

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

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INTELLECTUAL PROPERTY
DEVELOPMENT, INC.,

and

COMMUNICATIONS
PATENTS LTD.,

Plaintiffs,

vs.

COMMUNICATIONS AND CABLE
OF CHICAGO, INC.,

and

SOUTH CHICAGO CABLE INC.,

and

UNITED CABLE TELEVISION
CORPORATION OF NORTHERN
ILLINOIS,

and

TELENOIS, INC.,

Defendants.

00C
Case No.

4624

Hon.

JUDGE LINDBERG

MAGISTRATE JUDGE ROSEMOND

**COMPLAINT FOR PATENT
INFRINGEMENT AND DEMAND FOR JURY TRIAL**

Plaintiffs Intellectual Property Development, Inc. ("IPD") and Communications Patents Ltd. (CPL), by their attorneys, as and for their complaint against the Defendants, alleges as follows:

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1. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. Jurisdiction is proper in the United States District Court pursuant to 28 U.S.C. § 1338(a). Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) and § 1400(b).

2. The Plaintiff, IPD, is a corporation organized and existing under the laws of Florida, having a place of business at 4601 Ponce De Leon Blvd., Suite 300, Coral Gables, Florida 33146.

3. The Plaintiff CPL (In Liquidation) is a limited company incorporated in England & Wales (company number 376731) having its registered office at PO Box 55, 1 Surrey St., London, WC2R 2NT, United Kingdom

4. On January 16, 1979, U.S. Patent No. 4,135,202 (the "'202 Patent") was duly and legally issued to CPL, as the assignee of the entire interest of the inventor, Albert E. Cutler, for an invention entitled "BROADCASTING SYSTEMS WITH FIBER OPTIC TRANSMISSION LINE" (Exhibit A).

5. By virtue of a license agreement executed June 30, 1993 (Exhibit B), IPD is the exclusive licensee of the '202 Patent, with the right to grant non-exclusive licenses thereunder and to sue for infringement thereof.

6. Upon information and belief, Defendant Communications and Cable of Chicago, Inc. is a corporate entity organized and existing under the laws of the State of Illinois, having an established place of business at 208 S. LaSalle, Chicago, IL 60604.

7. Upon information and belief, Defendant South Chicago Cable, Inc. is a corporate entity organized and existing under the laws of the State of Illinois, having an established place of business at 208 S. La Salle Chicago, IL 60604.

8. Upon information and belief, Defendant United Cable Television Corporation of Northern Illinois is a corporate entity organized and existing under the laws of the State of Illinois, having an established place of business at 208 S. LaSalle Chicago, IL 60604.

9. Upon information and belief, Defendant Telenois, Inc., is a corporate entity organized and existing under the laws of the State of Illinois, having an established place of business at 33 North LaSalle Street, Chicago, IL 60602.

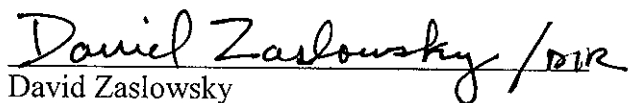
10. Upon information and belief, the Defendants, prior to the expiration of the '202 patent on January 16, 1996, infringed the '202 Patent directly by either making, using and/or selling apparatus employing the invention disclosed and claimed in the '202 Patent and/or has contributorily infringed or induced infringement of this patent.

11. Upon information and belief, the infringement complained of herein was willful and deliberate.

WHEREFORE, Plaintiffs IPD and CPL pray that this Court: (a) determine and assess against the Defendants and award IPD and CPL damages that they suffered as a result of the infringement of the '202 Patent by such Defendants, including lost profits, but no less than a reasonable royalty, with said award to be trebled; and (b) award to IPD and CPL the costs and reasonable attorneys' fees (as permitted by law) and (c) grant such other and further relief as this Court may deem just and proper.

The Plaintiffs hereby demand a trial by jury as to all issues in this lawsuit.

Respectfully submitted,

Handwritten signature of David Zaslowsky in cursive, with a horizontal line drawn through the signature.

David Zaslowsky
BAKER & MCKENZIE
805 Third Avenue
New York, New York 10022
212/751-5700

Attorneys for Plaintiffs

OF COUNSEL:

Daniel J. O'Connor
David I. Roche
BAKER & MCKENZIE
130 East Randolph Drive
Chicago, IL 60601
ph: 312-861-8000

EXHIBIT A

United States Patent [19]

Cutler

[11] 4,135,202

[45] Jan. 16, 1979

- [54] BROADCASTING SYSTEMS WITH FIBRE OPTIC TRANSMISSION LINES
- [75] Inventor: Albert E. Cutler, Barnet, England
- [73] Assignee: Communications Patents Limited, London, England

2,100,348	11/1937	Nicholson	250/199
2,506,672	5/1950	Kell et al.	178/DIG. 2
2,651,715	9/1953	Hines	250/199
3,244,809	4/1966	Fuller et al.	325/308
3,751,670	8/1973	Grodnef et al.	250/199
3,845,293	10/1974	Bojter	250/199

- [21] Appl. No.: 666,267
- [22] Filed: Mar. 12, 1976

Primary Examiner—Richard Murray
 Assistant Examiner—Jim F. Ng
 Attorney, Agent, or Firm—Laurence R. Brown

Related U.S. Application Data

- [63] Continuation of Ser. No. 528,849, Dec. 2, 1974, abandoned.

Foreign Application Priority Data

- Dec. 3, 1973 [GB] United Kingdom 55933/73
- [51] Int. Cl.² H04N 7/18; H04B 9/00
- [52] U.S. Cl. 358/86; 325/308; 250/199
- [58] Field of Search 325/303, 309; 250/199; 358/86, 901

[56] References Cited

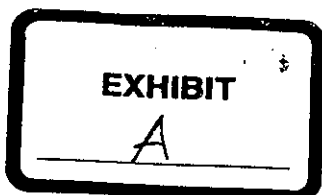
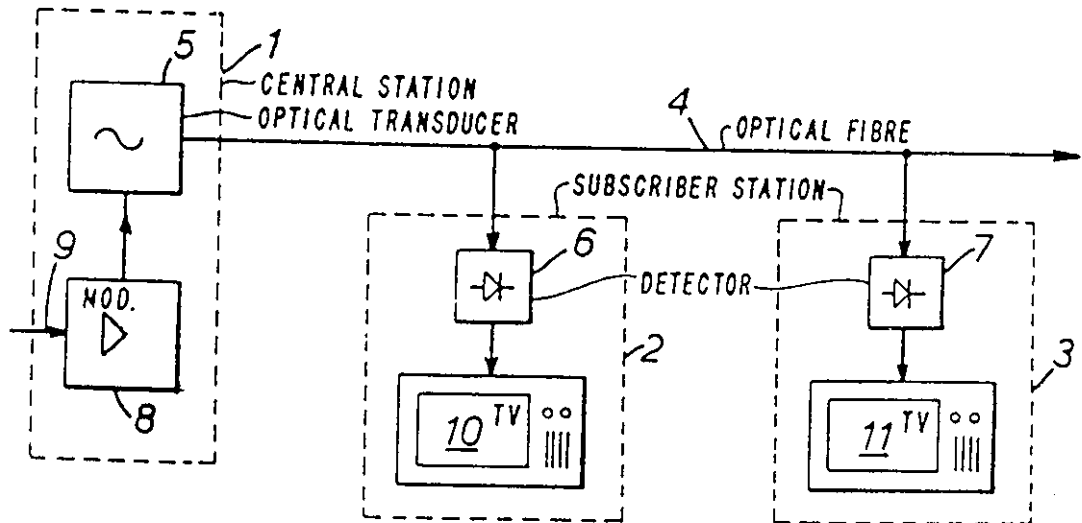
U.S. PATENT DOCUMENTS

- 1,981,999 11/1934 French 250/199

[57] ABSTRACT

A wired broadcasting system is provided in which a signal path between a central station and at least some of a plurality of subscribers includes an optical fibre extending between an electro-optical transducer and a photo-sensitive detector. The optical fibre may extend over the whole length of the transmission path between the central station and each of the plurality of subscribers, or the optical fibre may extend between the central station and a distribution point from which signals may be conveyed to a group of subscribers over conductive paths, or an optical fibre may be arranged to extend between each of the plurality of subscribers and a programme selector located at a programme exchange.

5 Claims, 4 Drawing Figures



U.S. Patent Jan. 16, 1979

Sheet 1 of 3

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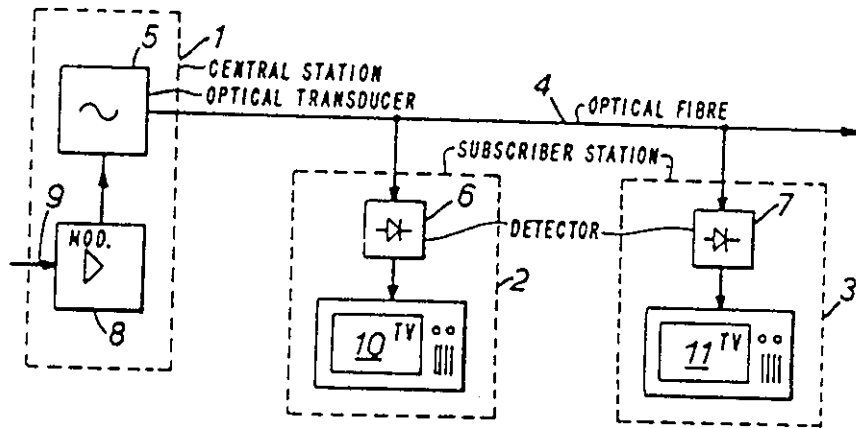


FIG. 1.

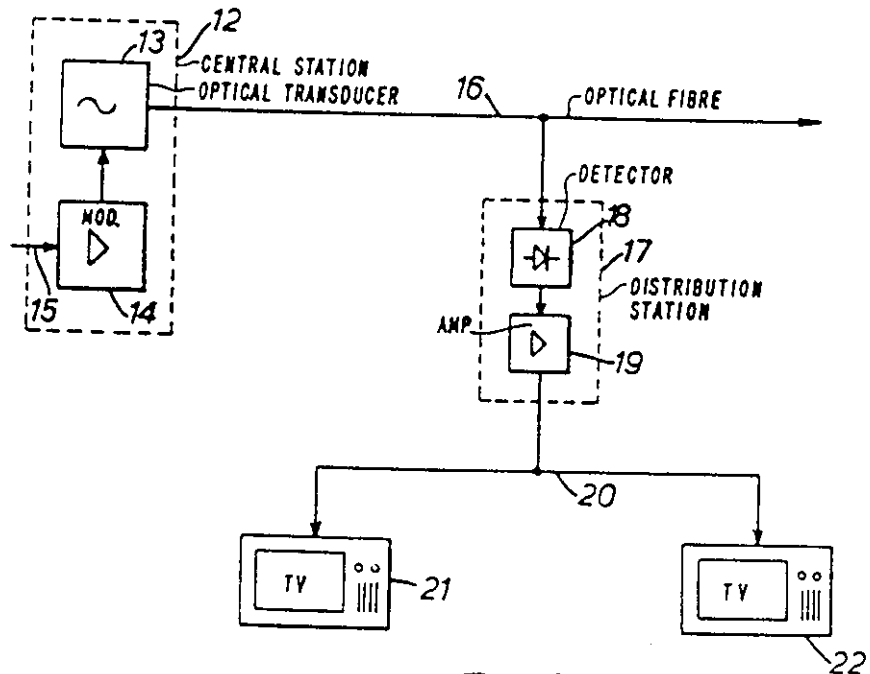


FIG. 2.

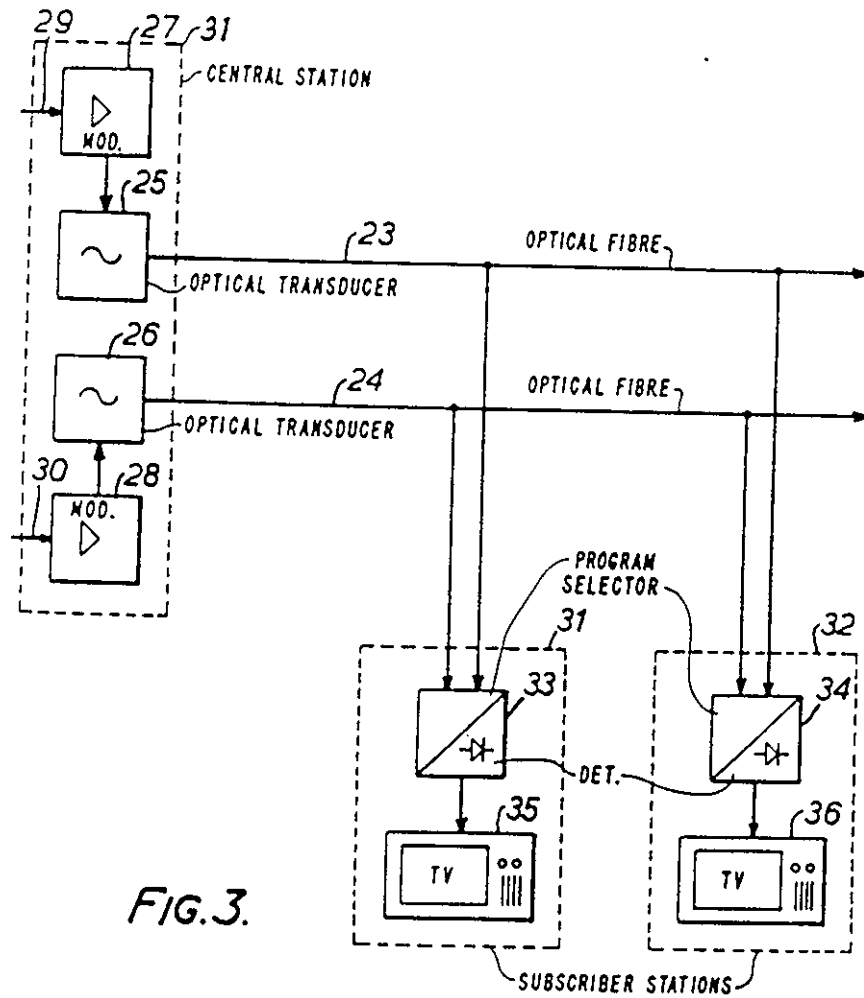


FIG. 3.

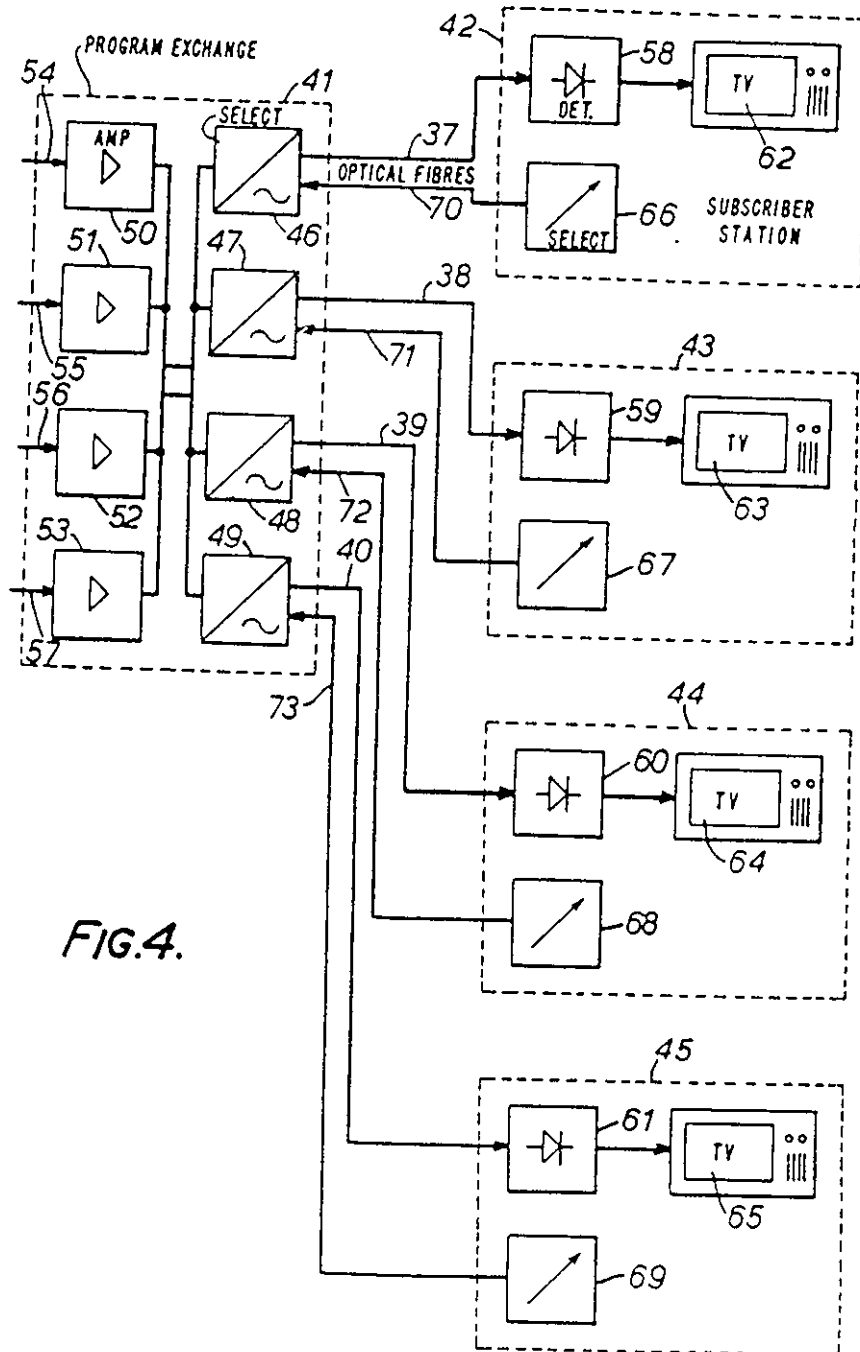


FIG. 4.

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BROADCASTING SYSTEMS WITH FIBRE OPTIC TRANSMISSION LINES

This is a continuation of application Ser. No. 528,849, filed Dec. 2, 1974, now abandoned.

This invention relates to wired broadcasting systems and seeks to provide an improved form thereof.

Wired broadcasting systems comprise two general types. In the first type a plurality of television signals are distributed between a central station and each of a plurality of subscribers over a single signal path, usually in the form of a coaxial cable, the plurality of signals being frequency distinctive. Commonly the range of frequencies employed extends throughout the VHF spectrum, for example, from about 40-300 MHz. In the second type, a plurality of television signals are distributed between a central station and each of a plurality of subscribers over separate signal paths usually in the form of twisted pairs of conductors contained within a common cable. The desired signal is selected for reception by establishing a connection between the subscribers equipment and that pair of conductors carrying the signal required. Commonly the signals all have the same nominal carrier frequency somewhere in the range 2-20 MHz.

Both types of known system referred to above suffer from various disadvantages. With the first type the transmission losses are relatively high due to the frequencies involved and intermodulation in the repeater amplifiers is a problem due to the large number of signals which have to be amplified simultaneously. With the second type crosstalk between the separate signal paths within the common cable is a limitation and in systems where a large number of programmes are distributed the immense number of physical connections between the various conductors introduce maintenance problems.

It is an object of the present invention to provide a wired broadcasting system in which the disadvantages of the presently known systems are minimised.

Accordingly the invention provides a wired broadcasting system in which a signal path between a central station and at least some of a plurality of subscribers includes an optical fibre extending between an electro-optical transducer and a photo-sensitive detector.

If desired, the optical fibre may be arranged to extend over the whole length of the transmission path between said central station and each of the plurality of subscribers. In such an arrangement, a plurality of optical fibres may be provided extending over the whole length of the transmission path between the central station and each of the plurality of subscribers, each subscriber being able to select a desired programme signal on any one of the optical fibres by deriving the signals from a photo-sensitive detector associated with the said one optical fibre.

Alternatively, the optical fibre may extend between the central station and a distribution point from which signals may be conveyed to a relatively small group of subscribers over conventional conductive paths.

In an alternative arrangement an optical fibre may be arranged to extend between each of the plurality of subscribers and a programme exchange at which input signals for each subscribers optical fibre may be selected from one of a plurality of available programme sources. Control of each subscribers programme selection means at the programme exchange may be effected either over

a conductive signalling path associated with his optical fibre or over an auxiliary optical fibre. The signals transmitted over the optical fibres may comprise a light beam modulated in respect of video frequency signals, one or more high frequency modulated carrier waves of differing carrier frequency or a combination of video frequency signals and one or more high frequency modulated carrier waves. Each optical fibre may carry two or more light beams of different frequency (colour) each modulated as described above.

Further features and advantages of the present invention will become apparent from the following description of some embodiments thereof given by way of example only with reference to the accompanying drawings in which:

FIG. 1 is a block schematic diagram of one form of wired broadcasting system in accordance with the present invention.

FIG. 2 is a block schematic diagram of a second form of wired broadcasting system in accordance with the present invention

FIG. 3 is a block schematic diagram of a third form of wire broadcasting system in accordance with the present invention, and

FIG. 4 is a block schematic diagram of a fourth form of wire broadcasting system in accordance with the present invention

In the wired broadcasting system shown in FIG. 1 a central station 1 is connected to each of a plurality of subscribers 2, 3, by means of an optical fibre 4 extending between an electro-optical transducer 5 and a photo-sensitive detector 6, 7. The electro-optical transducer 5 may comprise a light emitting diode or an injection laser the light output of which is controlled in response to the output signals of a modulation amplifier 8 to which the video and/or high frequency carrier wave signals are applied on the output line 9. In a case of the electro-optical transducer 5 being a light emitting diode the diode may be formed as a burras diode and have as its active constituent zinc or aluminum doped gallium arsenide. In some applications the modulation characteristic of the electro-optical transducer may be unacceptably non-linear. In this event the modulation signal applied thereto may be such as to cause it to operate in a pulsed mode. The photo-sensitive detectors 6, 7, may comprise PN photo-diodes associated with low noise pre-amplifier devices.

The signals applied to the input line 9 may comprise video frequency signals, one or more high frequency modulated carrier waves of different carrier frequency or a combination of video frequency signals and one or more high frequency modulated carrier waves. In the event that said signals are high frequency modulated carrier waves the output signals provided by the photo-sensitive detectors 6, 7, may be of a form suitable for direct application to the television receivers 10, 11, if these are of a type designed for use in high frequency wired broadcasting systems. There may be a modest advantage in utilising video frequency signals and in this event the output signals from the photo-sensitive detectors may be applied directly to the post detector stages of the receivers 10, 11.

In the system shown in FIG. 2 a central station 12 is provided with an electro-optical transducer 13 modulated by the output signals of a modulation amplifier 14 which receives its input signals over the line 15. The resulting modulated light signals are passed over an optical fibre 16 to distribution stations one of which is

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shown at 17. Each distribution station is provided with a photo-sensitive detector 18, output signals from which are passed to a launching amplifier 19 from which a conductive network 20 extends to the receivers 21, 22. In this system it is convenient to arrange that the modulation signals applied to the line 15 comprise high frequency modulated carrier waves. In this event, the launching amplifier 19 and receivers 21, 22, may be of the kind presently employed in high frequency wired broadcasting systems.

Turning now to FIG. 3, the system shown therein is arranged to provide two television programmes each distributed over separate optical fibre lines 23, 24. The signals applied to each of these lines are provided by electro optical transducers 25, 26, having associated therewith corresponding modulation amplifiers 27, 28, arranged to receive input signals over the lines 29, 30 and arranged within a central station 31. The separate optical fibres extend to each subscriber 31, 32. Each subscriber is provided with programme selecting means 33, 34 to which each of the optical fibres are connected and by means of which signals may be derived from a photo-sensitive detector associated with that optical fibre which carries the desired programme signal. The desired signal from the programme selection device 33, 34, is then applied to the associated television receiver 35, 36.

The arrangement of FIG. 4 is an alternative system to that shown in FIG. 3. In this arrangement an optical fibre 37, 38, 39, 40, is arranged to extend between a programme exchange 41 and each of a plurality of subscriber installations 42, 43, 44, 45. The signals applied to each optical fibre are derived from a corresponding programme selection device 46, 47, 48, 49, each of which comprises means whereby an electro optical transducer may be made responsive to one of the programmes available at the programme exchange 41 and generate a light beam for transmission to the subscriber. Each programme selection device is arranged to be capable of selecting programmes from any one of the programme amplifiers 50, 51, 52, 53, which receive their input signals over corresponding lines 54, 55, 56, 57. Each subscriber installation comprises a photo-sensitive detector 58, 59, 60, 61 from which signals may be applied to the associated television receiver 62, 63, 64, 65. Each subscriber installation is provided with a programme selector control means 66, 67, 68, 69, which are connected to the corresponding programme selection device 46, 47, 48, 49, over a control signal path 70, 71, 72, 73 associated with that subscribers optical fibre. The control signal path may comprise one or more conductors or an auxiliary optical fibre.

The programme capacity of any of the systems described above may be increased by arranging that each optical fibre carries two or more light beams of a different frequency (colour). Each light beam may be modulated in respect of one or more than one television or other signal. The light beams may be coupled into and out of the optical fibre by means of systems of di-chroic

mirrors. If simultaneous reception of the separate light beams is not required the photo-sensitive detector may be rendered responsive to the appropriate light beam by means of a suitable colour filter.

What is claimed is:

1. A broadcasting system conveying signals by a signal path between a central station and a plurality of subscribers, comprising in combination, a common optical fibre in said signal path carrying signals to said plurality of subscribers from said central station, said fibre extending between an electro-optical transducer at said central station producing a light beam and photo-sensitive detector means at a reception position near the subscribers station, transmission means at the central station modulating the light beam for transmission through said optical fibre, said transmission means including modulation means producing a light beam modulated by a high frequency carrier which itself is modulated with video broadcast signals, conventional television receivers at the subscriber stations responsive to receive said high frequency carrier modulated with video broadcast signals, light beam demodulation means at said reception position responsive to said photo-sensitive detector means to convert said light beam into demodulated high frequency carrier radio wave signals modulated with video broadcast signals, and means coupling said demodulated signals from said reception position to said subscriber stations in a form suitable for direct application to said conventional television receivers without further signal processing.

2. A system according to claim 1, wherein the optical fibre extends over the whole length of the transmission path between the central station and each of the plurality of subscribers.

3. A system according to claim 2, wherein said system includes a plurality of said optical fibres, means modulating a light beam carried respectively by each fibre with a different video programme signal, each fibre extends over the whole length of the transmission path between the central station and said detector means, said detector means comprising photo sensing means being positioned at a station location for each of the plurality of subscribers.

4. A system according to claim 1, wherein the central station has means conveying by optical fibre a plurality of programmes, including a programme exchange at said central station providing a programme selector for deriving one of said plurality of programmes, an additional optical fibre is arranged to extend between each of the plurality of subscribers and said programme selector and each subscriber has selection means operable over said additional fibre to select a single one of said plurality of programmes.

5. A system as defined in claim 1 including means at said central station conveying over said single optical fibre a plurality of programmes modulated on different carrier frequencies.

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EXHIBIT B

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PATENT LICENSE AGREEMENT

This Agreement made this 30th day of JUNE 1993 by and

acting by its Liquidator []

between COMMUNICATIONS PATENTS LIMITED (in liquidation), a limited company of the United Kingdom, of PO Box 55, SURREY STREET, London, England, (hereinafter "LICENSOR") and

(The Liquidator)

INTELLECTUAL PROPERTY DEVELOPMENT, INC., a Florida corporation of 1101 Brickell Avenue, Miami, Florida USA 33131 (hereinafter "LICENSEE").

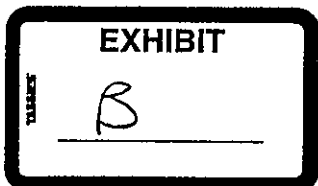
WHEREAS, LICENSEE is desirous of acquiring an exclusive license under the patents listed in Exhibit "A" attached hereto (hereinafter "PATENTS") and actively promoting the licensing of rights under the patents;

NOW THEREFORE, in consideration of the following covenants, the parties agree as follows:

1. LICENSOR hereby grants an exclusive license, to make, use, and sell the inventions, the right to grant sublicenses, the right to collect monies, damages and/or royalties for past infringement and the right to bring legal action to collect the same, to LICENSEE under all of the PATENTS.

2. Upon execution of this Agreement, LICENSEE shall pay to LICENSOR U.S. \$3,000 (Three Thousand Dollars), receipt of which is hereby acknowledged. LICENSOR agrees to execute a confirmatory assignment in the form of Exhibit "B" attached hereto for the sole purpose of recording in the United States and Canadian patent offices.

3. LICENSEE shall be entitled to take action under the Patents in Licensee's own name to prevent infringement, or to collect damages for past infringement, or to defend proceedings for



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revocation in circumstances where LICENSOR is not a necessary party to that action (a "Sole Action") provided that LICENSEE notifies LICENSOR in writing in advance of LICENSOR'S intention to bring the Sole Action. LICENSEE shall keep LICENSOR fully informed and consult with LICENSEE ^{OR} about the conduct of the Sole Action. LICENSEE shall not without the prior written consent of the LICENSOR, which shall not be unreasonably withheld, settle or agree to any compromise to the ^{any} Sole Action. In the event that LICENSOR may be a necessary party to any litigation or legal action under the Patents (such a "Joint Action") LICENSEE shall not proceed with the Joint Action without the prior written consent of LICENSOR. LICENSOR reserves the right to withdraw consent to the Joint Action proceeding at any time up to termination of the Joint Action subject to the applicable United States Court Rules. LICENSEE shall bear both its and LICENSOR'S costs in connection with any Sole Action or Joint Action.

LICENSEE further agrees to pay LICENSOR fifty percent (50%) of the net profit of LICENSEE derived from sub-licensing or other transfer of rights under the PATENTS. Net profits shall mean gross revenues realized by LICENSEE from the sub-licenses or other transfer of rights under the patents less all reasonable out-of-pocket costs incurred wholly and exclusively for the purpose of granting sub-licenses or transfers including but not limited to attorneys fees, and travel expenses but not including administration or management fees or salaries ^{or general overheads}. Payments will be made by LICENSEE to LICENSOR on a quarterly basis on April 1, July

or any other realizations realized such as but not limited to litigation

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1, October 1, January 1 of each year along with necessary documents reflecting the calculation of net profits. If no objection is made to calculations by Assignor within two months of payment, then payment will be deemed binding.

4. Any notices or other communications shall be in writing and shall be considered to have been duly given when deposited in first class certified mail, postage prepaid, return receipt requested:

(a) If to the LICENSOR

Communications Patents Limited
(in Liquidation)
Arthur Andersen & Co., S.C. (as Liquidators)
P.O. Box 55
#1 Surrey Street
London, ENGLAND WC2N 2BT
For THE ATTENTION OF M. L. McKillop

(b) If to the LICENSEE:

Howard B. Krass, Esq.
Northman & Bloom, P.A.
1101 Brickell Avenue
Suite 1400
Miami, Florida 33131

5. LICENSEE may not assign the benefit of this agreement to any third party without the prior written consent of LICENSOR.

ANDERSON

(1) The Liquidator shall incur no personal liability under, or by virtue of, this agreement, not in relation to any related matter or claim howsoever, whenever, and wherever arising, and whether such claim is

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EXHIBIT A

- 6. LICENSEE agrees that it will not in exercising its rights under this agreement infringe any third party's intellectual property rights. LICENSEE further agrees fully to indemnify LICENSOR in respect of any claims, liabilities, costs or other expenses arising out of any claim by any third party in respect of any infringement by LICENSEE.

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formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum. In particular, without limitation, the Liquidator shall not be liable on any deed or document executed with a view to, or for the purpose of, putting this agreement into effect whether or not such deed or document so provides in terms and the Liquidator shall be entitled at any time to have any such deeds or documents amended to include an exclusion of personal liability in the above terms.

- (2) The Liquidator is agent of LICENSOR, and shall incur no personal liability by reason of his acting in that capacity.
- (3) Any claim against LICENSOR and/or against the Liquidator, or his firm or his partners, employees, agents, advisers or representatives, shall in any event, notwithstanding the above exclusions of liability, be irrevocably waived unless made in writing by notice to the Liquidator not later than 180 days after the date hereof, the first day of such 180 days' period to be the day immediately following the date hereof,

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time being of the essence in respect of that 180 day period.

(A) In any eventually whatsoever, and without prejudice to each and every provision of this agreement, any claim by LICENSEE or by any person claiming through under or in relation to LICENSEE, shall not in any circumstances exceed the consideration payable by LICENSEE under Clause 2.

(5) LICENSEE agrees that it will neither object to, nor seek to prevent, the release of the Liquidator (as Liquidator of the LICENSOR).

(6) The interest in the Patents which LICENSOR licenses to LICENSEE is such right, title and interest as LICENSOR may have at the commencement of business on the date hereof.

(7) All representations, warranties and conditions, express or implied, and whether statutory or otherwise, are expressly excluded upon, and in relation to the Patents. Without limiting these general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, merchantable quality, fitness for any particular, or any, purpose and as to description as regards the Patents.

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- (8) LICENSEE acknowledges and agrees that it has satisfied itself as to the status and proprietorship of the Patents and as to their fitness for such purpose or purposes as the LICENSEE may intend to use them, and as to their correspondence with any description given or to be implied. It is accepted that no reliance has been placed in this regard on any statement, or silence, of Licensor or of the liquidator or of his employees, advisers, solicitors, valuers, agents, partners or representatives.
- (9) Any claim by LICENSEE or by any person claiming through him, against the assets of LICENSOR shall not take effect otherwise than as a claim by way of pro rata distribution among creditors of equal rank.
- (10) The exclusions of liability in this clause shall arise and continue notwithstanding the release of the liquidator (as liquidator of the LICENSEE) and shall operate as waivers of any claims in tort as well as under the law of contract.
- (11) Such exclusions shall be in addition to, and not in substitution for and notwithstanding any right of indemnity or relief otherwise

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available. They shall continue after as well as before completion of this agreement in whole or in part.

(12) Nothing in this agreement shall, in the absence of an express provision to the contrary herein contained, require LICENSOR or the liquidator to carry out or continue to carry out any arrangements or contract, whether single or of continuing effect, with third parties in relation to the Patents.

The Agreement is governed by English law. The parties irrevocably agree that the courts of England shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of the agreement.

The term of this agreement shall expire six years after the expiration of the last to expire of the Patents, or until the termination of any legal action to recover income for exploitation of the Patents, whichever occurs later; provided however the obligations of the licensee of paragraph 2 to make

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payments to the Licensor based on net profit shall survive termination.

Provided also that LICENSOR may terminate this Agreement immediately on breach by LICENSEE of any of the terms of this Agreement or failure to perform any of its obligations under the Agreement.

10. LICENSOR may assign all rights and obligations under this Agreement.

AS WITNESSES WHEREOF, the parties hereto have executed and delivered this Patent License Agreement as of the date first above written.

LICENSOR:

COMMUNICATIONS PATENTS LIMITED (IN Liquidation)

By:

as agent and without personal liability

LICENSEE:

INTELLECTUAL PROPERTY DEVELOPMENT, INC.

By:

ROBERT J. KAPLAN, Secretary

Signed, for:

the hands of the parties (or their duly authorized representatives) on

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EXHIBIT "A"

<u>UNITED STATES PATENT NO.</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>	<u>TITLE</u>
4,717,229	01-25-88	COTLER	BI-DIRECTIONAL OPTICAL FIBER COUPLER
4,612,519	08-26-86	GARGINI ET AL.	SWITCH ASSEMBLY AND CIRCUIT
4,538,174	08-27-85	BAKER ET AL.	TWO-WAY SUBSCRIBER TV SYSTEM WITH MULTIPLE SUBSCRIBER'S SETS
4,398,214	08-09-83	GARGINI	WIRED TELEVISION BROADCASTING SYSTEM
4,386,385	05-31-83	GARGINI	COMBINED WIRED BROADCASTING AND VIEWPHONE SYSTEM
4,376,274	03-08-83	SMART	PRINTED CIRCUIT TRANSFORMERS
4,302,771	11-24-81	GARGINI	WIRED BROADCASTING SYSTEM WITH SUBSCRIBER CONTROLLED SWITCHED PROGRAM SELECTION
4,282,528	08-04-81	ASPINKALL	PLURAL ANTENNAS HAVING A SLEEVE DIELECTRIC
4,257,123	03-17-81	BIRT ET AL.	DEVICE FOR MONITORING THE PERFORMANCE OF A TRANSMITTER
4,246,608	01-20-81	BAKER	METHOD FOR MEASURING CROSSVIEW BETWEEN TWO CHANNELS IN A WIRED TELEVISION BROADCASTING SYSTEM

07-01-93 02:28PM P016 #44

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25 JUL '93 10:12 ARTHUR ANDERSEN & CO ALLEN & OVERY

P.15/18 0013

21 JUN '93 10:59 ARTHUR ANDERSEN & CO

NORTHMAN & BLOOM 305 372 8650

P.12/15
P.12/19

6,213,103	07-15-80	BERT	CIRCUIT FOR DETECTING AND CONTROLLING SIMULTANEOUS CONDUCTION OF TWO SWITCHES CONNECTED IN SERIES
6,180,748	12-25-79	GARGINI	ELECTRONIC SOLID STATE SWITCHING DEVICE
4,162,455	07-24-79	BIRT	AMPLIFIER SYSTEMS
4,153,847	05-08-79	GARGINI	LOGIC CIRCUITS
4,135,202	01-16-79	GUTLER	BROADCASTING SYSTEMS WITH FIBRE OPTIC TRANSMISSION LINES

<u>CANADIAN PATENT NO.</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>	<u>TITLE</u>
114244	03-01-83		
1058283	7-10-79		

07-01-93 02:28PM P017 #44

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P.16/18 0014

21 JUN '93 10:50 ARTHUR ANDERSEN & CO

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P.13/15

EXHIBIT "B"

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in confirmation of a patent license agreement made the 30th day of JUNE, 1993, by and between Communications Patents Limited (in liquidation), a limited company of the United Kingdom, PO BOX 55, 1 SURREY ST, London England (hereinafter "LICENSOR") and Intellectual Property Development Company, Inc.), a Florida corporation, of 1101 Brickell Avenue, Miami, Florida USA 33131 (hereinafter "LICENSEE"), and subject to all conditions of such agreement, LICENSOR hereby grants an exclusive license, to make use and sell the inventions, the right to grant sublicenses, the right to collect monies, damages and/or royalties for past infringement and the right to bring legal action to collect the same, to LICENSEE under all of the following patents:

UNITED STATES PATENT NO.	ISSUE DATE	INVENTOR	TITLE
4,717,229	01-08-88	CUTLER	BI-DIRECTIONAL OPTICAL FIBER COUPLER
4,612,519	05-15-85	GARGINI ET AL.	SWITCH ASSEMBLY AND CIRCUIT
4,538,174	08-27-85	BAKER ET AL.	TWO-WAY SUBSCRIBER TV SYSTEM WITH MULTIPLE SUBSCRIBER'S SETS
4,392,214	08-09-83	GARGINI	WIRED TELEVISION BROADCASTING SYSTEM

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25/04 JUL '93 10:32 <THUR ANDERSEN & CO ALLEN & OVERY

P.17/18 0016

0021 JUN '93 10:59 <THUR ANDERSEN & CO

ALLEN & OVERY

255 272 8423

P.14/15 0016

4,386,365	05-31-83	GARGINI	COMBINED WIRED BROADCASTING AND VIEWPHONE SYSTEM
4,376,274	03-08-82	SMART	PRINTED CIRCUIT TRANSFORMERS
4,302,771	11-24-81	GARGINI	WIRE BROADCASTING SYSTEM WITH SUBCARRIER CONTROLLED SWITCHED PROGRAM SELECTION
4,282,528	08-04-81	ASPINWALL	PLURAL ANTENNAS HAVING A SLEEVE DIPOLE
4,257,123	03-17-81	BIRT ET AL.	DEVICE FOR MONITORING THE PERFORMANCE OF A TRANSMITTER
4,246,608	01-20-81	BAKER	METHOD FOR MEASURING CROSSVIEW BETWEEN TWO CHANNELS IN A WIRED TELEVISION BROADCASTING SYSTEM
4,213,103	07-15-80	BIRT	CIRCUIT FOR DETECTING AND CONTROLLING SIMULTANEOUS CONDUCTION OF TWO SWITCHES CONNECTED IN SERIES
4,189,748	12-28-79	GARGINI	ELECTRONIC SOLID STATE SWITCHING DEVICE
4,162,455	07-24-78	BIRT	AMPLIFIER SYSTEMS
4,153,847	05-08-79	GARGINI	LOGIC CIRCUITS
4,135,202	01-16-79	CUTLER	BROADCASTING SYSTEMS WITH FIBER OPTIC TRANSMISSION LINES
<u>CANADIAN PATENT NO.</u>	<u>ISSUE DATE</u>	<u>INVENTOR</u>	<u>TITLE</u>

07-01-93 02:28PM P019 #44

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20/01 JUL '99 10:53 JTHIP ANDERSEN & CO ALLEN & OVERY
21 JUN '97 10:53 ARTHUR ANDERSEN & CO
06-12-1999 17:15 305 372 8650

P.18/18 10/18
P.15/15
P.12/15

114244 03-01-83

1058299 7-10-79

COMMUNICATIONS PATENTS LTD.
(in liquidation)

By:

Handwritten Signature
Title: LIQUIDATOR

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

DOCKETED
JUL 31 2000

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Northern District of Illinois.

Plaintiff(s):

Intellectual Property Development, Inc. and
Communications Patent, Ltd.

Defendant(s):

Communications and Cable of Chicago, Inc. and
South Chicago Cable, Inc. and
United Cable Television Corporation of Northern
Illinois and Telenois, Inc.

DOC 4624

County of Residence: Miami-Dade County

County of Residence: Cook County, Illinois

Plaintiff's Atty: David Zaslowsky
BAKER & McKENZIE
805 Third Avenue, New
York, NY 10022
212/751-5700

Defendant's Atty:

JUDGE LINDBERG

MAGISTRATE JUDGE ROSEMOND

U.S. DISTRICT COURT
JUL 28 PM 1:15
FILED-EDA

II. Basis of Jurisdiction:

Federal Question (U.S. not a party)

III. Citizenship of Principle Parties
(Diversity Cases Only)

Plaintiff:- N/A

Defendant:- N/A

IV. Origin :

Original Proceeding

V. Nature of Suit:

830 Patent

VI. Cause of Action:

Patent Infringement - 35 USC Sec. 287

VII. Requested in Complaint

Class Action: No

Dollar Demand: Not specified

Jury Demand: Yes

VIII. This case Is NOT a refiling of a previously dismissed case.

Signature:

David G. Roach

Date: July 28, 2000

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, print this form, sign and date it and submit it with your new civil action. Note: You may need to adjust the font size in your browser display to make the form print properly.

DOCKETED

JUL 3 12 00



Double click on question mark for appearance form instructions

NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

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

Eastern Division

In the Matter of

Intellectual Property Development, Inc.
and Communications Patent, Ltd.
v.
Communications and Cable of Chicago, Inc. and South Chicago
Cable, Inc. and United Cable Television Corporation of North

00C 4624
Case Number

FILED
JUL 28 2000
U.S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CHICAGO, ILL.

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

Plaintiffs Intellectual Property Development, Inc. and
Communications Patent, Ltd.

(A)		(B)	
SIGNATURE <i>David I. Roche</i>		SIGNATURE JUDGE LINDBERG	
NAME David I. Roche		NAME MAGISTRATE JUDGE ROSENBERG	
FIRM BAKER & MCKENZIE		FIRM	
STREET ADDRESS 130 E. Randolph Drive		STREET ADDRESS	
CITY/STATE/ZIP Chicago, IL 60601		CITY/STATE/ZIP	
TELEPHONE NUMBER (312) 861-8608		TELEPHONE NUMBER	
IDENTIFICATION NUMBER 6187797		IDENTIFICATION NUMBE	
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
(C)		(D)	
SIGNATURE		SIGNATURE	
NAME		NAME	
FIRM		FIRM	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE/ZIP		CITY/STATE/ZIP	
TELEPHONE NUMBER		TELEPHONE NUMBER	
IDENTIFICATION NUMBER		IDENTIFICATION NUMBE	
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
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DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	