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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SYMANTEC CORPORATION and
XTREAMLOK, PTY,

PLAINTIFF(S)

v.

UNILOC USA, INC., UNILOC (SINGAPORE)
PRIVATE LIMITED and UNILOC CORPORATION
PTY LIMITED,

DEFENDANT(S).

CASE NUMBER

SACV10-01483 JVS (MLGx)

SUMMONS

TO: DEFENDANT(S): Uniloc USA, Inc., Uniloc (Singapore) Private Limited,
Uniloc Corporation Pty Limited

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark A. Flagel, whose address is 355 South Grand Avenue, Los Angeles, California 90071-1560. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

OCT - 1 2010

Dated: _____

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

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11 Attorneys for Plaintiffs
 12 Symantec Corporation and
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13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15 SACV10-01483 JVS (MLGx)

16 SYMANTEC CORPORATION and
 17 XTREAMLOK, PTY,

18 Plaintiffs,

19 v.

20 UNILOC USA, INC., UNILOC
 21 (SINGAPORE) PRIVATE LIMITED
 and UNILOC CORPORATION PTY
 LIMITED,

22 Defendants.

CIVIL ACTION NO.

**COMPLAINT FOR
 (1) DECLARATORY JUDGMENT
 AND (2) MONEY PAID TO
 DEFENDANTS**

DEMAND FOR JURY TRIAL

FILED
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 CLERK U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
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COMPLAINT

Plaintiffs Symantec Corporation (“Symantec”) and XtreamLok, Pty (“XtreamLok”) hereby plead against Defendants Uniloc USA, Inc., Uniloc (Singapore) Private Limited and Uniloc Corporation Pty Limited (collectively, “Uniloc”) the following claims for Declaratory Judgment and Money Paid to Defendants, and allege as follows:

PARTIES

1. Plaintiff Symantec is a Delaware corporation with a principal place of business at 350 Ellis Street, Mountain View, California 94043.
2. Plaintiff XtreamLok is a Proprietary Limited Company existing under the laws of Australia. XtreamLok is an indirect subsidiary of Symantec.
3. On information and belief, Defendant Uniloc USA, Inc. is a corporation with its principal place of business at 2151 Michelson, Suite 100, Irvine, CA 92612, and claims to be the exclusive licensee of U.S. Patent No. 5,490,216 (“the ’216 patent”), attached hereto as Exhibit A. In various actions, it has described itself as a Rhode Island corporation and, more recently, a Texas corporation, as described further below, but in all cases it has alleged that its principal place of business is the California address noted above.
4. On information and belief, Defendant Uniloc (Singapore) Private Limited is a limited liability company existing under the laws of Singapore, and owns all right, title and interest in the ’216 patent, subject to Uniloc USA, Inc.’s exclusive license.
5. On information and belief, Defendant Uniloc Corporation Pty Limited is a Proprietary Limited Company existing under the laws of Australia. In a 2002 agreement in which Uniloc licensed the ’216 patent to XtreamLok, discussed further below, Uniloc Corporation Pty Limited represented that it “is the owner of certain proprietary rights” to the ’216 patent.

1 May 2005) indirectly acquiring XstreamLok. Symantec and XstreamLok have
2 consistently maintained that they do not infringe, and that the XstreamLok
3 technology was never covered by, the '216 patent.

4 10. In October 2008, the parties agreed to arbitrate the breach of
5 contract claim, and to stay the remaining claims pending resolution of that
6 arbitration. Specifically, they stipulated that "once the arbitration of that [breach
7 of contract] claim is concluded, this matter may be re-activated so that this Court
8 may address any remaining claims for Patent Infringement and Unfair
9 Competition." The parties further stipulated that "once the arbitration is
10 concluded, this Court may determine what, if any, impact the decision in the
11 arbitration has on the other claims raised in the Complaint," and that "*this court*
12 *will retain jurisdiction to decide Uniloc's claims for Patent Infringement* and
13 *Unfair Competition to the extent that either party contends any claims or issues*
14 *remain in accordance with applicable law.*" A copy of this Stipulation is attached
15 hereto as Exhibit C. This Court then ordered a stay pending the outcome of the
16 arbitration, specifically noting that it "*shall retain jurisdiction* over Uniloc's
17 Patent Infringement and Unfair Competition Claims, and shall re-activate the
18 matter upon application of the parties upon completion of the arbitration to allow
19 the continuation of the action as to any claims and issues which either party may
20 contend remain to be resolved in accordance with applicable law." A copy of this
21 Order is attached hereto as Exhibit D.

22 11. The narrow issue to be addressed in the arbitration was whether,
23 *assuming* (without admitting) that the accused technology was covered by the
24 '216 patent, the 2002 agreement was breached. If the arbitrator determined that
25 there was no breach of contract (with the foregoing assumption), then XstreamLok
26 would have remained licensed to the patent (and Symantec, as XstreamLok's
27 customer, would be protected from liability by the patent exhaustion doctrine).
28 If, on the other hand, the arbitrator determined that there was a breach and

1 termination of the contract (again, with the foregoing assumption), then the issue
2 of whether XstreamLok and Symantec in fact practiced the '216 patent would be
3 squarely presented to this Court for adjudication. The parties stipulated that the
4 arbitration would not cover or address the issue of whether the technology was in
5 fact covered by the '216 patent, with that question being reserved exclusively for
6 Judge Carter's court. The parties further stipulated that this Court would retain
7 jurisdiction to resolve the infringement and other issues after the conclusion of the
8 arbitration.

9 12. In September 2009, the arbitrator issued her ruling, expressly
10 noted that no ruling was rendered on the substantive issue of whether the
11 XstreamLok technology practiced the patent, and held that, in light of the parties'
12 stipulated arbitration assumption, royalties had been underpaid and, as a result, the
13 contract had been breached and terminated. She ordered XstreamLok to pay the
14 Uniloc entities the amount she calculated as the underpayment, with interest.
15 XstreamLok did in fact pay this award to Uniloc. The payment, however, was
16 subject to the express reservation by XstreamLok of the right to seek return of the
17 money, because that money would never have been due and owing to Uniloc if
18 (and thus was not owing to Uniloc because), as XstreamLok and Symantec have
19 always contended, the XstreamLok technology is not covered by the '216 patent.

20 13. After the arbitration concluded, rather than return to this Court to
21 have the remaining issues resolved, on November 30, 2009, Uniloc unilaterally
22 dismissed the then-pending action, under Federal Rule of Civil Procedure 41(a).
23 Simultaneously, Uniloc filed an action for infringement of the '216 patent against
24 other defendants in the Eastern District of Texas. In fact, since dismissing the
25 lawsuit in this Court, Uniloc initiated no fewer than six lawsuits against at least
26 77 defendants in the Eastern District of Texas, alleging infringement of the
27 '216 patent.

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1 14. In its latest Texas lawsuit filed on September 14, 2010
2 (Civil Action No. 6:10-CV-472), Uniloc sued Symantec again for infringement of
3 the same patent, despite the parties' earlier Stipulation and this Court's Order.
4 After having voluntarily submitted to (and, indeed, affirmatively invoked) this
5 Court's jurisdiction, and after stipulating that its infringement claim against
6 Symantec would be decided in Judge Carter's court in this District (and where its
7 headquarters are located), Uniloc simply tried to do an end run around this Court in
8 favor of a different forum with little connection to either party.

9 15. Uniloc's allegations in the Texas actions are revealing. In the first
10 three of the Texas actions, Uniloc USA, Inc. (the purported exclusive licensee of
11 the '216 patent) alleges that it is a Rhode Island corporation, as it had alleged in
12 this Court in its 2008 action against Symantec and XtreamLok. In the next three
13 actions, including the one against Symantec, Uniloc USA alleges instead that it is a
14 Texas corporation. In all actions, however, Uniloc USA admits that its principal
15 place of business is in Irvine, California. On information and belief, the Texas
16 corporation was formed in July 2010, only weeks before Uniloc sued Symantec.

17 16. Symantec and XtreamLok file this action to finish what Uniloc
18 started in this forum. Symantec and XtreamLok deny that any of their products
19 infringe or have ever infringed any claim of the '216 patent, and also deny that the
20 '216 patent is valid. Because it does not and has never practiced the '216 patent,
21 and because the patent is invalid in any event, XtreamLok also seeks the return of
22 the money paid to Uniloc in connection with the arbitration, which must be
23 returned upon a finding that, contrary to the assumption utilized in the arbitration,
24 no valid claim of the '216 patent is or was infringed by the XtreamLok technology.

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FIRST CLAIM FOR RELIEF

(By Symantec and XstreamLok Against All Defendants)

Declaratory Relief Regarding Non-Infringement

17. Symantec and XstreamLok incorporate herein the allegations of paragraphs 1-16.

18. An actual and justiciable controversy exists between Symantec and XstreamLok on the one hand, and Uniloc on the other, as to the non-infringement of the '216 patent.

19. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, Symantec and XstreamLok request a declaration of the Court that they do not infringe and have not infringed any claim of the '216 patent.

SECOND CLAIM FOR RELIEF

(By Symantec and XstreamLok Against All Defendants)

Declaratory Relief Regarding Invalidity

20. Symantec and XstreamLok incorporate herein the allegations of paragraphs 1-19.

21. An actual and justiciable controversy exists between Symantec and XstreamLok, on the one hand, and Uniloc on the other, as to the invalidity of the '216 patent.

22. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, Symantec and XstreamLok request a declaration of the Court that the '216 patent is invalid under the Patent Act, 35 U.S.C. §§ 41 *et seq.*, including but not limited to sections 101, 102, 103, and 112.

THIRD CLAIM FOR RELIEF

(By XstreamLok Against All Defendants)

Money Paid to Defendants (Common Law)

23. XstreamLok incorporates herein the allegations of paragraphs 1-22.

1 3. That Uniloc, and all persons acting on its behalf or in concert with
2 it, be permanently enjoined and restrained from charging, orally or in writing, that
3 the '216 patent is infringed by XtreamLok, directly or indirectly;

4 4. That Uniloc return forthwith to XtreamLok the money that
5 XtreamLok paid to Uniloc pursuant to the arbitrator's conditional award, plus
6 interest;

7 5. That XtreamLok be awarded its costs, expenses and reasonable
8 attorney fees in this action; and

9 6. That XtreamLok be awarded such other and further relief as the
10 Court may deem appropriate.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs respectfully demand a jury trial in this action, as to all issues
13 so triable.

14 Dated: October 1, 2010

15 LATHAM & WATKINS LLP

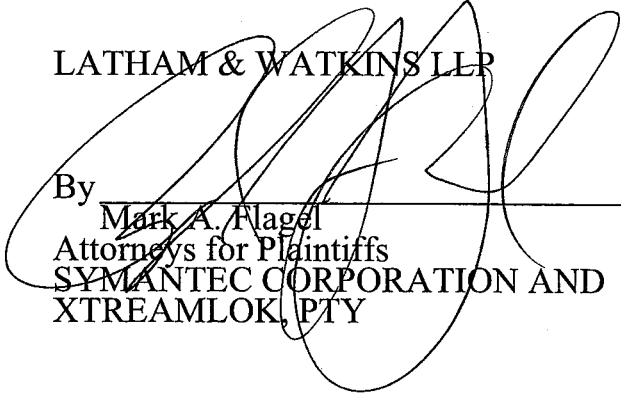
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17 By 
18 Mark A. Flagg
19 Attorneys for Plaintiffs
20 SYMANTEC CORPORATION AND
21 XTREAMLOK, PTY
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EXHIBIT A



US005490216A

United States Patent [19]
Richardson, III

[11] **Patent Number:** **5,490,216**
 [45] **Date of Patent:** **Feb. 6, 1996**

[54] **SYSTEM FOR SOFTWARE REGISTRATION**

[75] **Inventor:** **Frederic B. Richardson, III**,
 Brookvale, Australia

[73] **Assignee:** **Uniloc Private Limited**, Singapore

[21] **Appl. No.:** **124,718**

[22] **Filed:** **Sep. 21, 1993**

[30] **Foreign Application Priority Data**

Sep. 21, 1992 [AU] Australia PL4842
 Oct. 26, 1992 [AU] Australia PL5524

[51] **Int. Cl.⁶** **H04L 9/00**

[52] **U.S. Cl.** **380/4; 380/23**

[58] **Field of Search** **380/3, 4, 23, 24, 380/25**

[56] **References Cited**

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WO9209160 5/1992 WIPO .

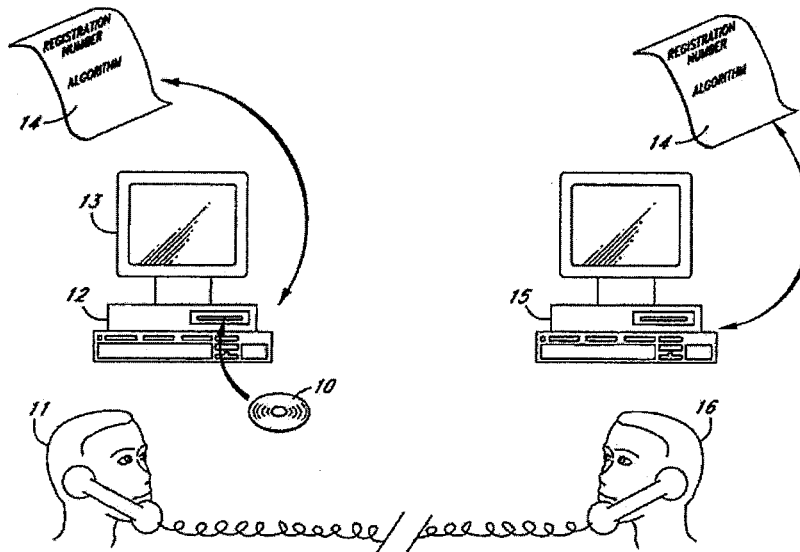
Primary Examiner—David C. Cain

Attorney, Agent, or Firm—Knobbe, Martens, Olson & Bear

[57] **ABSTRACT**

A registration system allows digital data or software to run in a use mode on a platform if and only if an appropriate licensing procedure has been followed. Preferably, the system detects when part of the platform on which the digital data has been loaded has changed in part or in entirety, as compared with the platform parameters, when the software or digital data to be protected was last booted or run. The system relies on a portion of digital data or code which is integral to the digital data to be protected by the system. This integral portion is termed the code portion and may include an algorithm that generates a registration number unique to an intending licensee of the digital data based on information supplied by the licensee which characterizes the licensee. The algorithm in the code portion is duplicated at a remote location on a platform under the control of the licensor or its agents, and communication between the intending licensee and the licensor or its agent is required so that a matching registration number can be generated at the remote location for subsequent communication to the intending licensee as a permit to licensed operation of the digital data in a use mode. The code portion can be identical for all copies of the digital data. The algorithm provides a registration number which can be "unique" if the details provided by the intending licenses upon which the algorithm relies when executed upon the platform are themselves "unique".

20 Claims, 12 Drawing Sheets



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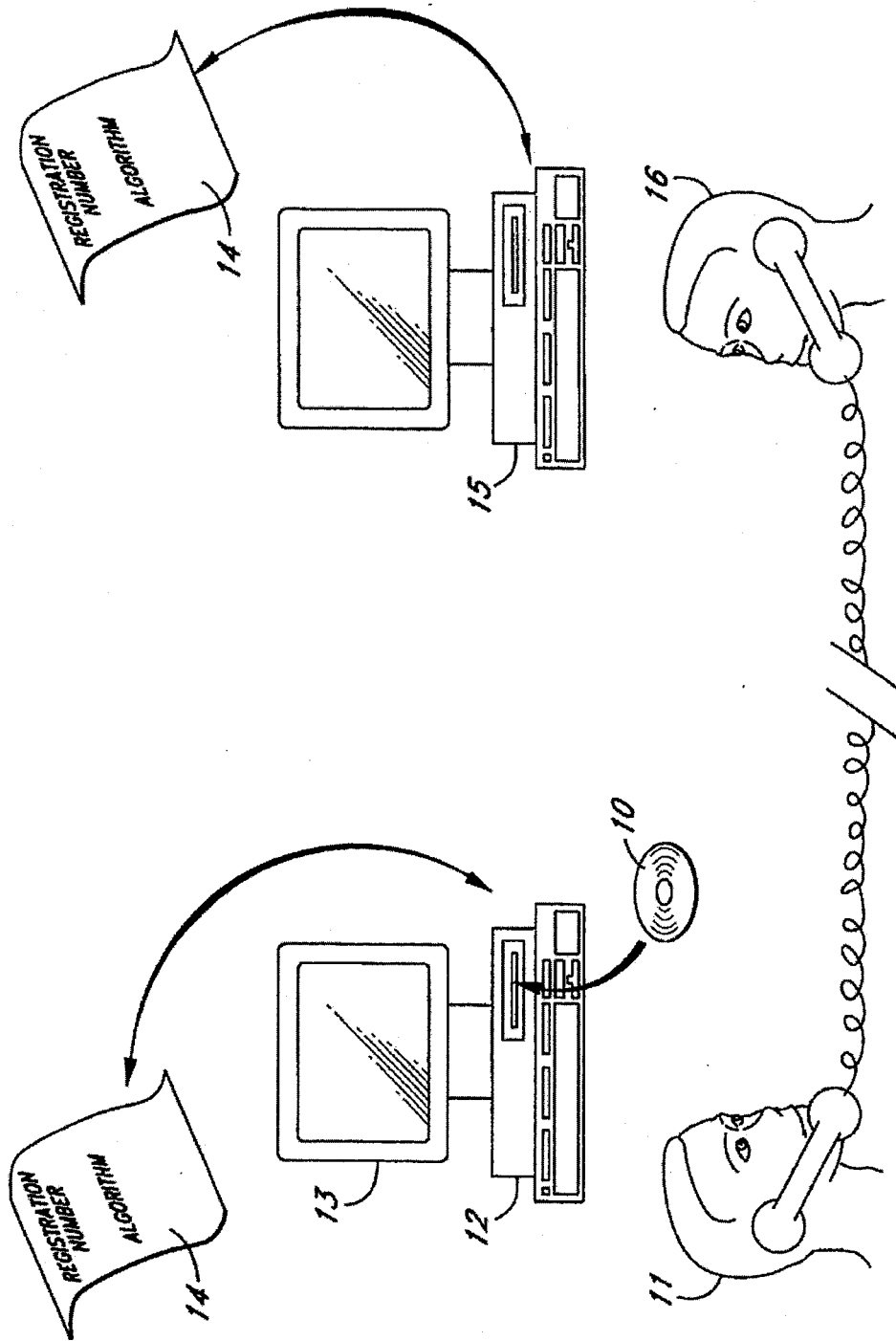


FIG. 1

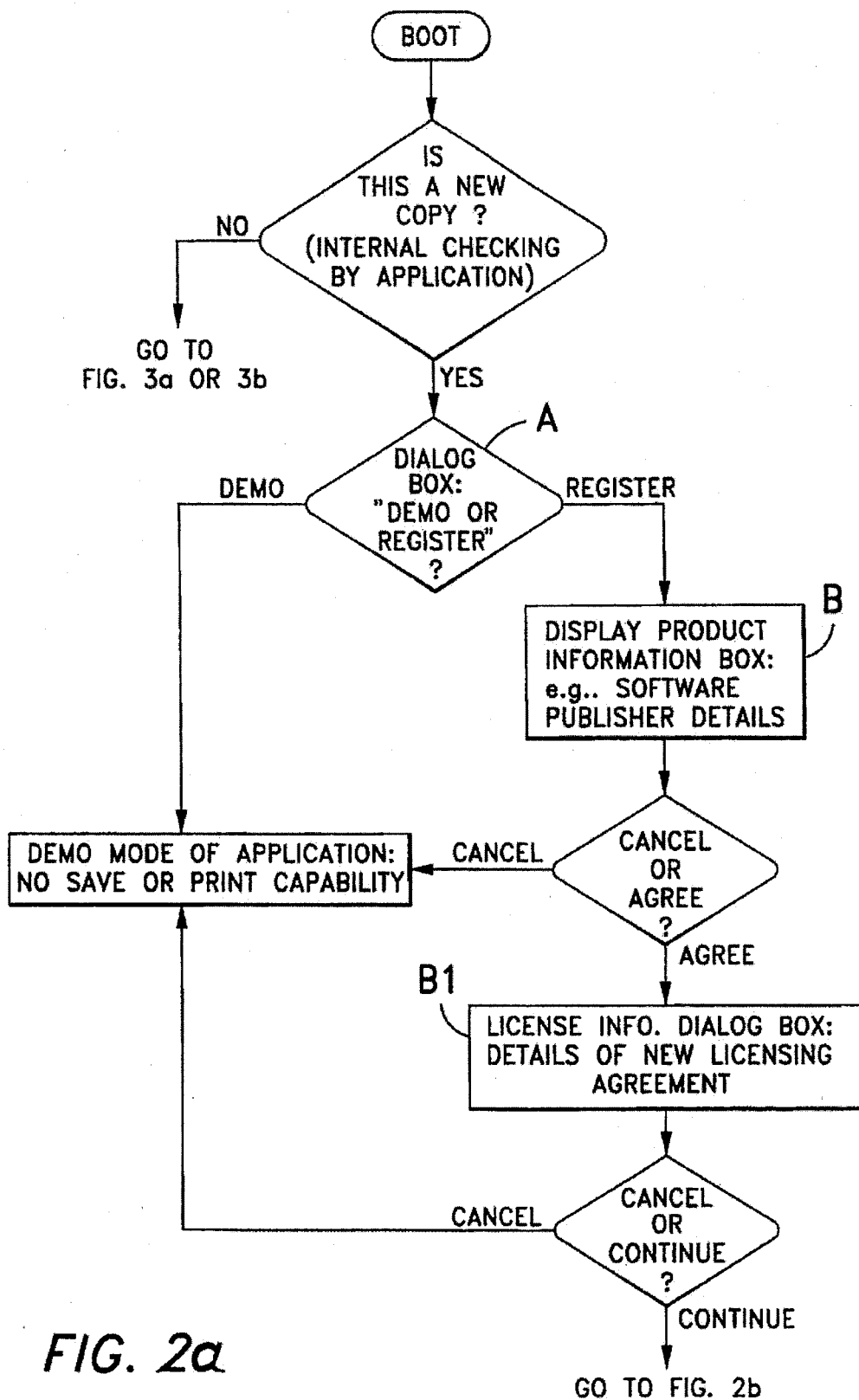


FIG. 2a

FIG. 2b

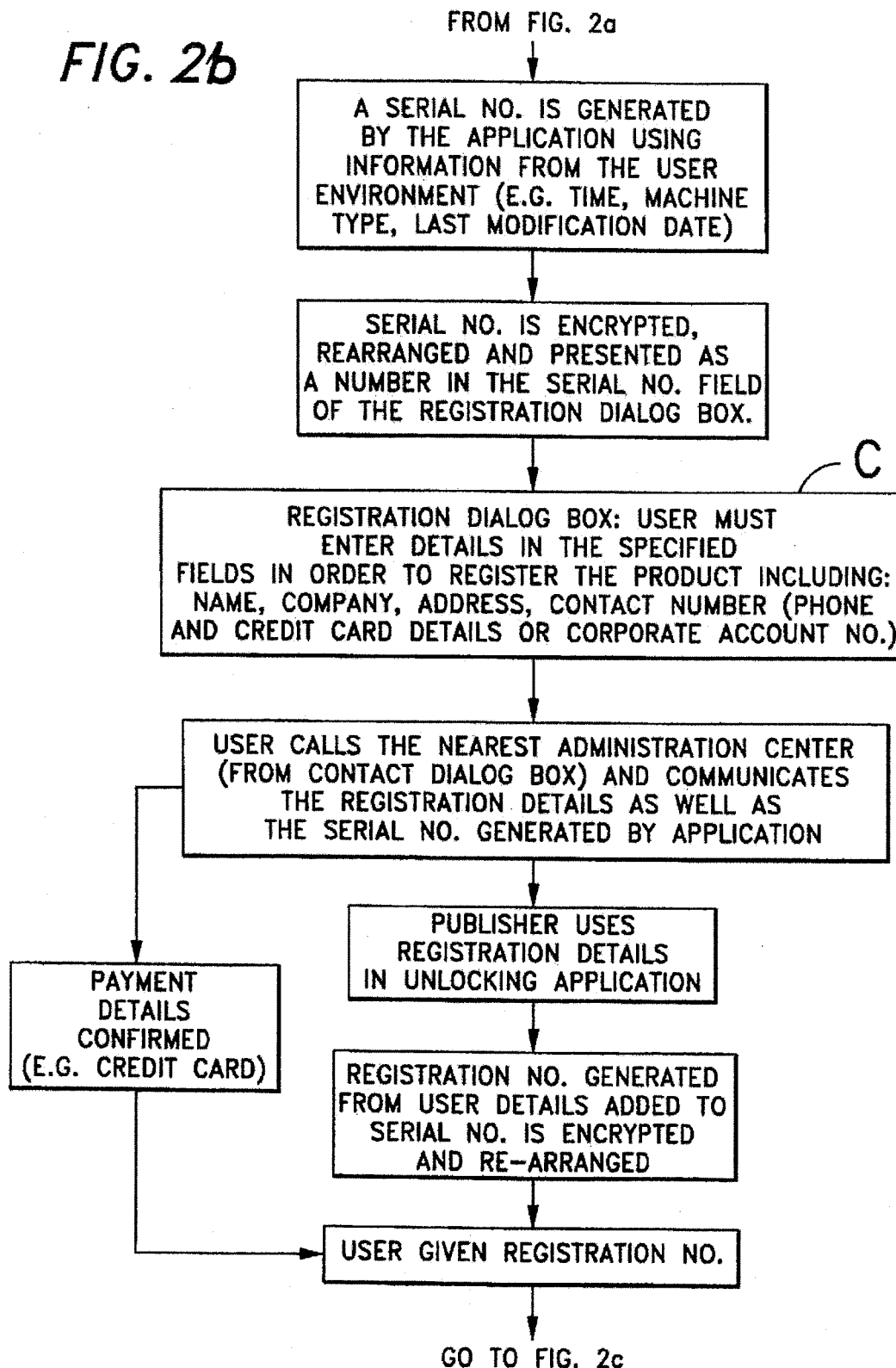


FIG. 2c

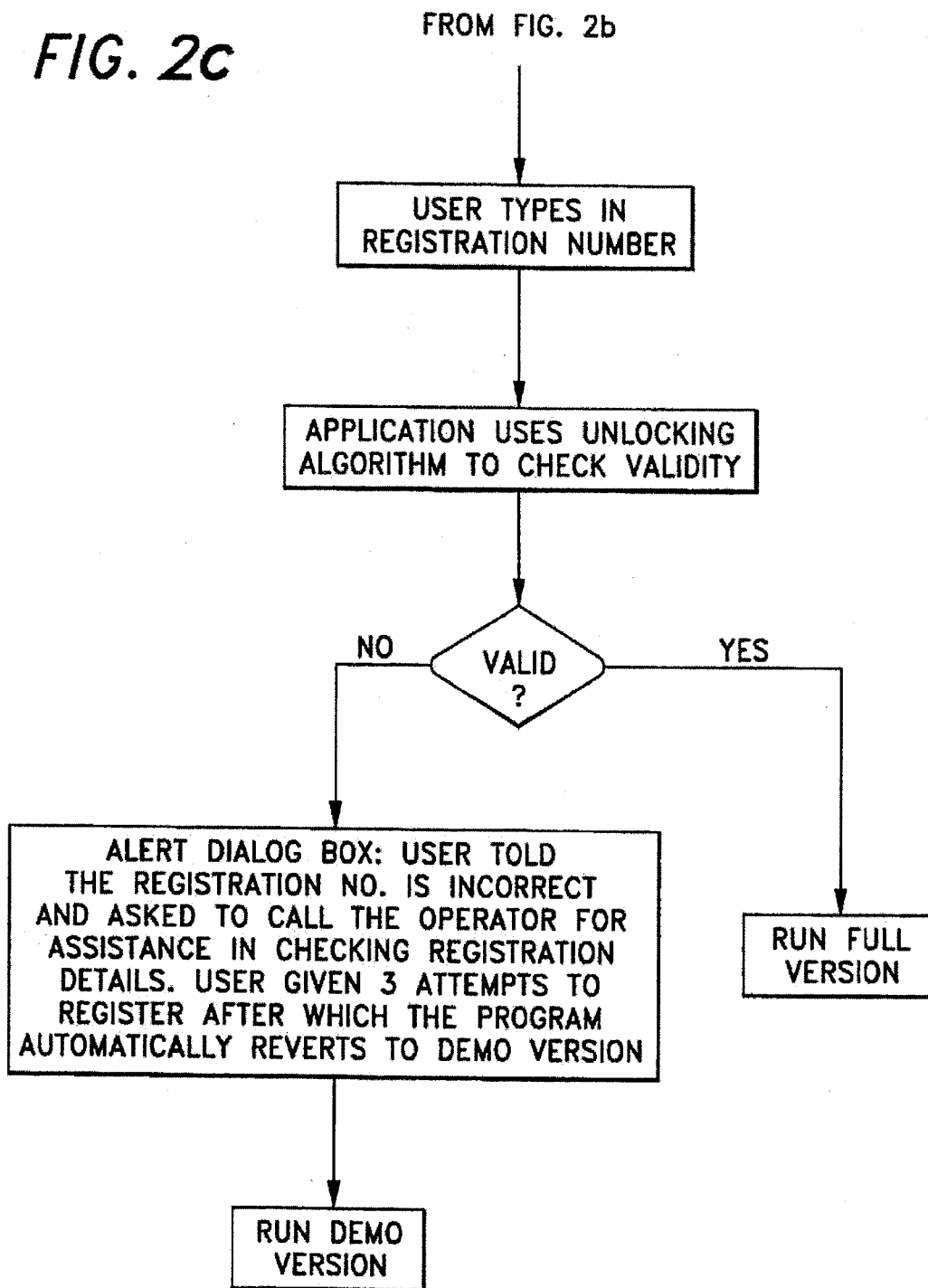
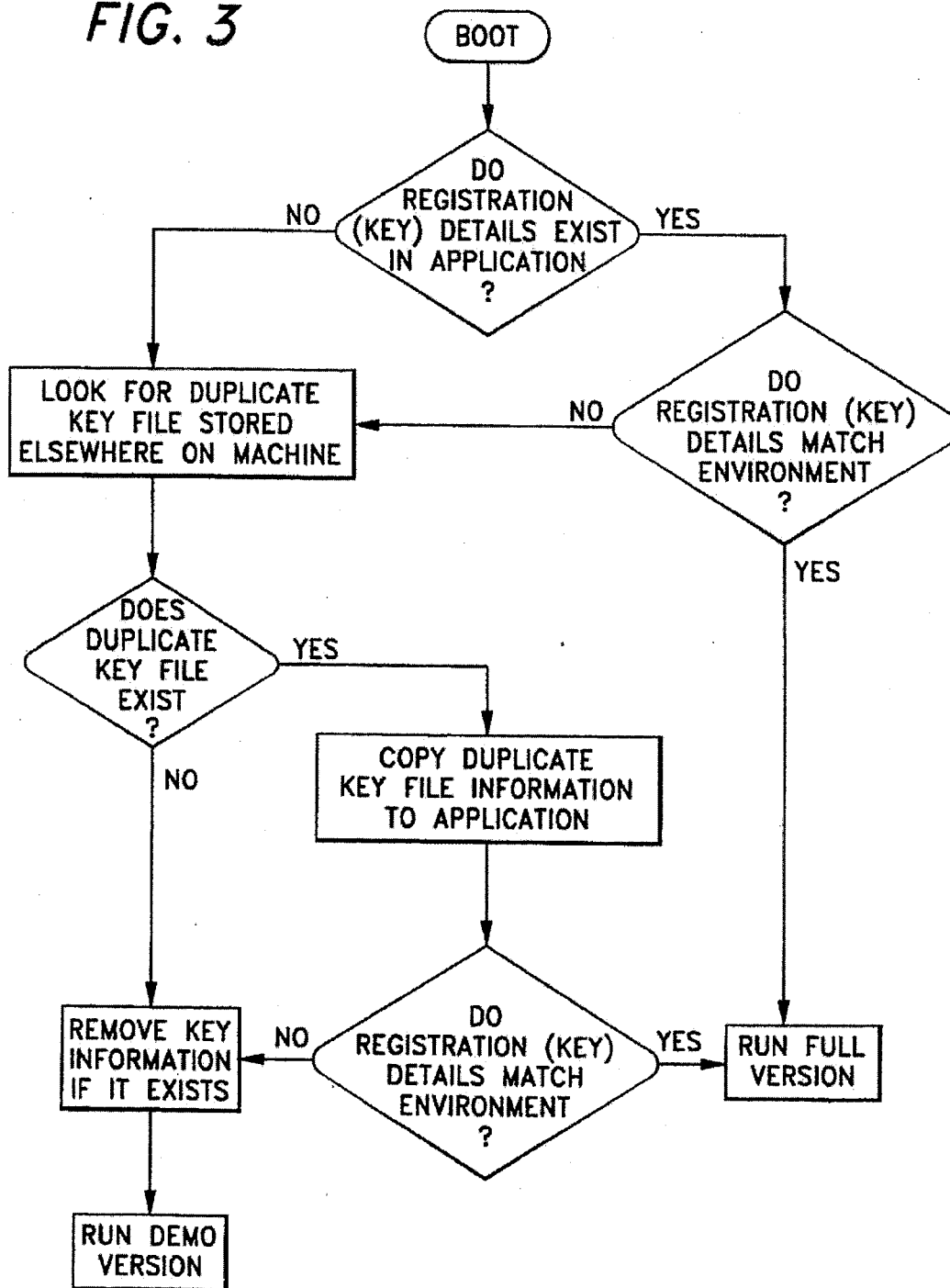


FIG. 3



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NAME:	<input type="text"/>
ORGANIZATION	<input type="text"/>
ADDRESS	<input type="text"/>
CITY	<input type="text"/>
ZIP/POST CODE	<input type="text"/>
COUNTRY	<input type="text"/>
CREDIT CARD/ORDER#	<input type="text"/>
EXPIRE DATE	<input type="text"/>
LAST USER NO.	<input type="text"/>
SERIAL NO.	<input type="text"/>
PRODUCT NO.	<input type="text"/>
YOUR USER NO.	<input type="text"/>
REGISTRATION NO.	<input type="text"/>

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FIG. 4

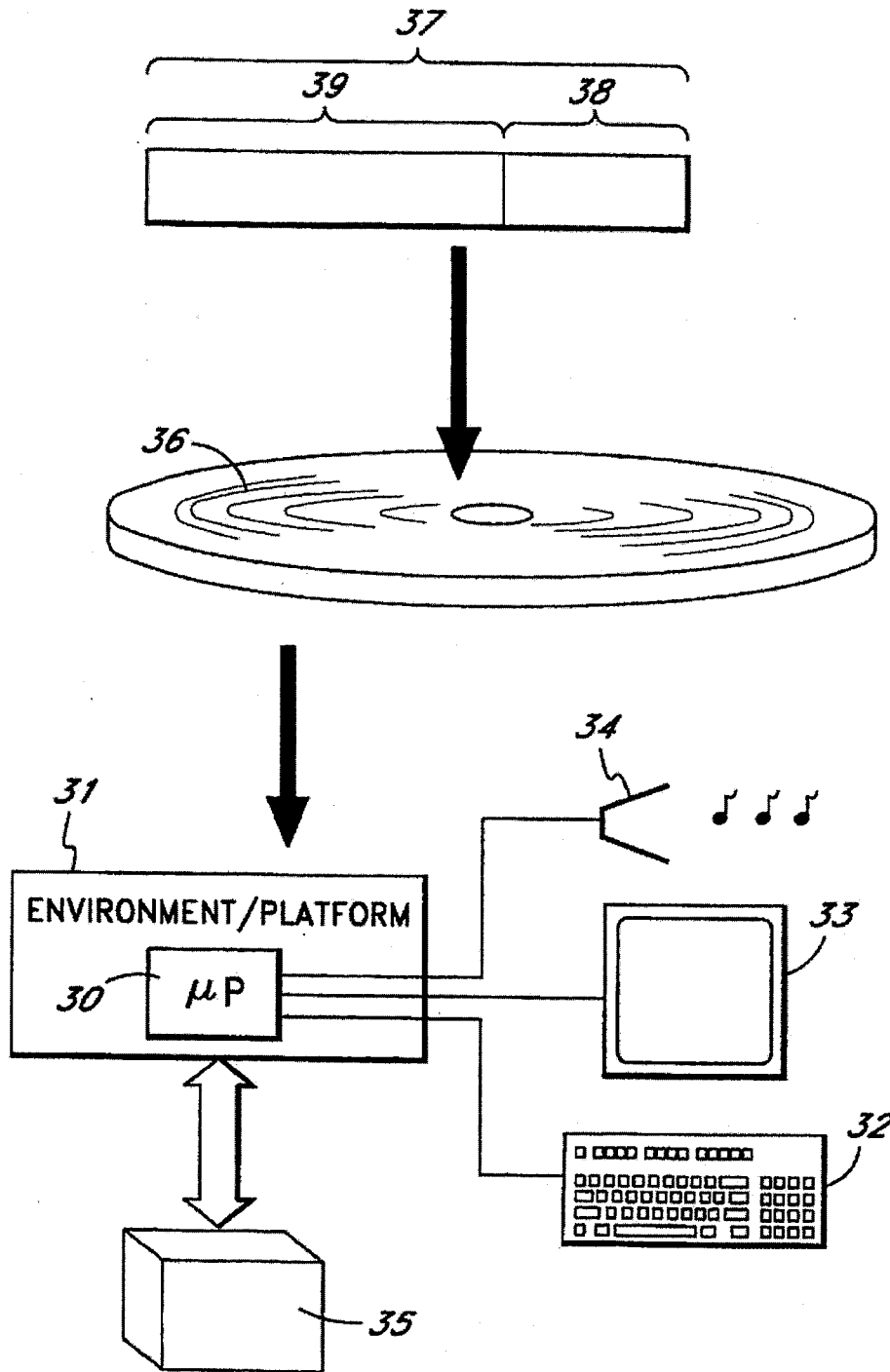


FIG. 5

U.S. Patent

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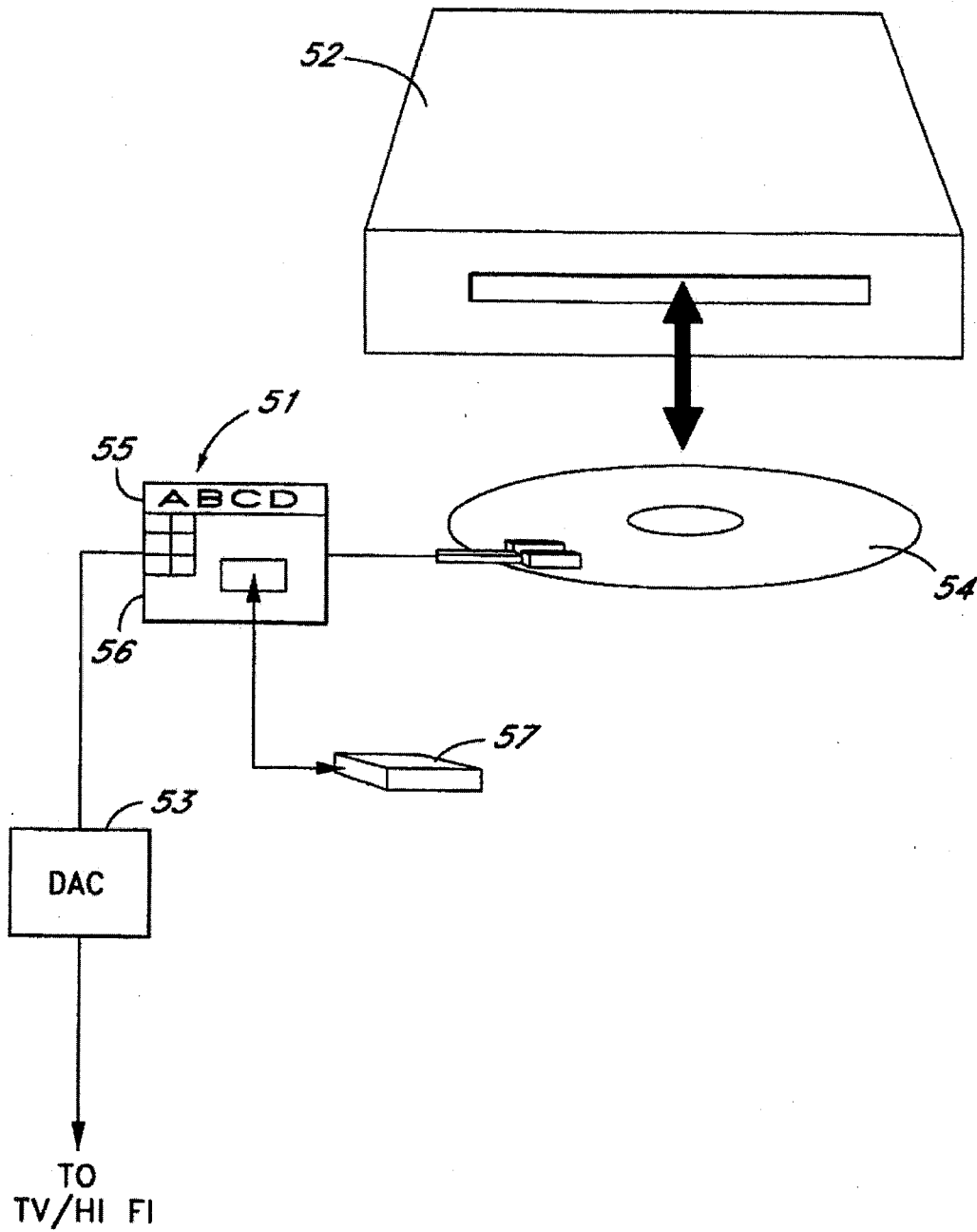


FIG. 6

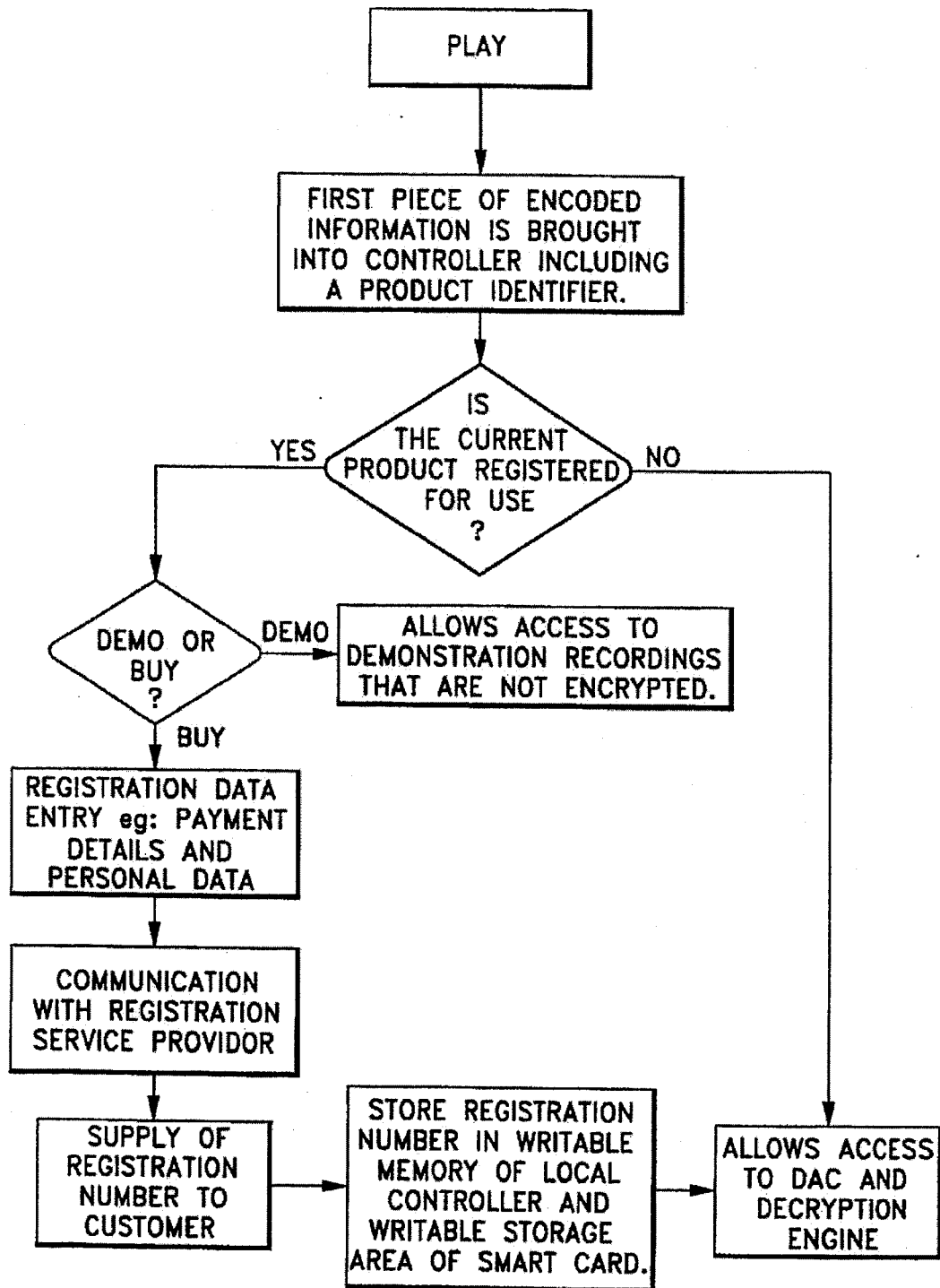


FIG. 7

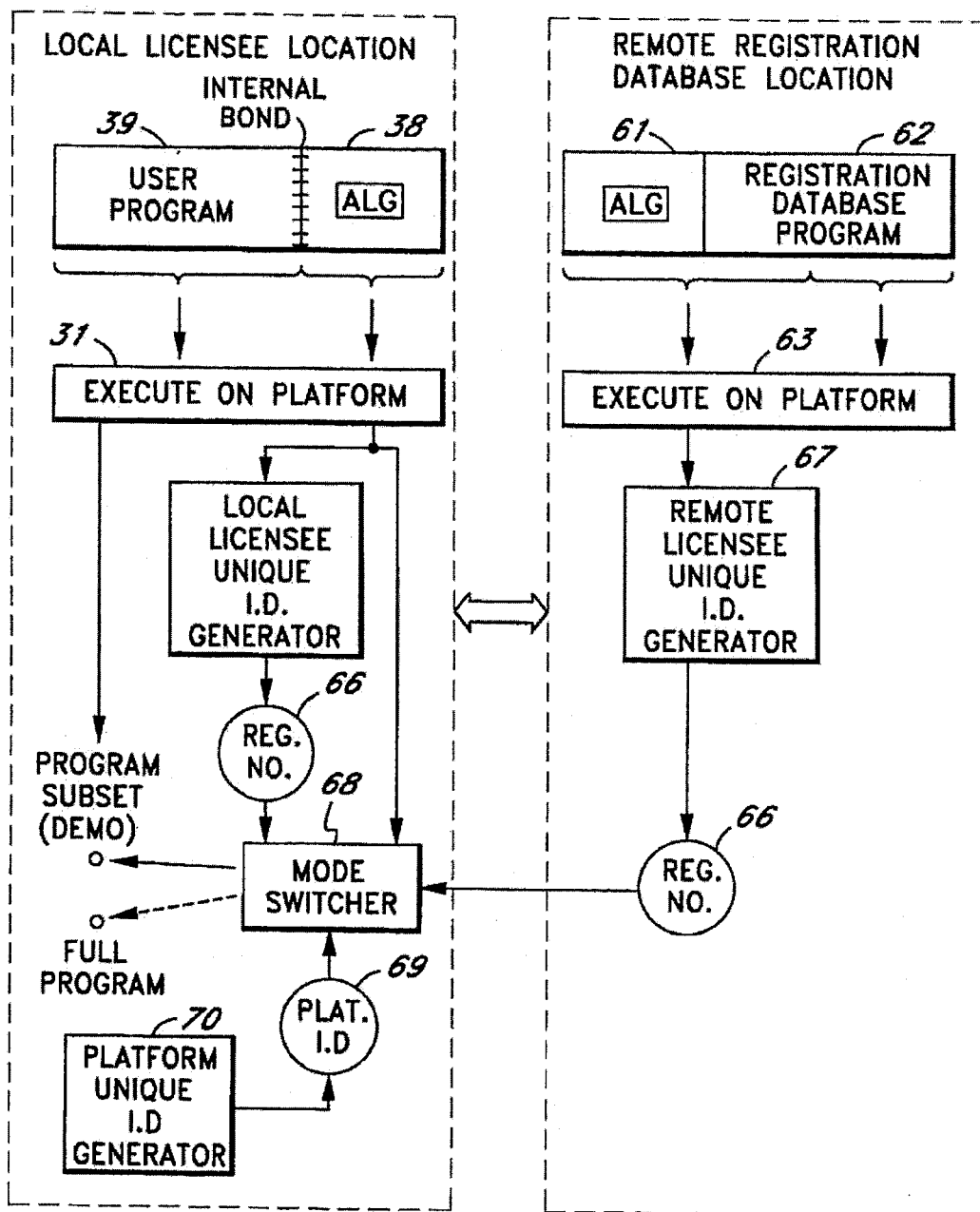


FIG. 8

U.S. Patent

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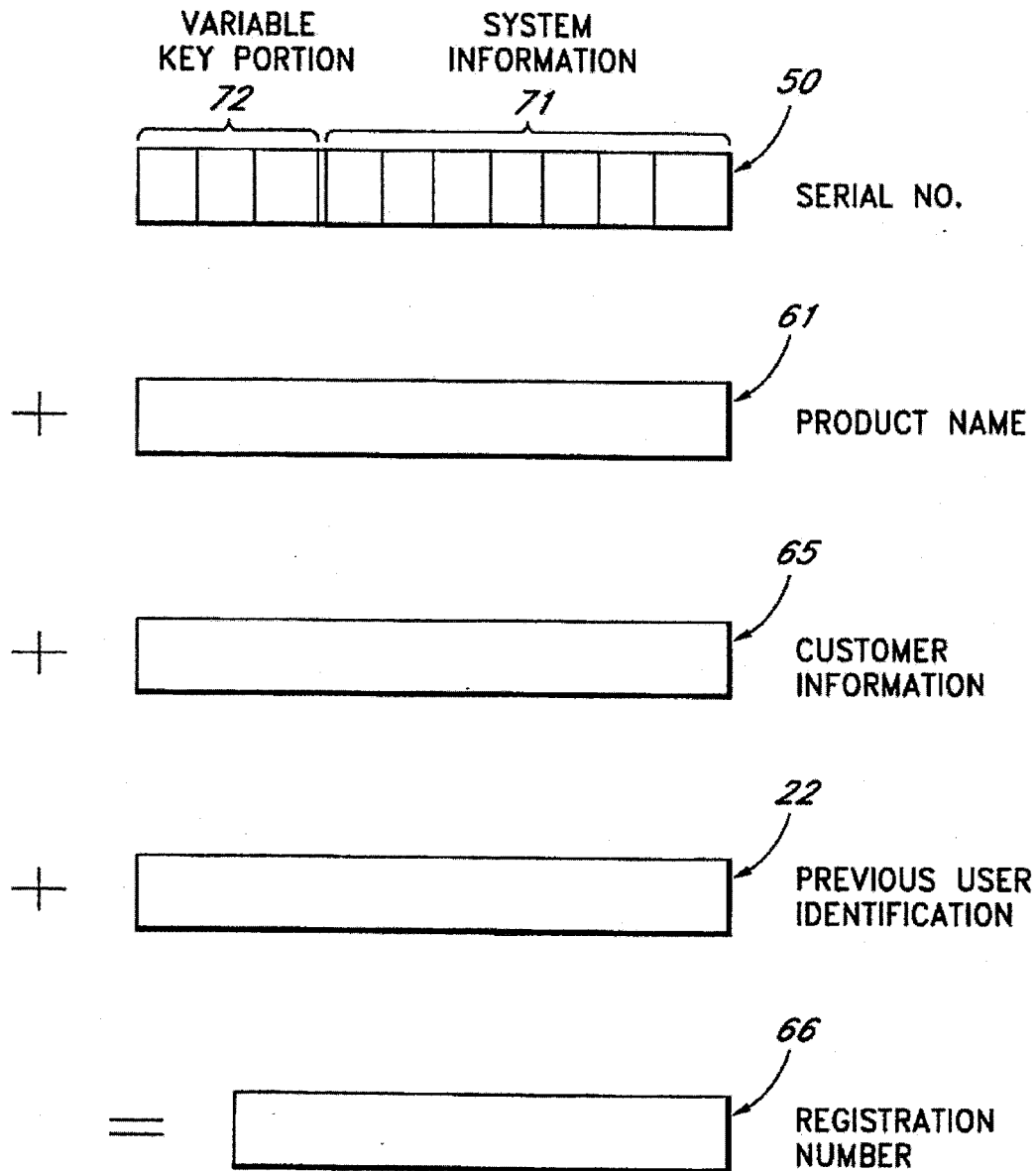


FIG. 9

U.S. Patent

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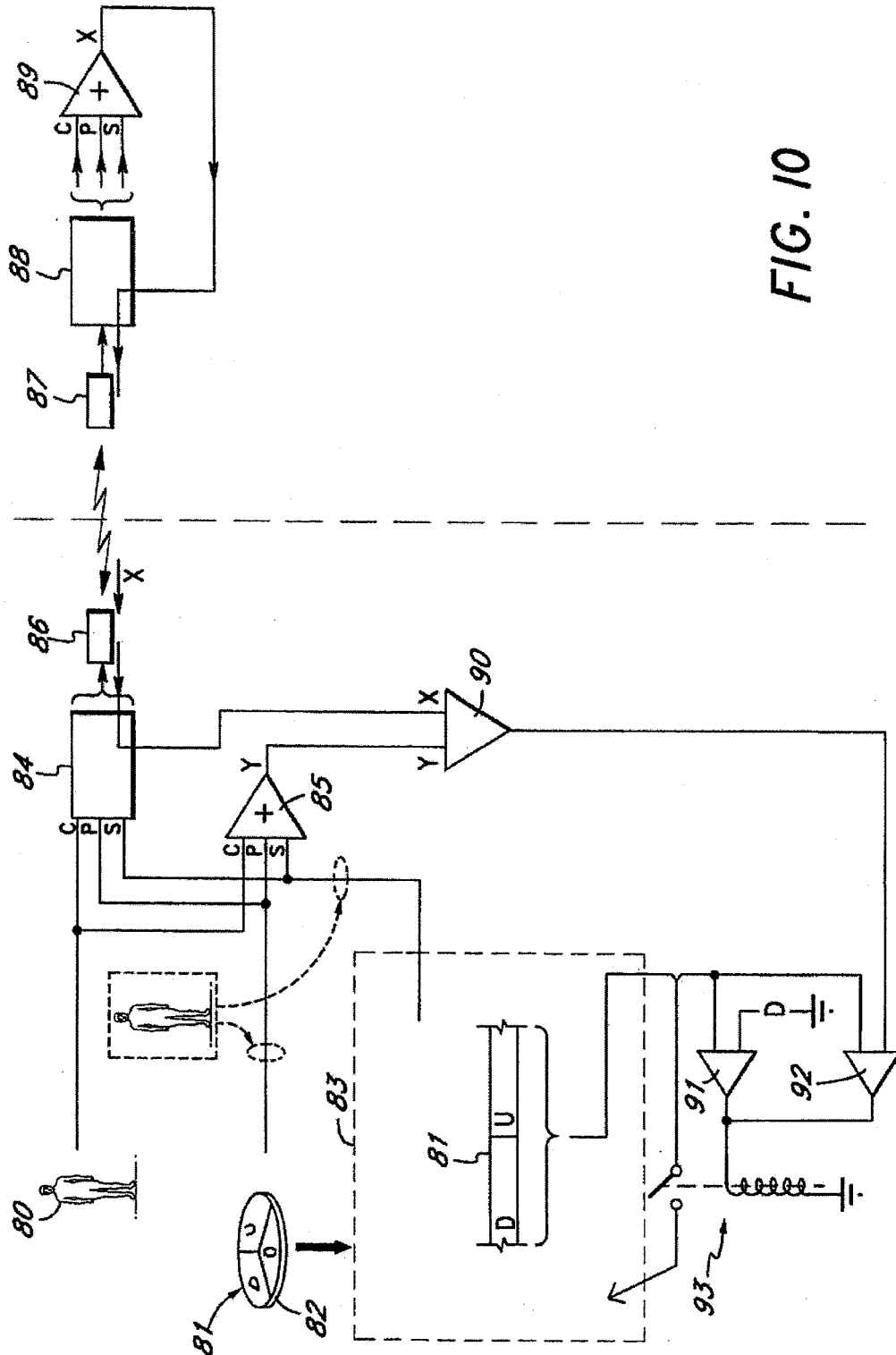


FIG. 10

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SYSTEM FOR SOFTWARE REGISTRATION

BACKGROUND OF THE INVENTION

1. Field of the Invention

This invention relates to improvements in systems for software registration and, more particularly, to improvements in arrangements where software is transferable by media such as magnetic disks, CD ROMS and the like.

2. Description of the Related Art

Much commercially available software is provided at time of purchase (or license) on a magnetic media, typically a floppy disk. Frequently the only security feature attached to the software is a simple registration number stored on the media. This registration number identifies that particular copy of the software and it is often required at the time of installation of the software onto any given computer that the installer must provide the registration number independently to the installation routines.

However, such simple security arrangements for the distribution of software on media suffer from at least two disadvantages: (1) each copy of the software made on any given media at the time of manufacture must include an individual, unique number, programmed into the media, and (2) this arrangement does not prevent copying of the software, once installed on any given computer, to another computer by means of file transfer (as opposed to reinstallation).

WO 92/09,160 to Tan Systems Corporation discloses a registration system which is relatively sophisticated which relies for its security on a requirement that an intending software licensee must obtain from a remote location by file transfer significant and essential portions of the program which the licensee desires to execute. The arrangement disclosed in WO 92/09,160 suffers from a number of deficiencies including:

- a. the shell program which the intending licensee initially executes requires a unique identity embodied within the shell prior to distribution of the shell program;
- b. the shell program is not, itself, a functional program—that is, it does not include all of the code which the intending licensee wishes to execute. That program must be obtained remotely with all the delays, inconveniences and possibilities of corruption during transit that that entails;
- c. the prior art system appears to require and indeed, rely on, encryption to ensure that the program material which is communicated from a remote location is not intercepted for utilization in an unauthorized manner; and
- d. it is unclear whether the system can accommodate and react appropriately to the situation where the program, once registered, is transferred in its entirety from one platform to another so as to avoid the requirement for payment of a further registration fee.

U.S. Pat. No. 4,796,220, assigned to Pride Software Development Corporation, discloses a system for unique recognition of a platform on which licensed software is to be executed. However, U.S. Pat. No. 4,796,220 does not contemplate or disclose utilization of information which is unique to the user or intended licensee as part of the registration process which is to be distinguished from identification of the platform upon which the software is proposed to be run.

U.S. Pat. No. 4,688,169 to Joshi broadly discloses the same principles as U.S. Pat. No. 4,796,220 in that it dis-

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closes a computer software security system which relies for its security on a "machine identification code unique to the machine" upon which the software to be protected is to be run. Again, the disclosure is limited to identification of the platform and there is no suggestion or contemplation of linking platform identification with unique user identification.

Also this arrangement does not allow the flexibility of transfer of copies of the program from platform to platform which can be run in a demonstration mode.

It is an object of the present invention to address or reduce the above-mentioned disadvantages.

Definitions

Throughout this specification the term "software" is to be interpreted broadly so as to include all forms of digital data which are executable on a platform (as to be later defined). The digital data comprising the software can, for example, be code comprising a word processing program adapted to run on a PC or the like. The software can also, for example, be digital data stored on a CD ROM adapted for playback as music on a CD ROM audio drive. The digital data can be displayable information or information which is otherwise usable by a licensed user.

Throughout this specification the term "platform" denotes an environment to be associated with a computing device such as a microprocessor or other data processing device which permits execution of the digital data (to which reference has previously been made in relation to the term "software") whereby the computer can perform functions on input and output devices associated therewith.

In some circumstances, the "software" or digital data may itself be the operating system environment. Typically, but by no means exclusively, examples of operating system environments include the MicroSoft DOS operating system, the IBM OS/2 operating system or the Macintosh System 7 environment. In the degenerate case of microcontrollers operating from ROM, the operating system environment may be the microcode of the microcontroller which enables the microcontroller to execute machine code.

In this specification, "use mode" refers to use of the digital data or software by its execution on a platform so as to fulfill the seller's/licensor's obligations in relation to the sale or license of the right to execute the digital data or software in the use mode. The use mode is to be distinguished from what might generally be termed unlicensed modes of operation (which is not to say unauthorized modes of operation) as typified by the demonstration modes later described in this specification.

SUMMARY OF THE INVENTION

In broad terms, the system according to the invention is designed and adapted to allow digital data or software to run in a use mode on a platform if and only if an appropriate licensing procedure has been followed. In particular forms, the system includes means for detecting when parts of the platform on which the digital data has been loaded has changed in part or in entirety as compared with the platform parameters when the software or digital data to be protected was for example last booted or run or validly registered.

The system relies on digital data or code which forms part of the digital data to be protected by the system. This portion of the digital data which preferably is integral to the digital data to be protected has been termed the "code portion" elsewhere in this specification. The code portion includes an algorithm adapted to generate a registration number which is unique to an intending licensee of the digital data based on

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information supplied by the licensee which characterizes the licensee.

The algorithm in the code portion is duplicated at a remote location on a platform under the control of the licensor or its agents and communication between the intending licensee and the licensor or its agent is required so that a matching registration number can be generated at the remote location for subsequent communication to the intending licensee as a permit to licensed operation of the digital data in a use mode.

Preferably, the code portion is integral with the digital data and can be identical for all copies of the digital data. It is the algorithm embedded within the code portion (and which is duplicated at the remote location) which provides a registration number which can be "unique" if the information provided by the intending licensee upon which the algorithm relies when executed upon the platform is itself "unique."

In any event, in particular preferred forms, a serial number (see further on) is included in the registration number generation algorithm which introduces an additional level of uniqueness into the registration number calculation process.

Accordingly, in one broad form of the invention there is provided a system for licensing use of digital data in a use mode, the digital data executable on a platform, the system including local licensee unique ID generating means and remote licensee unique ID generating means, the system further including mode switching means operable on the platform which permits use of the digital data in the use mode on the platform only if a licensee unique ID generated by the local licensee unique ID generating means has matched a licensee unique ID generated by the remote licensee unique ID generating means.

Preferably, the system further includes platform unique ID generating means, wherein the mode switching means will permit the digital data to run in the use mode in subsequent execution of the digital data on the platform only if the platform unique ID has not changed.

Preferably, the mode switching means permits operation of the digital data in the use mode in subsequent execution of the digital data only if the licensee unique ID generated by the local licensee unique ID generating means has not changed.

Preferably, the mode switching means includes part of the digital data.

Preferably, the remote licensee unique ID generating means comprises software which includes the algorithm utilized by the local licensee unique ID generating means to produce the licensee unique ID.

Preferably, the information utilized by the local licensee unique ID generating means to produce the licensee unique ID comprises prospective licensee credit card number, date of birth and full name and address.

Preferably, the platform unique ID generating means forms part of the digital data.

Preferably, the platform unique ID generating means utilizes hard disk information and/or other computer hardware or firmware information to determine the platform unique ID.

Preferably, the platform comprises a computer operating system environment.

Preferably, the digital data comprises a software program adapted to run under the operating system environment.

In a further broad form of the invention, there is provided a security routine or registration means attachable to software to be protected, the registration means generating a

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security key from information input to the software which uniquely identifies an intended registered user of the software on a computer on which the software is to be installed.

Preferably, the security key is generated by a registration number algorithm.

Preferably, the registration number algorithm combines information entered by a prospective registered user unique to that user with a serial number generated from information provided by the environment in which the software to be protected is to run (e.g., system clock, last modify date, user name).

Preferably, the registration means is replicated at a registration authority and used for the purposes of checking by the registration authority that the information unique to the user is correctly entered at the time that the security key is generated by the registration means.

Preferably, the registration means checks at the time of boot of the software as to whether it is a first boot of the software to be protected or a subsequent boot. If a subsequent boot is detected, then environment and user details are compared to determine whether the program reverts to a demonstration mode and a new user registration procedure is to commence, or a full version run.

Preferably, the environment details comprise one or more of disc volume name, user name or computer, initialization date of hard disk, hardware identifier (e.g., ROM checksum) or other elements which are generally not user-configurable on the platform.

In a further broad form of the invention, there is provided a method of control of distribution of software, the method comprising providing mode-switching means associated with the software adapted to switch the software between a fully enabled mode and a partly enabled or demonstration mode; the method further comprising providing registration key generating means adapted to generate an enabling key which is a function of information unique to an intending user of the software; the mode-switching means switching the software into fully enabled mode only if an enabling key provided to the mode-switching means by the intending user at the time of registration of the software has matched identically with the registration key generated by the registration key generating means.

Preferably, the enabling key is communicated to the intending user at the time of registration of the software by a third party operating a duplicate copy of the registration key generating means.

In yet a further broad form of the invention, there is provided digital data incorporating registration code, the digital data executable on a platform; the registration code comprising a portion of the digital data executable on the platform so as to switch the digital data between a demonstration mode and a use mode.

Preferably, the registration code when executed on the platform provides local licensee unique ID generating means whereby the digital data can be switched from the demonstration mode to the use mode by execution of the registration code only if a licensee unique ID generated by the local licensee unique ID generating means has matched a licensee unique ID generated by remote licensee unique ID generating means.

BRIEF DESCRIPTION OF THE DRAWINGS

Embodiments of the invention will now be described with reference to the accompanying drawings wherein:

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FIG. 1 is a schematic diagram of the relationship and interaction between an intending registered user and a registration authority of software on media secured according to a first embodiment of the invention;

FIGS. 2a, 2b and 2c are segments of a flow chart of the procedure to be followed during registration of software by a user according to a first embodiment of the invention;

FIG. 3 is a flow chart of alternative boot processes according to a second embodiment of the invention;

FIG. 4 is a personal information dialogue box relating to the procedure of FIGS. 2a, 2b, 2c in accordance with a third embodiment;

FIG. 5 is a schematic diagram of a system according to a fourth embodiment of the invention;

FIG. 6 is an implementation of the fourth embodiment of FIG. 5 in relation to a CD ROM drive;

FIG. 7 is a logic flow chart in relation to the decoder box of FIG. 6;

FIG. 8 is a block diagram of a generalized system according to a fifth embodiment of the invention;

FIG. 9 is a block diagram indicating one particular example of generation of a registration number for the system of FIG. 8; and

FIG. 10 is a schematic diagram of a sixth embodiment comprising a particular example of the generalized system of FIG. 8.

DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENT

It is to be understood that, in its various embodiments, the present invention is for the protection of digital code/software by control of permission to use the digital code/software. A hardware platform and a remote registration station implemented at least partially by means of electronic hardware are required by the various embodiments.

The code/software to be protected requires at least some adaptation to be usable with the invention in its various embodiments. The adaptation can be universal for all copies of the code/software to be protected.

First Embodiment

With reference to FIGS. 1 and 8, the system according to embodiments of the invention is designed and adapted to allow digital data 39 or software to run in a use mode on a platform 31 if and only if an appropriate licensing procedure has been followed. In particular forms, the system includes means for detecting when parts of the platform 31 on which the digital data 39 has been loaded has changed in part or in entirety as compared with the platform parameters when the software or digital data to be protected was, for example, last booted or run or validly registered.

The system relies on digital data or code 38 which forms part of the digital data to be protected by the system. This portion of the digital data, which preferably is integral to the digital data to be protected, has been termed the code portion 38 elsewhere in this specification. The code portion 38 includes an algorithm adapted to generate a registration number 66 or local licensee unique ID or registration key which characterizes the licensee. In this instance, the local licensee unique ID generator which generates the registration number comprises the execution of code 38 on platform 31.

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The algorithm in the code portion is duplicated at a remote location on a platform 67 under the control of the licensor or its agents, and communication between the intending licensee and the licensor or its agent is required so that a matching registration number or enabling key can be generated at the remote location for subsequent communication to the intending licensee as a permit to licensed operation of the digital data 39 in a use mode.

Execution of the duplicated code portion on platform 67 comprises, in this instance, the remote licensee unique ID generating means.

Mode switching means can comprise execution of the code portion which additionally performs a comparison of the locally and remotely generated registration numbers.

Preferably, the code portion 38 is integral with the digital data and can be identical for all copies of the digital data. It is the algorithm embedded within the code portion (and which is duplicated at the remote location) which provides a registration number which can be "unique" if the information provided by the intending licensee upon which the algorithm relies when executed upon the platform is itself "unique".

In any event, in particular preferred forms, a serial number (see further on) is included in the registration number generation algorithm which introduces an additional level of uniqueness into the registration number calculation process.

With particular reference to FIG. 1, a program comprising digital data protected according to a first embodiment of the invention is supplied recorded on a magnetic disk 10.

Included as part of the software on that disk 10 is a registration and re-registration routine which executes whenever the program protected by the arrangement of the first embodiment "boots".

With reference to FIG. 1 and FIGS. 2a, 2b and 2c, the operation of the security routine will be described on the assumption that the program on the disk 10 protected by the registration routine has not been registered on the platform or is otherwise being loaded for the first time.

The prospective new user 11 inserts disk 10 into the user PC 12 so as to be read by PC 12.

As part of the software installation procedure, the registration routine is activated causing a series of dialogue boxes to appear on the display 13 of the user PC 12. Having checked to ensure that the software has not previously been registered on the PC 12, a dialogue box A (in FIG. 2a) is displayed which provides the user with a choice of either seeing a demonstration of the software (which typically has features such as save and/or print disabled) or alternatively an invitation to register ownership/licensee of the software (after which all features of the software are made available to the user).

If the register option is selected or if the user cancels the demonstration in favor of registration, then a contact dialogue box B (in FIG. 2a) is presented on the display 13 which provides a list (stored on disk 10 as part of the registration routine) which provides for example, names and contact numbers of the software publishing company together with other general product information.

Following the user's indication of agreement during display of license details (box B1) to proceed to register, the user can contact the registration center after filling out the registration dialogue box C as detailed below. After selecting "continue", the registration routine begins the first step in the generation of a security key which will be unique to the current copy of the software and to certain features of the environment in which it runs.

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As shown in FIG. 2b, the first step in the generation of the security key comprises the generation of a serial number generated from the current time on the system and, in this example, the last modify date of the software and other information from the computer environment. The serial number is encrypted and rearranged and then presented as a number in the registration dialogue box on the display 13.

The registration dialogue box C (in FIG. 2b) prompts the user for details unique to that user (including, for example, name, company, address, state, contact number) together with financial details for payment for the purpose of becoming a registered user of the software protected by the registration routine (for example Mastercard or corporate account number details). This information, unique to the user, is passed through a registration number algorithm 14 (represented symbolically in FIG. 1) which generates a registration number or security key from the information unique to the user together with the serial number previously generated. The registration number or security key is not made available to the user of the PC 12 by the PC 12.

An identical registration number algorithm 14 resides on the registration authority PC 15. As an integral part of the registration procedure, the prospective new user 11 communicates the information unique to the user which was entered by the user on the user PC 12, along with the serial number generated by the user's algorithm, to the registration authority 16. The registration authority feeds this information into the registration authority PC 15 wherein the registration number algorithm 14 should produce an identical registration number or security key to that produced by the user PC 12 if the details communicated to the registration authority by the prospective new user 11 match with the details that have been entered on the user PC 12. Optionally, the user can communicate the information to the registration authority electronically, e.g., by fax or modem or tone phone.

As a final stage in registration (refer to FIG. 2d), the registration authority 16 provides the registration number generated by the registration authority PC 15 to the user 11. The user 11 enters the registration number into the user PC 12 where the registration routine checks to see whether the entered registration number matches the calculated registration number. If the two match, then a valid registration has taken place and access is provided by the registration routine to a full operating version of the software protected by the registration routine. If there is no match and a preference file (which stores the user details) does not exist then a dialogue box D (FIG. 2c) appears on the display 13 of user PC 12 providing the prospective new user 11 with the opportunity to check his/her details or switch to the demonstration version of the software protected by the registration routine.

Again, the registration authority PC 15 can provide to PC 12 the registration number which it generates by electronic means such as modem communication.

It will be evident that it is not obvious to the prospective new user 11 that the registration number which unlocks the full version of the software protected by the registration routine is, in fact, generated from an algorithm residing on the magnetic disk 10 and that it forms part of the software to which access is desired.

In this manner, the registration procedure outlined above ensures that exactly the same details entered by the prospective new user on his/her user PC 12 are those details recorded by the registration authority 16. It will also be evident that the procedure does not require each magnetic disk 10 containing a copy of the software to be protected to have a unique registration number recorded on the disk at the

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time of distribution of the disk. Each copy has exactly the same registration number algorithm located upon it. A unique registration number or "security key" is generated only at the time of registration from the details supplied by the prospective new user 11.

The registration routine behaves generally as follows where any copy of the protected software boots. In this situation, the registration routine checks at the time of boot to see what registration details are present for that particular copy of the software. If no details are present, then it is assumed that the PC is booting from a newly distributed magnetic disk and registration is to occur for the first time. The registration procedure in that case is that followed in respect of FIGS. 2a, 2b and 2c.

In the event that registration details are present, then the registration routine checks a number of parameters which are expected to be unique to the environment in which the software to be protected operates. In this embodiment, the parameters checked are hard disk volume name, user name, and computer name and user password and hard disc initialization date (not generally user configurable on the Apple Macintosh computer). The registration routine then checks these parameters against the corresponding details that it finds from the operating environment of the computer on which the software is running. If a designated combination of these details matches then it is assumed that a properly authorized and registered copy of the software is running and full access to the software is allowed.

In this manner, it is quite in order for users to provide other users with copies of the software protected by the security routine. The security routine attached to the software to be protected determines from the environment in which it operates whether an additional registration fee is required. If it is determined by the registration routine that this is the case, then the registration routine has the capability to provide a fresh registration number as part of an authorized registration procedure pending which the protected software reverts to demonstration mode.

Second Embodiment

(Auto re-registration)

According to a second embodiment, a more sophisticated procedure suitable for checking at first boot and at subsequent boot is shown in flowchart form in FIG. 3.

This procedure incorporates redundancy to cope with situations where the key file containing the information from which the current use has been authorized may have been deleted or does not exist on a subsequent boot.

The distinction as against the first embodiment is that a "key file" is created at the time of registration of the software and a duplicate key file is also created at the same time. The duplicate key file is arranged to be stored on the computer at a location separate from the program to be protected. In the case of the Apple Macintosh computer the duplicate key file can be stored in the "system" folder.

Both the key file (stored with the software) and the duplicate key file are encrypted and both contain identical information. The information contained comprises:

1. The user registration details including the serial number,
2. The environment details of the computer, and
3. Details of the application protected by the security routine for which registration is to be or has been obtained.

With reference to FIG. 3, whenever the protected application boots, a check is made by the registration routine to

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determine whether registration details exist in the key file of the protected application. If they do, a comparison is made by the registration routine between what is stored in the key file and the environment to determine whether a change has taken place to the environment as compared with what is stored in the key file. If no change is detected, then the protected application is permitted to run normally.

If there are no registration details present in the key file or if the above-referenced comparison between the key file contents and the application does not show a match, then the re-registration routine of FIG. 3 looks for the existence of a duplicate key file within the environment. If a duplicate key file exists, then the information contained within that duplicate key file is copied to the application key file and comparisons as previously described as between the key file details and the environment and application are made. If the comparison is positive, then the protected application is allowed to run normally. If the comparison proves negative, then the protected application is permitted to run by the registration routine in demonstration mode only. If a duplicate key file is found not to exist at all and the internal key file, if present, brings a negative result, then the protected application is allowed to run in demonstration mode only.

This arrangement provides improved durability for the registration routine in the sense that it is less likely that the protected application will be caused to run in demonstration mode for incorrect reasons.

Third Embodiment

Tracking System

With reference to FIG. 4, a modified form of the dialogue box C of FIG. 2b is shown which includes provision for entry of "your user number" in box 21.

At the time a prospective new user enters his/her details into the other boxes comprising the dialogue box C, there is an option for the user to enter a user number into box 21. The user number is provided by the registration authority 16 as a number unique to that particular registered user. If the box 21 has the user number details inserted into it, then the registration routine, when the next copy of the protected application is made, will transfer the user number details from box 21 to the "last user number" box 22. A similar transfer will take place when next a copy is made of the protected application if and only if the person wishing to register the next copy enters their user number details in box 21. If they do not, then the last user number details in box 22 remain as before. In this manner, a tracking system is available to the registration authority in the form of a tree where any given copy is identified by its ancestry based on current and previous user number as entered into boxes 21 and 22.

Self-Serialization

In a particular embodiment, a process termed "self-serialization" can be utilized to produce the serial number 50 which is displayable to the user/licensee as illustrated in FIG. 4.

The serial number 50 is disguised by use of a random or pseudorandom number input to the algorithm which generates the serial number at the time of first boot of the software as part of the initial registration procedure. For example, the serial number, when generated by the self-serialization process, can be generated by a random number routine forming part of the registration software or it can be generated by the registration software with reference to data which is available in a widely varying fashion on the platform on which the software is located—for example, a time reference on the

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platform. The serial number 50 generated by the self-serialization process can be a required input to the registration algorithm from which the registration number is generated. Clearly, the serial number 50, as determined and displayed to the user, will then be required to be communicated to the registration authority for input to the registration authority's registration number generating algorithm.

It will be observed that a serial number 50 generated in this manner is likely to be displayed as a different number on each platform on which the software to be protected is to be run and comprises a randomized input to the registration algorithm which is determined and determinable only at the time of registration.

Fifth Embodiment

With reference to FIG. 5, there is shown in schematic form a microprocessor 30 adapted to operate under an operating system or upon a platform 31 such as, for example, MicroSoft DOS or Macintosh System 7. The platform 31 allows relatively high level commands to be used to cause the microprocessor 30 to interact with input/output devices such as keyboard 32, monitor 33, loudspeaker 34, memory 35 and magnetic or CD ROM disk 36.

By way of example a word processing program comprising a length of code or digital data 37 has been copied onto disk 36.

The digital data 37 includes registration code portion 38 and use code portion 39.

The digital data 37 is arranged in such a way that when microprocessor 30 seeks to first execute the digital data 37 by way of operating system or platform 31 the digital data comprising the registration code portion 38 is caused to execute first in a manner previously described in reference to the first embodiment of the invention. The execution of the digital data comprising the registration code portion 38 in conjunction with the operating system or platform 31 comprises a mode switcher which will permit the microprocessor 30 to execute the use code portion 39 of digital data 37 only in a demonstration mode unless and until registration involving reference to an external registration authority is first completed successfully. This registration procedure is as previously described with reference to the first embodiment.

The digital data 37 can comprise, for example, a word processing program such as Wordperfect 6.0 available from Wordperfect Corporation. The registration code portion 38 is integral with the digital data 37 comprising the word processing program. The registration code portion 38 includes the algorithm for calculation of the registration number as previously described in respect of other embodiments of the invention.

It will be appreciated that the registration code portion 38 effectively forms simply a part of the software or digital data 37 to be protected/registered and that the digital data 37 will be or can be identical for all copies of the word processing program produced. The registration code portion 38 allows a unique link to be made between the digital data 37 and an individual authorized or licensed to use the digital data 37 by way of initial execution of a copy of the digital data comprising registration code portion 38.

With reference to FIGS. 6 and 7, a specific realization of the fifth embodiment will be described.

With particular reference to FIG. 6, a decoder 51 is interposed in the datapath from the CD in CD player 52 and a digital-to-analog converter 53. The digital-to-analog con-

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verter 53 is the device by which digitally encoded musical or video information residing on CD ROM 54 is converted to analog form suitable for playback on current mass produced television sets (video) or hi-fi sets (audio).

The decoder 51 comprises part of the platform upon which the digital data 37 is executed and includes means to interpret the code portion 38 of the digital data 37 whereby the registration system is implemented such that the digital data 37 and, more particularly, the use code portion 39 of that digital data 37 can be executed on the platform in a use mode only if the registration procedure to which reference has been made in respect of previous embodiments has been performed.

The registration code portion 38 can include a preview or demonstration related to a subset of the balance of the digital data on the CD 54 which can be executed by the platform without license.

The decoder 61 includes LCD display 55 and keypad 56 whereby the licensee can enter information via keypad 56 and receive information via the LCD display 55 for the purpose of the registration procedure.

In addition a smart card (SRAM) 57 is receivable by the decoder 81 for the purpose of customizing or amending operation of the decoder 51.

With reference to FIG. 7, the registration procedure following insertion of CD 54 into CD player 52 is as follows. The user operates the play control and decoder 51 reads from CD 54 code portion 38 of digital data 37 located thereon and executes this code so as to determine whether the digital data is already licensed for the platform. If not, a demonstration is communicated via digital-to-analog converter 63 whilst the user determines whether to register as a licensee of the digital data 37 in the manner indicated in the flowchart of FIG. 7.

Sixth Embodiment

With reference to FIG. 8, there is shown a block diagram of a system according to a further embodiment of the invention which is to be read in the context of the earlier generalized description in respect of FIG. 1.

The system illustrated in FIG. 8 operates in the manner generally described in respect of previous embodiments and as generally outlined in the diagram. In the context of the block C illustrated in FIG. 4, and with reference to FIG. 9, the algorithm, which generates the unique user identification and which is resident both as the registration code portion 38 in digital data 37 integrally bound to use code portion 39 for execution on local platform 31 and also as remote algorithm 61, is attached to registration database program 62 for execution on the remote platform 63.

The algorithm, in this embodiment, combines by addition the serial number 50 with the software product name 64 and customer information 65 and previous user identification 22 to provide registration number 66.

As discussed earlier, all of the items to be summed, namely items 50, 64, 65 and 22 must be communicated to the remote licensee unique ID generator 67 by the intending licensee whereby algorithm 51 causes the production of a registration number 66 which matches identically with the locally produced registration number. When mode switcher 68 verifies the match, then the mode switcher 68 allows execution on platform 31 of the full user program 39.

Prior to allowing execution of the full program, mode switcher 68 will also check whether platform ID 69 has

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changed as provided to it by platform unique ID generator 70.

In this embodiment, serial number 50 is comprised of two components, namely system information 71 and a variable key portion 72. The variable key portion 72 provides the characteristic of self serialization described earlier in the specification and, in this embodiment, is generated at the time of registration on platform 31 by reference to a variable platform parameter, in this case reference to system time information, although other parameters which are variable can be utilized in other embodiments.

System information 71 can include information which identifies the hardware comprising the platform 31 on which the user program 39 is to be executed such as, for example, CPU number (where available), or unique parameters associated with the firmware in use. The system information, optionally, can further include system configuration information such as amount of memory, type of processor etc.

It will be noted, therefore, that serial number 50 will appear to an intending licensee when it appears on screen as per box C in FIG. 4 as an apparently random variable having no obvious link to the platform 31 or the user program 39.

However, when the serial number 50 is communicated to the remote licensee unique ID generator 67 a secondary algorithm complementary to the algorithm which generated the serial number including variable key portion 72 and system information 71 is able to "decode" or otherwise strip away the variable key portion 72 so as to make use of the system information 71 if allowable and desirable in the circumstances.

Whether the system information 71 is utilized or not, the serial number 50 generated in this manner provides an input to the algorithm which generates registration number 66 which presents as an apparently variable parameter thereby rendering "cracking" of the software registration system more difficult and unlikely.

Seventh Embodiment

The schematic diagram of FIG. 10 illustrates a substantially hardware implementation of the invention applicable, for example, for implementation of the CD arrangement of FIG. 6 or the more generalized arrangement of FIGS. 8 and 9.

In this embodiment, a prospective user 80 of digital code 81 on media 82 by its execution on platform 83 firstly inserts the media 82 into an appropriate digital code reading device within platform 83 (e.g., a floppy disk drive or a CD ROM drive).

Customer information C is provided by user 80 both direct to local encoder/decoder 84 and also to local adder or summer 85.

Additionally, product information P derived from media 82 (typically via platform 83) or else via the intermediary of the user (signified by the small man symbol) is provided to encoder/decoder 84 and to summer 85.

Finally, a serial number S derived from platform 83 is supplied either directly or via the intermediary of user 80 to encoder/decoder 84 and to summer 85.

Summer 85 acts as a local licensee unique ID generating means by combining, by addition, customer information C, product information P and serial number S in order to provide a local licensee unique ID here designated Y.

Encoder/decoder 84 transmits the serial number S, the customer information C and the product information P via

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modems 86, 87 over the public switched telephone network to a remote encoder/decoder 88 which, in turn, supplies signals S, C and P to the inputs of remote summer 89. Remote summer 89 combines these signals by addition (thereby acting as a remote license unique ID generating means) so as to provide a summed output, here termed X, which represents a licensee unique ID or enabling key which should match identically with the local licensee unique ID or registration key or registration number Y if inputs S, C and P to summers 85 and 89 are identical.

The licensee unique ID termed X is transmitted back via encoder/decoders and modems 84, 86, 87, 88 to comparator 90 which outputs a high signal if X equals Y. This condition corresponds to the local licensee unique ID matching with the licensee unique ID generated at the remote location by the remote licensee unique ID generating means generally comprising summer 89.

Digital code 81 on media 82 comprises code identified as a demonstration portion D together with code identified as a use portion U. There may be other kinds of code designated O as well.

Code 81 is executed on platform 83 (for example, a microprocessor or a substantially hardware based, dedicated playback device such as a CD drive) with the code being passed through a mode switcher comprising first gate 91 and second gate 92 together with relay 93.

First gate 91 energizes relay 93 so as to permit execution of code of type D but not code of any other type such as of type U.

Second gate 92 permits execution of any kind of code by closure of relay 93 provided only that the output of comparator 90 is high (which is to say that X equals Y or that the local licensee unique ID matches with the licensee unique ID generated by the remote licensee unique ID generating means comprising summer 89).

Comparator 90 together with gates 91, 92 and relay 93 comprise one particular form of mode switcher or switching platform 83 of various kinds of code such as the code of types D and U.

Industrial Applicability

The aforementioned may be applied either in dedicated electronic hardware or by means of more generalized digital computation devices such as microprocessors and the like whereby digital code or software (which may incorporate at least part of the code which, when executed, acts as a licensee unique ID generator) is fully enabled only after following a specified licensing procedure.

The above describes only some embodiments of the present invention and modifications, obvious to those skilled in the art, can be made thereto without departing from the scope and spirit of the present invention.

What is claimed is:

1. A registration system for licensing execution of digital data in a use mode, said digital data executable on a platform, said system including local licensee unique ID generating means and remote licensee unique ID generating means, said system further including mode switching means operable on said platform which permits use of said digital data in said use mode on said platform only if a licensee unique ID first generated by said local licensee unique ID generating means has matched a licensee unique ID subsequently generated by said remote licensee unique ID generating means; and wherein said remote licensee unique ID generating means comprises software executed on a platform which includes the algorithm utilized by said local licensee unique ID generating means to produce said licensee unique ID.

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2. The system of claim 1, wherein said local licensee unique ID generating means generates said local licensee unique ID by execution of a registration algorithm which combines information in accordance with said algorithm, said information uniquely descriptive of an intending licensee of said digital data to be executed in said use mode.

3. The system of claim 2, wherein said mode switching means permits operation of said digital data in said use mode in subsequent execution of said digital data only if said licensee unique ID generated by said local licensee unique ID generating means has not changed.

4. The system of claim 3, wherein said local licensee unique ID generating means comprises part of said digital data when executed on said platform.

5. The system of claim 4, wherein said mode switching means comprises part of said digital data when executed on said platform.

6. The system of claim 5, wherein the information utilized by said local licensee unique ID generating means to produce said licensee unique ID comprises prospective licensee details including at least one of payment details, contact details and name.

7. The system of claim 1, said system further including platform unique ID generating means, wherein said mode switching means will permit said digital data to run in said use mode in subsequent execution of said digital data on said platform only if said platform unique ID has not changed.

8. The system of claim 7, wherein said platform unique ID generating means comprises part of said digital data when executed on said platform.

9. The system of claim 8, wherein said platform unique ID generating means utilizes hard disc or other platform information to determine said platform unique ID.

10. The system of claim 1, wherein said platform comprises a computer operating system environment.

11. The system of claim 10, wherein said digital data comprises a software program adapted to run under said operating system environment.

12. A registration system attachable to software to be protected, said registration system generating a security key from information input to said software which uniquely identifies an intended registered user of said software on a computer on which said software is to be installed; and wherein said registration system is replicated at a registration authority and used for the purposes of checking by the registration authority that the information unique to the user is correctly entered at the time that the security key is generated by the registration system.

13. The registration system of claim 12, wherein said security key is generated by a registration number algorithm.

14. The registration system of claim 13, wherein said registration number algorithm combines information entered by a prospective registered user unique to that user with a serial number generated from information provided by the environment in which the software to be protected is to run.

15. The registration system of claim 12, wherein said registration system checks at the time of boot of said software as to whether it is a first boot of the software to be protected or a subsequent boot, and, if a subsequent boot is detected, then environment and user details are compared to determine whether the program reverts to a demonstration mode and a new user registration procedure is to commence or a full version run.

16. The registration system of claim 15, wherein said environment details comprise at least one element which is not user-configurable on the platform.

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17. A method of control of distribution of software, said method comprising providing mode-switching means associated with said software adapted to switch said software between a fully enabled mode and a partly enabled or demonstration mode, said method further comprising providing registration key generating means adapted to generate a registration key which is a function of information unique to an intending user of the software; said mode-switching means switching said software into fully enabled mode only if an enabling key provided to said mode-switching means by said intending user at the time of registration of said software has matched identically with said registration key; and wherein said enabling key is communicated to said intending user at the time of registration of said software; said enabling key generated by a third party means of operation of a duplicate copy of said registration key generating means.

18. The method of claim 17, wherein said registration key is also a function of the environment in which said software is installed.

19. A remote registration station incorporating remote licensee unique ID generating means, said station forming part of a registration system for licensing execution of digital data in a use mode, said digital data executable on a platform, said system including local licensee unique ID generating means, said system further including mode switching means operable on said platform which permits use of said digital data in said use mode on said platform

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only if a licensee unique ID generated by said local licensee unique ID generating means has matched a licensee unique ID generated by said remote licensee unique ID generating means; and wherein said remote licensee unique ID generating means comprises software executed on a platform which includes the algorithm utilized by said local licensee unique ID generating means to produce said licensee unique ID.

20. A method of registration of digital data so as to enable execution of said digital data in a use mode, said method comprising an intending licensee operating a registration system for licensing execution of digital data in a use mode, said digital data executable on a platform, said system including local licensee unique ID generating means and remote licensee unique ID generating means, said system further including mode switching means operable on said platform which permits use of said digital data in said use mode on said platform only if a licensee unique ID generated by said local licensee unique ID generating means has matched a licensee unique ID generated by said remote licensee unique ID generating means; and wherein said remote licensee unique ID generating means comprises software executed on a platform which includes the algorithm utilized by said local licensee unique ID generating means to produce said licensee unique ID.

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EXHIBIT B

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Attorneys for Plaintiffs,
Uniloc Corporation Pty Limited, Uniloc USA,
Inc. and Uniloc (Singapore) Private Limited

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

UNILOC CORPORATION PTY
LIMITED, an Australian Proprietary
Limited Company, UNILOC USA,
INC., a Rhode Island Corporation, and
UNILOC (SINGAPORE) PRIVATE
LIMITED, a Singapore Corporation

Plaintiffs,

v.

XTREAMLOK, PTY, an Australian
Proprietary Limited Company; and
SYMANTEC CORPORATION, a
Delaware Corporation, and DOES 1 to
10,

Defendants.

Civil Action No. _____

CV08-03574 DSF (C/x)

**COMPLAINT FOR PATENT
INFRINGEMENT, BREACH OF
CONTRACT and VIOLATION OF
CAL. BUS. & PROF. CODE §§
17200 ET SEQ**

Demand for Jury Trial

1 Plaintiffs Uniloc USA, Inc., Uniloc Corporation Pty Limited, and Uniloc
2 (Singapore) Private Limited (collectively “Uniloc”) file this complaint against
3 Defendants XtreamLok Pty Limited (“XtreamLok”) and Symantec Corporation
4 (“Symantec”), and allege as follows:
5

6 The Parties

7
8 1. Plaintiff Uniloc Corporation Pty Limited (hereinafter “Uniloc
9 Australia”) is a Proprietary Limited Company existing under the laws of
10 Australia. Plaintiff Uniloc USA, Inc. (hereinafter “Uniloc USA”) is a
11 corporation existing under the laws of Rhode Island. Plaintiff Uniloc
12 (Singapore) Private Limited (hereinafter “Uniloc Singapore”) is a limited
13 liability company existing under the laws of Singapore. Uniloc’s global
14 headquarters and principal place of business is within this judicial district at
15 3333 Michelson Drive, Suite 600, Irvine, California 92612.
16
17

18 2. On information and belief, Symantec Corporation (hereinafter
19 “Symantec”) is a Delaware corporation having a principal place of business at
20 20330 Stevens Creek Blvd., Cupertino, California 95014.
21

22 3. On information and belief, XtreamLok is a Proprietary Limited
23 Company existing under the laws of Australia. On information and belief,
24 XtreamLok is a wholly owned subsidiary of Symantec and/or Symantec is the
25 successor in interest to the business and obligations of XtreamLok.
26
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1 8. Uniloc, *inter alia*, researches, develops, manufactures and sells
2 technology security solutions, including solutions for securing software and
3 other forms of media.
4

5 9. On February 6, 1996, the United States Patent and Trademark
6 Office duly and legally issued U.S. Patent No. 5,490,216 (“the ‘216 Patent”).
7 The ‘216 Patent is entitled “System for Software Registration.” A true and
8 correct copy of the ‘216 Patent is attached hereto as Exhibit A.
9

10 10. The ‘216 Patent is generally directed to systems and methods for
11 securely registering software and other digital media to prevent software piracy.
12 Uniloc owns all rights, title, and interest in the ‘216 Patent.
13

14 11. On or about September 10, 2002, Uniloc entered into a Patent
15 License Agreement with XtreamLok. The Patent License Agreement granted
16 XtreamLok a non-exclusive license to use and sell the inventions described in
17 the ‘216 Patent in limited territories. A true and correct copy of the Patent
18 License Agreement is attached hereto as Exhibit B.
19
20

21 12. Pursuant to the terms of the Patent License Agreement, XtreamLok
22 was required to pay to Uniloc a royalty based on all revenues received by
23 XtreamLok for its sale of any of its products under the ‘216 Patent (“Licensed
24 Products”). In addition, the contract requires XtreamLok to provide information
25 and reports, pay a guaranteed minimum annual royalty as an advance against
26 any royalties due during that same annual period (“Guaranteed Minimum
27
28

1 Royalty”), permit Uniloc access to records necessary to permit an audit of the
2 royalties as paid and to submit to Uniloc samples of all Licensed Products.

3 13. On or after the effective date of the License Agreement, XtreamLok
4 sold Licensed Products to Symantec.

5
6 14. Symantec thereafter made payments to XtreamLok for its use of
7 Uniloc’s Licensed Products. On information and belief, Symantec’s royalty
8 payments to XtreamLok far exceeded the amounts reported to Uniloc under the
9 License Agreement and/or were arranged so as to artificially minimize such
10 amounts in an effort to wrongfully reduce the royalties payable to Uniloc under
11 the License Agreement. On information and belief, Symantec continued to
12 make payments to XtreamLok for its use of Uniloc’s Licensed Products in
13 amounts in excess of the amounts reported to Uniloc under the License
14 Agreement, or has sought to artificially minimize the reporting of such amounts
15 in an effort to wrongfully reduce the royalties payable to Uniloc under the
16 License Agreement.

17
18 15. XtreamLok has tendered to Uniloc, and Uniloc has rejected, the
19 Guaranteed Minimum Royalty under the Patent License Agreement. Uniloc is
20 informed and believes that such amounts understate the true amounts on which
21 royalties are due to Uniloc under the License Agreement.

22
23 16. On information and belief, in or about May 2005, Symantec
24 purchased XtreamLok. Thereafter, and continuing to the present, Symantec has
25

1 tendered to Uniloc, and Uniloc has rejected, the Guaranteed Minimum Royalty
2 to Uniloc under the Patent License Agreement. Uniloc is informed and believes
3 that such amounts understate the true amounts on which royalties are due to
4 Uniloc under the License Agreement.
5

6 17. Uniloc has demanded information pursuant to the audit provisions
7 of the License Agreement.
8

9 18. Defendants' actions have caused a failure of consideration of the
10 Patent License Agreement and Uniloc has provided notice of such failure and
11 its right to rescind the Patent License Agreement and/or Defendants' breach.
12

13 Count I – Breach of Written Contract

14 19. The allegations in paragraphs 1-18 above are incorporated by
15 reference, as if fully set forth herein.
16

17 20. On or about September 10, 2002, Uniloc entered into the Patent
18 License Agreement with XtreamLok.
19

20 21. XtreamLok breached the Patent License Agreement and/or caused a
21 failure of consideration of the Patent License Agreement by, including, but not
22 limited to, failing to pay the royalties due to Uniloc for XtreamLok's use and
23 sale of the Licensed Products, by failing to provide samples of the Licensed
24 Products to Uniloc for Uniloc's approval and by its failure to provide adequate
25 information to Uniloc to allow Uniloc to properly audit the royalty reports made
26 by XtreamLok and/or Symantec.
27
28

1 22. XstreamLok breached the Patent License Agreement and/or caused a
2 failure of consideration of the Patent License Agreement by, *inter alia*,
3 improperly categorizing the bulk of the payments received from Symantec for
4 its use of Uniloc's Licensed Products as service fees instead of payments for use
5 of Uniloc's licensed products and thus failing to properly account to and pay
6 Uniloc the contracted royalty for the fees XstreamLok received from Symantec.
7

8 23. Symantec, as the successor in interest to XstreamLok and stands in
9 the shoes of XstreamLok, has breached the Patent License Agreement and/or
10 caused a failure of consideration of the Patent License Agreement by, including,
11 but not limited to, failing to pay the royalties due to Uniloc for Symantec's use
12 and sale of the Licensed Products and for failing to provide samples to Uniloc of
13 the Licensed Products.
14

15 24. As a result of Defendants' breach of the Patent License Agreement,
16 and/or as a result of the failure of consideration caused by the Defendants'
17 actions, Uniloc has failed to receive the benefit of the bargain of the Patent
18 License Agreement. As a result, Uniloc has suffered, and continues to suffer
19 damages and irreparable injury, and Defendants and each of them have been
20 unjustly enriched.
21

22 Count II – Infringement of U.S. Patent No. 5,490,216
23

24 25. The allegations in paragraphs 1-24 above are incorporated by
25 reference, as if fully set forth herein.
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1 26. XstreamLok's manufacture, use, offers to sell and sales of software
2 security products, including, but not limited to, the Licensed Products, has
3 directly infringed and continues to directly infringe one or more claims of the
4 '216 Patent.
5

6 27. XstreamLok's actions have actively induced others to infringe one
7 or more claims of the '216 Patent and/or has contributed to the infringement of
8 one or more of the claims of the '216 Patent by XstreamLok's customers and/or
9 their products.
10

11 28. On information and belief, Symantec manufactures, uses, offers to
12 sell and sells software security products, including, but not limited to, Norton
13 AntiVirus, using the technology licensed in the Patent License Agreement,
14 including sales outside the Territory of the Patent License Agreement. As such,
15 Symantec has directly infringed and continues to directly infringe one or more
16 claims of the '216 Patent.
17

18 29. Symantec's actions have actively induced others to infringe one or
19 more claims of the '216 Patent and/or has contributed to the infringement of one
20 or more of the claims of the '216 Patent by Symantec's customers and/or their
21 products.
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25 Count III – Violation of Cal. Bus. & Prof. Code §§ 17200 et seq

26 30. The allegations in paragraphs 1-29 above are incorporated by
27 reference, as if fully set forth herein.
28

1 g. That Symantec be adjudged to have directly infringed, induced
2 others to infringe and/or contributed to the infringement of one or more claims
3 of the '216 Patent;

4
5 h. That Symantec's infringement is found to have been willful,
6 deliberate, and with actual knowledge of the '216 patent;

7
8 i. That Uniloc be awarded all damages to which it is entitled under 35
9 U.S.C. §284;

10 j. That such damages be trebled pursuant to 35 U.S.C. § 284;

11 k. That the Court enter a preliminary and permanent injunction
12 barring Defendants, their officers, agents, servants, employees and attorneys,
13 alter-egos and their successors and assigns, as well as those persons in active
14 concert or participation with them who receive actual notice of the judgment,
15 from infringing, actively inducing the infringement of and/or contributing to the
16 infringement of any claim of the '216 Patent, including, but not limited to
17 making, importing, using, offering for sale, or selling any devices or systems
18 that infringe, or using processes that infringe the '216 Patent;

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21
22 l. That the Court find that this is an exceptional case under 35 U.S.C.
23 §285 entitling Uniloc to an award of its attorneys' fees;

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25 m. That Uniloc be awarded its costs and interest; and
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n. That Uniloc receive such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Connolly Bove Lodge & Hutz LLP
Scott R. Miller
Keith D. Fraser

Dated: May 30, 2008.

By: 

Scott R. Miller

Attorneys for Plaintiffs
Uniloc USA, Inc., Uniloc Corporation
Pty Limited, and Uniloc (Singapore)
Private Limited

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Demand for Jury Trial

Pursuant to Fed. R. Civ. P. 38(b) and Local Rule 38-1, plaintiffs Uniloc USA, Inc., Uniloc Corporation Pty Limited, and Uniloc (Singapore) Private Limited hereby demand a trial by jury on all issues so triable.

Respectfully Submitted,

Connolly Bove Lodge & Hutz LLP
Scott R. Miller
Keith D. Fraser

Dated: May 30, 2008.

By: 

Scott R. Miller

Attorneys for Plaintiffs
Uniloc USA, Inc., Uniloc Corporation
Pty Limited, and Uniloc (Singapore)
Private Limited

EXHIBIT C

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Attorneys for Plaintiffs UNILOC
CORPORATION PTY LIMITED, UNILOC USA,
INC., and UNILOC (SINGAPORE) PRIVATE
LIMITED.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

UNILOC CORPORATION PTY
LIMITED, an Australian Proprietary
Limited Company, UNILOC USA,
INC., a Rhode Island Corporation, and
UNILOC (SINGAPORE) PRIVATE
LIMITED, a Singapore Corporation,

Plaintiffs,

vs.

XTREAMLOK, PTY, an Australian
Proprietary Limited Company; and
SYMANTEC CORPORATION, a
Delaware Corporation, and DOES 1
through 10, Inclusive,

Defendants.

Case No. **CV 08-03574 DOC (MLGx)**

**STIPULATION TO STAY CASE
PENDING ARBITRATION OF
PLAINTIFFS' BREACH OF
CONTRACT CAUSE OF ACTION**

[Proposed] Order Staying Case Pending
Arbitration lodged herewith]

Hearing Date: October 27, 2008
Time: 8:30 a.m.
Courtroom: 9D, Santa Ana
Judge: Hon. David O. Carter

1 WHEREAS on May 30, 2008, Plaintiffs (collectively referred to herein as
2 “Uniloc”) filed this instant action against Defendants XstreamLok, Pty.
3 (“XstreamLok”) and Symantec Corporation (“Symantec”) and asserted claims
4 against each Defendant for Breach of Contract, Patent Infringement, and Unfair
5 Competition;

6
7 WHEREAS on October 2, 2008, Defendants filed a motion to compel
8 arbitration of all of Uniloc’s claims pursuant to an arbitration clause set forth in a
9 License Agreement entered into between Uniloc and XstreamLok;

10
11 WHEREAS Uniloc filed an opposition to the motion contending that its
12 Patent Infringement and Unfair Competition claims were not subject to the
13 arbitration clause of the License Agreement;

14
15 WHEREAS the parties have agreed, pursuant to the terms of the License
16 Agreement, that this Court may determine the scope of the arbitration clause of the
17 License Agreement.

18
19 WHEREAS the parties now wish to resolve Defendants’ motion to compel
20 arbitration;

21
22 WHEREAS the parties have agreed to arbitrate Uniloc’s Breach of Contract
23 action pursuant to the terms of the License Agreement;

24
25 WHEREAS the parties have agreed that, because resolution of Uniloc’s
26 Breach of Contract action may have a material impact on the other claims raised in
27 the Complaint, this matter should be stayed pending arbitration of Uniloc’s Breach
28 of Contract action, and that, once the arbitration of that claim is concluded, this

1 matter may be re-activated so that this Court may address any remaining claims for
2 Patent Infringement and Unfair Competition;

3
4 WHEREAS the parties agree that, once the arbitration is concluded, this
5 Court may determine what, if any, impact the decision in the arbitration has on the
6 other claims raised in the Complaint, and this Stipulation is without prejudice to
7 assertions by the parties as to the impact of the arbitration on the claims and issues
8 not decided by the arbitrator, which may be determined by the Court upon
9 completion of the arbitration, in accordance with applicable law; and

10
11 WHEREAS the parties agree that at the conclusion of the arbitration, this
12 court will retain jurisdiction to decide Uniloc’s claims for Patent Infringement and
13 Unfair Competition to the extent that either party contends any claims or issues
14 remain in accordance with applicable law;

15
16 WHEREFORE IT IS HEREBY AGREED AND STIPULATED that:

17
18 (1) Uniloc’s Claims against Defendants for Breach of Contract are subject to
19 the arbitration clause of the License Agreement, and shall be submitted to
20 arbitration in accordance with the Uniloc/XtreamLok License Agreement and
21 applicable law;

22
23 (2) This action shall be stayed pending the arbitration of Uniloc’s Breach of
24 Contract claims against Defendants; and

25
26 (3) This Court shall retain jurisdiction over Uniloc’s Patent Infringement and
27 Unfair Competition Claims, and shall re-activate the matter upon application of the
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parties upon completion of the arbitration to allow the continuation of the action as to any claims and issues which either party may contend remain to be resolved in accordance with applicable law.

SO STIPULATED

Connolly Bove Lodge & Hutz LLP

Dated: October 21, 2008

By: /s/ Scott R. Miller
Scott R. Miller
Attorneys for Plaintiffs

Dated: October 21, 2008

Latham & Watkins, LLP

By: /s/ Mark A. Flagel (w/permission)
Mark A. Flagel
Attorneys for Defendants

EXHIBIT D

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2 smiller@cblh.com
3 Keith D. Fraser (State Bar No. 216279)
4 kfraser@cblh.com
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JS-6

7 Attorneys for Plaintiffs UNILOC
8 CORPORATION PTY LIMITED, UNILOC USA,
9 INC., and UNILOC (SINGAPORE) PRIVATE
10 LIMITED.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

13 UNILOC CORPORATION PTY
14 LIMITED, an Australian Proprietary
15 Limited Company, UNILOC USA,
16 INC., a Rhode Island Corporation, and
17 UNILOC (SINGAPORE) PRIVATE
18 LIMITED, a Singapore Corporation,

19 Plaintiffs,

20 vs.

21 XTREAMLOK, PTY, an Australian
22 Proprietary Limited Company; and
23 SYMANTEC CORPORATION, a
24 Delaware Corporation, and DOES 1
25 through 10, Inclusive,

26 Defendants.

Case No. CV 08-03574 DOC (MLGx)

ORDER STAYING CASE PENDING
ARBITRATION

[Stipulation to Stay Case Pending
Arbitration of Plaintiffs' Breach of
Contract Cause of Action filed
concurrently herewith]

Hearing Date: October 27, 2008
Time: 8:30 a.m.
Courtroom: 9D, Santa Ana
Judge: Hon. David O. Carter

1 The Court, having considered Plaintiffs Uniloc Corporation Pty. Limited,
2 Uniloc USA, Inc., and Uniloc (Singapore) Private Limited, and Defendants
3 Xtreamlok, Pty. and Symantec Corporation's Stipulation to Stay the Case Pending
4 Arbitration of Plaintiffs' Breach of Contract Cause of Action, as well as the papers
5 on the issue previously submitted by the parties, and finding good cause,

6 IT IS ORDERED THAT:

7 (1) Uniloc's Claims against Defendants for Breach of Contract are subject
8 to the arbitration clause of the License Agreement, and shall be submitted to
9 arbitration in accordance with the Uniloc/XtreamLok License Agreement and
10 applicable law;

11 (2) This action shall be stayed pending the arbitration of Uniloc's Breach
12 of Contract claims against Defendants; and

13 (3) This Court shall retain jurisdiction over Uniloc's Patent Infringement
14 and Unfair Competition Claims, and shall re-activate the matter upon application of
15 the parties upon completion of the arbitration to allow the continuation of the action
16 as to any claims and issues which either party may contend remain to be resolved in
17 accordance with applicable law.

18 (4) The hearing currently set October 27, 2008 is now VACATED.

19
20 IT IS SO ORDERED.

21
22 Dated: October 22, 2008



23 Honorable David O. Carter
24 U.S. District Court Judge

25 Submitted by:
26 Connolly Bove Lodge & Hutz LLP
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By: /s/ Scott R. Miller

Scott R. Miller
Attorneys for Plaintiffs
UNILOC CORPORATION PTY LIMITED,
UNILOC USA, INC., and UNILOC (SINGAPORE)
PRIVATE LIMITED

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Symantec Corporation Xstreamlok, Pty	DEFENDANTS Uniloc USA, Inc., Uniloc (Singapore) Private Limited, Uniloc Corporation Pty Limited
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Mark A. Fligel 355 South Grand Avenue, Los Angeles, California 90071-1560 Telephone: (213) 485-1234	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Foreign Nation</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify): _____
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ according to proof

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. § 2201 et seq., 35 U.S.C. § 1, et seq.; Declaratory Judgment of Invalidity and Non-Infringement; Moneys Paid to Defendants

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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SACV10-01483 JVS (MLGx)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): 2:08-cv-3574 DOC (MLGx)

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County (Symantec Corporation)	Santa Clara County (Symantec Corporation) Australia (Xtreamlok, Pty)

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County (Uniloc USA, Inc.)	Singapore (Uniloc (Singapore) Private Limited) Australia (Uniloc Corporation Pty Limited)

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County and Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date October 1, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Marc Goldman.

The case number on all documents filed with the Court should read as follows:

SACV10- 1483 JVS (MLGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.