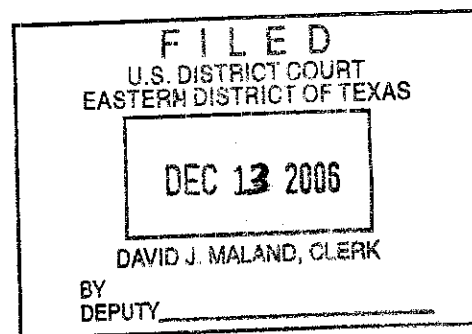


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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

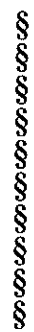
NEGOTIATED DATA SOLUTIONS LLC,

Plaintiff,

v.

DELL, INC.,

Defendant.



2-06CV-528

CIVIL ACTION NO.

Jury Trial Demanded

Tgw

COMPLAINT FOR PATENT INFRINGEMENT AND JURY DEMAND

Plaintiff, Negotiated Data Solutions LLC ("N-Data"), for its Complaint against Defendant, Dell, Inc. ("Dell"), alleges as follows:

NATURE OF THE ACTION

1. N-Data brings this action pursuant to 35 U.S.C. § 1 et seq., seeking damages and injunctive relief against Defendant Dell for Dell's infringement of N-Data's U.S. Patent No. 5,361,261 ("the '261 Patent"), U.S. Patent No. RE38,820 ("the RE'820 Patent"), U.S. Patent No. RE39,216 ("the RE'216 Patent"), and U.S. Patent No. RE39,395 ("the RE'395 Patent")

THE PARTIES

2. N-Data is an Illinois limited liability company with principal places of business in Chicago, Illinois and Cupertino, California.

3. N-Data is informed and believes and on that basis alleges, that Defendant Dell is a Delaware corporation, registered to do business in Texas, with its principal place of business at One Dell Way, Round Rock, Texas 78682.

4. N-Data is informed and believes, and on that basis alleges, that Dell is engaged in the business of selling and offering for sale computers, data networking and other electronic products.

JURISDICTION AND VENUE

5. The court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, 35 U.S.C. §§ 1 et seq.

6. Venue is proper in this federal district pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b) in that Defendant Dell is located in this state, conducts business in this District, has committed acts of infringement in this District, and continues to commit acts of infringement in this District, entitling N-Data to relief.

INFRINGEMENT OF UNITED STATES PATENT NO. 5,361,261

7. On November 1, 1994, United States Patent No. 5,361,261 (the "'261 Patent") was duly and legally issued for inventions entitled "Frame-Based Transmission of Data." N-Data holds all rights and interest in the '261 Patent. A true and correct copy of the '261 Patent is attached hereto as Exhibit A and incorporated by reference in this Complaint.

8. Upon information and belief, Dell has infringed and continues to infringe the '261 Patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, and/or offer for sale of products that embody the claimed inventions, to its inducement of others to manufacture, use, sell, import, and/or offer for sale infringing products, and contributing to the manufacture, use, sell, import, and/or offer for sale of infringing products by others. Dell is liable for infringement of the '261 Patent pursuant to 35 U.S.C. § 271.

9. The acts of infringement by Dell, have caused damage to N-Data and N-Data is

entitled to recover from Defendant Dell, the damages sustained by N-Data as a result of Defendant Dell's wrongful acts in an amount subject to proof at trial. The infringement of N-Data's exclusive rights under the '261 Patent by Defendant Dell, will continue to damage N-Data, causing irreparable harm, for which there is no adequate remedy at law, unless enjoined by this Court.

10. Upon information and belief, Defendant Dell has knowledge of its infringement of the '261 Patent, yet Defendant Dell continues to infringe said patent. The infringement of the '261 Patent by Defendant Dell is willful and deliberate, entitling N-Data to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF UNITED STATES PATENT NO. RE38,820

11. On October 11, 2005, United States Patent No. 5,533,018 was duly and legally reissued as United States Patent No. RE38,820 (the "RE'820 Patent") for inventions entitled "Multi-Protocol Packet Framing Over an Isochronous Network." N-Data holds all rights and interest in the RE'820 Patent. A true and correct copy of which is attached as Exhibit B and incorporated by reference in this Complaint.

12. Upon information and belief, Dell has infringed and continues to infringe the RE'820 Patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, and/or offer for sale of products that embody the claimed inventions, to its inducement of others to manufacture, use, sell, import, and/or offer for sale infringing products, and contributing to the manufacture, use, sell, import, and/or offer for sale of infringing products by others. Dell is liable for infringement of the RE'820 Patent pursuant to 35 U.S.C. § 271.

13. The acts of infringement by Dell, have caused damage to N-Data and N-Data is entitled to recover from Defendant Dell, the damages sustained by N-Data as a result of Defendant Dell's wrongful acts in an amount subject to proof at trial. The infringement of N-Data's exclusive rights under the RE'820 Patent by Defendant Dell, will continue to damage N-Data, causing irreparable harm, for which there is no adequate remedy at law, unless enjoined by

this Court.

14. Upon information and belief, Defendant Dell has knowledge of its infringement of the RE'820 Patent, yet Defendant Dell continues to infringe said patent. The infringement of the RE'820 Patent by Defendant Dell is willful and deliberate, entitling N-Data to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF UNITED STATES PATENT NO. RE39,216

15. On August 1, 2006, United States Patent No. 5,594,734 was duly and legally reissued as United States Patent No. RE39,216 (the "RE'216 Patent"), entitled "Asynchronous Processor Access to a Switch Table in a Network with Isochronous Capability," a true and correct copy of which is attached as Exhibit C and incorporated by reference in this Complaint.

16. Upon information and belief, Dell has infringed and continues to infringe the RE'216 Patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, and/or offer for sale of products that embody the claimed inventions, to its inducement of others to manufacture, use, sell, import, and/or offer for sale infringing products, and contributing to the manufacture, use, sell, import, and/or offer for sale of infringing products by others. Dell is liable for infringement of the RE'216 Patent pursuant to 35 U.S.C. § 271.

17. The acts of infringement by Dell, have caused damage to N-Data and N-Data is entitled to recover from Defendant Dell, the damages sustained by N-Data as a result of Defendant Dell's wrongful acts in an amount subject to proof at trial. The infringement of N-Data's exclusive rights under the RE'216 Patent by Defendant Dell, will continue to damage N-Data, causing irreparable harm, for which there is no adequate remedy at law, unless enjoined by this Court.

18. Upon information and belief, Defendant Dell has knowledge of its infringement of the RE'216 Patent, yet Defendant Dell continues to infringe said patent. The infringement of the RE'216 Patent by Defendant Dell is willful and deliberate, entitling N-Data to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this

action under 35 U.S.C. § 285.

INFRINGEMENT OF UNITED STATES PATENT NO. RE39,395

19. On November 14, 2006, United States Patent No. 5,566,169 was duly and legally reissued as United States Patent No. RE39,395 (the "RE'395 Patent"), entitled "Data Communication Network with Transfer Port, Cascade Port and/or Frame Synchronizing Signal," a true and correct copy of which is attached as Exhibit D and incorporated by reference in this Complaint.

20. Upon information and belief, Dell has infringed and continues to infringe the RE'395 Patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, and/or offer for sale of products that embody the claimed inventions, to its inducement of others to manufacture, use, sell, import, and/or offer for sale infringing products, and contributing to the manufacture, use, sell, import, and/or offer for sale of infringing products by others. Dell is liable for infringement of the RE'395 Patent pursuant to 35 U.S.C. § 271.

21. The acts of infringement by Dell, have caused damage to N-Data and N-Data is entitled to recover from Defendant Dell, the damages sustained by N-Data as a result of Defendant Dell's wrongful acts in an amount subject to proof at trial. The infringement of N-Data's exclusive rights under the RE'395 Patent by Defendant Dell, will continue to damage N-Data, causing irreparable harm, for which there is no adequate remedy at law, unless enjoined by this Court.

22. Upon information and belief, Defendant Dell has knowledge of its infringement of the RE'395 Patent, yet Defendant Dell continues to infringe said patent. The infringement of the RE'395 Patent by Defendant Dell is willful and deliberate, entitling N-Data to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

DEMAND FOR JURY TRIAL

23 Plaintiff N-Data respectfully demands a trial by jury of all issues so triable.

PRAYER FOR RELIEF

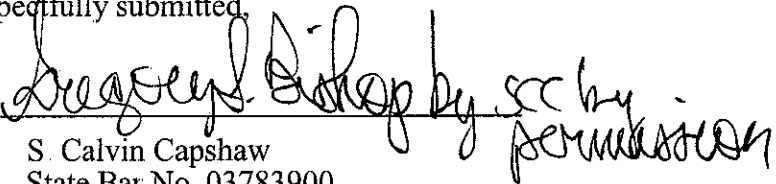
N-Data hereby demands a trial by jury on all issues and respectfully requests entry of judgment in its favor and against Defendant Dell as follows:

- a) Declaration that Defendant Dell has infringed the U.S. Patent 5,361,261, U.S. Patent No. RE38,820, U.S. Patent No. RE39,216, and U.S. Patent No. RE39,395;
- b) Permanently enjoining Defendant Dell, its officers, agents, employees, and those acting in privity with them, from further infringement, contributory infringement and/or inducing infringement of the U.S. Patent 5,361,261, U.S. Patent No. RE38,820, U.S. Patent No. RE39,216, and U.S. Patent No. RE39,395;
- c) Awarding the damages arising out of the infringement of the U.S. Patent 5,361,261, U.S. Patent No. RE38,820, U.S. Patent No. RE39,216, and U.S. Patent No. RE39,395 by Defendant Dell including enhanced damages pursuant to 35 U.S.C. § 284, to N-Data, together with prejudgment and post-judgment interest, in an amount according to proof;
- d) An award of attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law; and
- e) For such other costs and further relief as the Court may deem just and proper.

DATED: December 13, 2006

Respectfully submitted,

By:


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