '348 patent.

18. Even if Vobre did not have actual knowledge of the '348 patent, any lack of knowledge on the part of Vobre would constitute willful blindness with respect to the '348 patent, such that Vobre's willful blindness constitutes knowledge of the '348 patent.

19. Further discovery may confirm additional bases of induced infringement by Vobre.

20. These infringing acts of and by Vobre violate at least 35 U.S.C. § 271(b).

21. On information and belief, Vobre will continue to actively induce others to infringe the '348 patent.

22. Vobre's infringement will continue unless enjoined by this Court.

23. On information and belief, Vobre has derived and received (and will continue to derive and receive) gains, profits, and advantages from its infringement in an amount that is presently unknown to MarketLinx.

24. By reason of Vobre's infringement, MarketLinx has been damaged and is entitled to monetary relief in an amount to be determined at trial.

25. Because of Vobre's infringement, MarketLinx has suffered and continues to suffer great and irreparable injury for which MarketLinx has no adequate remedy at law.

**COUNT TWO FOR INFRINGEMENT OF U.S. PATENT NO. 7,343,348**  
**BY INSTANET SOLUTIONS**

26. MarketLinx repeats, realleges and incorporates by reference the allegations set forth in paragraphs 1 through 10 of this Complaint.

27. Instanet Solutions, through its agents, employees, and servants, has been making, using, selling, importing, and/or offering to sell software products and/or services for facilitating real-estate transactions.

28. Among these software products is the TransactionDesk Pro web-based real-estate transaction software product offered for sale by Instanet Solutions to its customers.

29. Instanet Solutions provides live webinars which provide demonstrations and training for its TransactionDesk Pro system.

30. In conducting these live webinars, Instanet Solutions uses the Transaction DeskPro system.

31. Instanet Solutions also provides live customer support for customers of the TransactionDesk Pro system.

32. Upon information and belief, Instanet Solutions uses the TransactionDesk Pro system in providing this live online support.

33. Instanet Solutions infringes one or more claims of the '348 patent, in violation of 35 U.S.C. § 271(a), at least by making, using, selling, and/or offering to sell systems that infringe at least Claim 1, including the TransactionDesk Pro system.

34. In addition, the use by Instanet's customers of the TransactionDesk Pro system infringes one or more claims of the '348 patent.

35. Instanet actively induces the infringement of the '348 patent by its customers.

36. By way of example, Instanet actively induces its customers to infringe the '348 patent by providing access to, directions, demonstrations, guides, manuals, and training for using the TransactionDesk Pro system.

37. Instanet has actual knowledge of the '348 patent and knowingly induces infringement of the '348 patent by its customers. As such, Instanet provides its customers with access to the TransactionDesk Pro system knowing that the use of the system by its customers,

and in accordance with Instanet's directions, demonstrations, guides, manuals, and training, constitutes infringement of the '348 patent.

38. Further discovery may confirm additional bases of induced infringement by Instanet.

39. These infringing acts of and by Instanet violate at least 35 U.S.C. § 271(b).

40. On information and belief, Instanet will continue to actively induce others to infringe the '348 patent.

41. Instanet Solutions' infringement will continue unless enjoined by this Court.

42. On information and belief, Instanet Solutions has derived and received (and will continue to derive and receive) gains, profits, and advantages from its infringement in an amount that is presently unknown to MarketLinx.

43. By reason of Instanet Solutions' infringement, MarketLinx has been damaged and is entitled to monetary relief in an amount to be determined at trial.

44. Because of Instanet Solutions' infringement, MarketLinx has suffered and continues to suffer great and irreparable injury for which MarketLinx has no adequate remedy at law.

#### **PRAYER FOR RELIEF**

WHEREFORE, MarketLinx requests of this Court the following relief:

A. A judgment that Defendants have infringed one or more claims of U.S. Patent No. 7,343,348;

B. Preliminary and permanent injunctions against further infringement of any claim of U.S. Patent No. 7,343,348 by Defendants, including injunctions against direct infringement and induced infringement;

- C. An award of damages for Defendants' infringement of U.S. Patent No. 7,343,348;
- D. A trebling of the award of damages under 35 U.S.C. § 284, or such other enhancement of the award of damages that the Court deems appropriate;
- E. An award of attorneys' fees and non-taxable costs under 35 U.S.C. § 285;
- F. An award of pre-judgment and post-judgment interests and taxable costs; and
- G. Such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), MarketLinx demands a trial by jury of all issues raised by the pleadings which are triable by jury.

Dated: September 26, 2011

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