

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

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**BUYSEASONS, INC.,**

**Plaintiff,**

**v.**

**Case No. \_\_\_\_\_**

**LODSYS, LLC, and  
LODSYS GROUP, LLC**

**Defendants.**

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**COMPLAINT FOR DECLARATORY JUDGMENT  
(JURY TRIAL DEMANDED)**

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Plaintiff BuySeasons, Inc. (“BuySeasons”) hereby files this Complaint for Declaratory Judgment against Lodsyst, LLC and Lodsyst Group, LLC (collectively, “Defendants” or “Lodsyst”) and alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for declaratory judgment of noninfringement and invalidity of four United States Patents pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, and the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, and for such other relief as the Court deems just and proper.

**THE PARTIES**

2. Plaintiff BuySeasons is a corporation organized and existing under the laws of State of Delaware and having its principal place of business in this district at 5915 S. Moorland Rd, New Berlin, WI 53151, and is doing business in this district.

3. On information and belief, Lodsys LLC is a limited liability company organized and existing under the laws of the State of Texas and claims to have a place of business at 505 East Travis Street, Suite 207, Marshall, Texas 75670. The Texas Secretary of State lists the corporate address of Lodsys, LLC as 800 Brazos, Suite 400, Austin, Texas 78701.

4. On information and belief, Lodsys Group, LLC is a limited liability company organized and existing under the laws of the State of Texas and claims to have a place of business at 505 East Travis Street, Suite 207, Marshall, Texas 75670, the same address as Lodsys, LLC. The Texas Secretary of State lists the corporate address of Lodsys Group, LLC as 800 Brazos, Suite 400, Austin, Texas 78701, the same address as that listed for Lodsys, LLC. Together, Lodsys, LLC and Lodsys Group, LLC claim to have all rights and title to the Patents-in-Suit (as defined below).

5. On information and belief, Lodsys, LLC and Lodsys Group, LLC are alter egos of each other and/or Lodsys Group, LLC is a mere continuation of Lodsys, LLC, and Lodsys Group, LLC is otherwise liable fully for, and liable as if it were the same as, Lodsys, LLC. On information and belief, Mark Small is the Chief Executive Officer of both Lodsys, LLC and Lodsys Group, LLC, is an employee of both Lodsys, LLC and Lodsys Group, LLC, resides and maintains his residence within this judicial district, and conducts Lodsys' business from an office located in Oconomowoc, Wisconsin in this judicial district.

### **JURISDICTION AND VENUE**

6. This action arises under the patent laws of the United States, Title 35, United States Code, 35 U.S.C. § 1, et seq., and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), 1367, 2201 and 2202 and the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400.

7. Upon information and belief, this Court has personal jurisdiction over Lodsys because Mr. Small resides within, and conducts Lodsys' business related to licensing and enforcement of the patents-in-suit, including licensing and enforcement actions directed at BuySeasons, from his location within this judicial district.

8. Lodsys purports to own rights in four United States Patents: U.S. Patent No. 5,999,908 ("the '908 patent"), U.S. Patent No. 7,133,834 ("the '834 patent"), U.S. Patent No. 7,222,078 ("the '078 patent") and U.S. Patent No. 7,620,565 ("the '565 patent") (collectively the "Patents-in-Suit").

9. Lodsys did not invent the technology claimed in the Patents-in-Suit. Instead, Lodsys claims to have acquired the Patents-in-Suit from a non-practicing entity, Webvention, LLC, and now seeks to extract royalties by demanding that BuySeasons take a license under the Patents-in-Suit.

10. On information and belief, Lodsys is a patent holding company that does not practice any of the Patents-in-Suit but attempts to obtain licensing revenues in connection with its assertions of those patents.

11. BuySeasons is an online retailer and supplier of costumes, accessories, seasonal décor, and party supplies.

12. Through communications and conduct, Lodsys has repeatedly threatened BuySeasons with assertion of the Patents-in-Suit against BuySeasons. For example, on or about August 9, 2011, Lodsys LLC sent a notice letter to BuySeasons, Inc. with the subject line "Re: Infringement of U.S. Patent Nos. 5,999,908, 7,133,834, 7,222,078, and 7,620,565" (the "Notice Letter"). These four patents were referred to as "the Lodsys Patents." Lodsys included a copy of

the '908 patent and excerpts of the '834, '078 and '565 patents, along with a claim chart "demonstrating at least one instance of how [BuySeasons] utilize[s] the inventions embodied in the Lodsys Patents." Lodsys' Notice Letter continued, "[t]he images used in the charts are representative only and in addition to the charted claim of the referenced patent, you should consider the remaining claims of that patent and the other Lodsys patents both with respect to the charted utilization and to other products and services offered by you." The Notice Letter included an offer to license the Patents-in-Suit.

13. On or about July 23, 2012, Mark Small sent an email communication to BuySeasons' general counsel. A draft complaint for patent infringement was attached to that email communication. In the email communication, Mr. Small stated that he notifies Lodsys Group "when there is no longer a constructive dialog, so they may act as they see fit." He further stated that "Lodsys group has now informed us that BuySeasons is in their 'queue' (see attached draft complaint). As a courtesy, I wanted you to know there remains a short time frame before a complaint is filed. . . ."

14. BuySeasons operates several websites, including its [www.celebrateexpress.com](http://www.celebrateexpress.com) website, that include Live Help Chat ("Chat") and website survey features (collectively, "Web Commerce Products"). The claims chart attached to Lodsys' Notice Letter alleges that these Web Commerce Products infringe the Lodsys Patents.

15. These Web Commerce Products are products that were formerly marketed by Art Technology Group, Inc. ("ATG") prior to its acquisition by Oracle America, Inc., and by InstantService.com, Inc. prior to its acquisition by ATG.

16. On June 1, 2012, Oracle America, Inc. ("Oracle") filed a declaratory judgment against Lodsys, LLC and Lodsys Group, LLC in this court, seeking declarations of non-

infringement and invalidity regarding all four Lodsys Patents. Case No. 12-cv-00440-CNC, Dkt. No. 1. Specifically, Oracle's complaint seeks a declaratory judgment of noninfringement regarding Web Commerce Products that were formerly marketed by ATG, including the Chat product identified in the Notice Letter.

17. Lodsys is not entitled to any royalties from BuySeasons. BuySeasons has not infringed, and does not infringe, either directly or indirectly, any valid and enforceable claim of any of the Patents-in-Suit, either literally or under the doctrine of equivalents.

18. Lodsys' conduct creates a substantial controversy between BuySeasons and Lodsys of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

19. Given Lodsys' threat of imminent litigation in the Eastern District of Texas, BuySeasons was left with no choice but to file this declaratory judgment complaint in this venue. Given that BuySeasons is headquartered in this district and Oracle's declaratory judgment suit against Lodsys regarding the same technology is located here, if there must be litigation between Lodsys and BuySeasons, the Eastern District of Wisconsin is the proper venue to resolve the dispute.

### **THE PATENTS**

20. U.S. Patent No. 5,999,908 ("the '908 patent") is entitled "Customer-Based Product Design Module" and bears an issuance date of December 7, 1999. A true and correct copy of the '908 patent is attached hereto as Exhibit A.

21. U.S. Patent No. 7,133,834 ("the '834 patent") is entitled "Product Value Information Interchange Server" and bears an issuance date of November 7, 2006. A true and correct copy of the '834 patent is attached hereto as Exhibit B.

22. U.S. Patent No. 7,222,078 ("the '078 patent") is entitled "Methods and System for

Gathering Information from Units of a Commodity” and bears an issuance date of May 22, 2007.

A true and correct copy of the '078 patent is attached hereto as Exhibit C.

23. U.S. Patent No. 7,620,565 (“the '565 patent”) is entitled “Customer-Based Product Design Module” and bears an issuance date of November 17, 2009. A true and correct copy of the '565 patent is attached hereto as Exhibit D.

**FIRST CLAIM FOR RELIEF**  
**(Declaratory Judgment of Non-Infringement of the '908 Patent)**

24. BuySeasons realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though fully set forth herein.

25. BuySeasons and end users of the BuySeasons websites have not infringed, and do not infringe, directly or indirectly any valid and enforceable claim of the '908 patent in connection with any Web Commerce Products, including but not limited to the Chat and website survey products.

26. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

27. A judicial declaration is necessary and appropriate so that BuySeasons may ascertain its rights regarding the '908 patent.

**SECOND CLAIM FOR RELIEF**  
**(Declaratory Judgment of Non-Infringement of the '834 Patent)**

28. BuySeasons realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though fully set forth herein.

29. BuySeasons and end users of the BuySeasons websites have not infringed, and do not infringe, directly or indirectly any valid and enforceable claim of the '834 patent in

connection with any Web Commerce Products, including but not limited to the Chat and website survey products.

30. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

31. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the '834 patent.

**THIRD CLAIM FOR RELIEF**  
**(Declaratory Judgment of Non-Infringement of the '078 Patent)**

32. BuySeasons realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 31 as though fully set forth herein.

33. BuySeasons and end users of the BuySeasons websites have not infringed, and do not infringe, directly or indirectly any valid and enforceable claim of the '078 patent in connection with any Web Commerce Products, including but not limited to the Chat and website survey products.

34. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

35. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the '078 patent.

**FOURTH CLAIM FOR RELIEF**  
**(Declaratory Judgment of Non-Infringement of the '565 Patent)**

36. BuySeasons realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 35 as though fully set forth herein.

37. BuySeasons and end users of the BuySeasons websites have not infringed, and do not infringe, directly or indirectly any valid and enforceable claim of the '565 patent in connection with any Web Commerce Products, including but not limited to the Chat and website survey products.

38. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

39. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the '565 patent.

**FIFTH CLAIM FOR RELIEF**  
**(Declaratory Judgment of Invalidity of the '908 Patent)**

40. BuySeasons realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 23 as though fully set forth herein.

41. Claims 1-37 of the '908 patent are invalid for failure to meet the conditions of patentability of, and to otherwise comply with, one or more provisions of 35 U.S.C. §§ 100 et seq., 101, 102, 103 and 112. At a minimum, the claims of the '908 patent are invalid under 35 U.S.C. §§ 102 and 103 based upon at least the following pieces of prior art in view of Lodsys' apparent application of the claims of that patent: U.S. Patent No. 4,245,245 ("Matsumoto"), U.S. Patent No. 4,546,382 ("McKenna"), U.S. Patent No. 4,345,315 ("Cadotte"), U.S. Patent No. 4,567,359 ("Lockwood"), U.S. Patent No. 4,689,619 ("O'Brien, Jr."), U.S. Patent No. 4,740,890 ("William"), U.S. Patent No. 4,816,904 ("McKenna"), U.S. Patent No. 4,829,558 ("Welsh"), U.S. Patent No. 4,862,268 ("Campbell"), U.S. Patent No. 4,893,248 ("Pitts"), U.S. Patent No. 4,973,952 ("Malec"), U.S. Patent No. 4,912,552 ("Allison, III"), U.S. Patent No. 4,992,940 ("Dworkin"), U.S. Patent No. 5,001,554 ("Johnson"), U.S. Patent No. 5,003,384 ("Durden"),



U.S. Patent No. 5,029,099 (“Goodman”), U.S. Patent No. 5,036,479 (“Prednis”), U.S. Patent No. 5,056,019 (“Schultz”), U.S. Patent No. 5,065,338 (“Phillips”), U.S. Patent No. 5,077,582 (“Kravette”), U.S. Patent No. 5,083,271 (“Thacher”), U.S. Patent No. 5,117,354 (“Long”), U.S. Patent No. 5,138,377 (“Smith”), U.S. Patent No. 5,207,784 (“Schwartzendruber”), U.S. Patent No. 5,237,157 (“Kaplan”), U.S. Patent No. 5,282,127 (“Mii”), U.S. Patent No. 5,283,734 (“Von Kohorn”), U.S. Patent No. 5,291,416 (“Hutchins”), U.S. Patent No. 5,335,048 (“Takano”), U.S. Patent No. 5,347,449 (“Meyer”), U.S. Patent No. 5,347,632 (“Filepp”), U.S. Patent No. 5,477,262 (“Banker”), U.S. Patent No. 5,496,175 (“Oyama”), U.S. Patent No. 5,740,035 (“Cohen”), U.S. Patent No. 5,956,505 (“Manduley”), JP H2-65556 (“Kita”), JP-03-064286-A (“Garza”), JP H3-80662 (“Ukegawa”), JP S60-200366 (“Tanaka”), and JP S62-280771 (“Furukawa”). These examples of prior art are intended to be illustrative and not exhaustive, and BuySeasons reserves the right to assert other specific pieces of prior art.

42. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

43. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the ’908 patent.

**SIXTH CLAIM FOR RELIEF**  
**(Declaratory Judgment of Invalidity of the ’834 Patent)**

44. BuySeasons realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 23 as though fully set forth herein.

45. Claims 1-22 of the ’834 patent are invalid for failure to meet the conditions of patentability of, and to otherwise comply with, one or more provisions of 35 U.S.C. §§ 100 et seq., 101, 102, 103 and 112. At a minimum, the claims of the ’834 patent are invalid under 35

U.S.C. §§ 102 and 103 based upon at least the following pieces of prior art in view of Lodsys' apparent application of the claims of that patent: U.S. Patent No. 4,245,245 ("Matsumoto"), U.S. Patent No. 4,546,382 ("McKenna"), U.S. Patent No. 4,345,315 ("Cadotte"), U.S. Patent No. 4,567,359 ("Lockwood"), U.S. Patent No. 4,689,619 ("O'Brien, Jr."), U.S. Patent No. 4,740,890 ("William"), U.S. Patent No. 4,816,904 ("McKenna"), U.S. Patent No. 4,829,558 ("Welsh"), U.S. Patent No. 4,862,268 ("Campbell"), U.S. Patent No. 4,893,248 ("Pitts"), U.S. Patent No. 4,973,952 ("Malec"), U.S. Patent No. 4,912,552 ("Allison, III"), U.S. Patent No. 4,992,940 ("Dworkin"), U.S. Patent No. 5,001,554 ("Johnson"), U.S. Patent No. 5,003,384 ("Durden"), U.S. Patent No. 5,029,099 ("Goodman"), U.S. Patent No. 5,036,479 ("Prednis"), U.S. Patent No. 5,056,019 ("Schultz"), U.S. Patent No. 5,065,338 ("Phillips"), U.S. Patent No. 5,077,582 ("Kravette"), U.S. Patent No. 5,083,271 ("Thacher"), U.S. Patent No. 5,117,354 ("Long"), U.S. Patent No. 5,138,377 ("Smith"), U.S. Patent No. 5,207,784 ("Schwartzendruber"), U.S. Patent No. 5,237,157 ("Kaplan"), U.S. Patent No. 5,282,127 ("Mii"), U.S. Patent No. 5,283,734 ("Von Kohorn"), U.S. Patent No. 5,291,416 ("Hutchins"), U.S. Patent No. 5,335,048 ("Takano"), U.S. Patent No. 5,347,449 ("Meyer"), U.S. Patent No. 5,347,632 ("Filepp"), U.S. Patent No. 5,477,262 ("Banker"), U.S. Patent No. 5,496,175 ("Oyama"), U.S. Patent No. 5,740,035 ("Cohen"), U.S. Patent No. 5,956,505 ("Manduley"), JP H2-65556 ("Kita"), JP-03-064286-A ("Garza"), JP H3-80662 ("Ukegawa"), JP S60-200366 ("Tanaka"), and JP S62-280771 ("Furukawa"). These examples of prior art are intended to be illustrative and not exhaustive, and BuySeasons reserves the right to assert other specific pieces of prior art.

46. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

47. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the '834 patent.

**SEVENTH CLAIM FOR RELIEF**  
**(Declaratory Judgment of Invalidity of the '078 Patent)**

48. BuySeasons realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 23 as though fully set forth herein.

49. Claims 1-67 of the '078 patent are invalid for failure to meet the conditions of patentability of, and to otherwise comply with, one or more provisions of 35 U.S.C. §§ 100 et seq., 101, 102, 103 and 112. At a minimum, the claims of the '078 patent are invalid under 35 U.S.C. §§ 102 and 103 based upon at least the following pieces of prior art in view of Lodsys' apparent application of the claims of that patent: U.S. Patent No. 4,245,245 ("Matsumoto"), U.S. Patent No. 4,546,382 ("McKenna"), U.S. Patent No. 4,345,315 ("Cadotte"), U.S. Patent No. 4,567,359 ("Lockwood"), U.S. Patent No. 4,689,619 ("O'Brien, Jr."), U.S. Patent No. 4,740,890 ("William"), U.S. Patent No. 4,816,904 ("McKenna"), U.S. Patent No. 4,829,558 ("Welsh"), U.S. Patent No. 4,862,268 ("Campbell"), U.S. Patent No. 4,893,248 ("Pitts"), U.S. Patent No. 4,973,952 ("Malec"), U.S. Patent No. 4,912,552 ("Allison, III"), U.S. Patent No. 4,992,940 ("Dworkin"), U.S. Patent No. 5,001,554 ("Johnson"), U.S. Patent No. 5,003,384 ("Durden"), U.S. Patent No. 5,029,099 ("Goodman"), U.S. Patent No. 5,036,479 ("Prednis"), U.S. Patent No. 5,056,019 ("Schultz"), U.S. Patent No. 5,065,338 ("Phillips"), U.S. Patent No. 5,077,582 ("Kravette"), U.S. Patent No. 5,083,271 ("Thacher"), U.S. Patent No. 5,117,354 ("Long"), U.S. Patent No. 5,138,377 ("Smith"), U.S. Patent No. 5,207,784 ("Schwartzendruber"), U.S. Patent No. 5,237,157 ("Kaplan"), U.S. Patent No. 5,282,127 ("Mii"), U.S. Patent No. 5,283,734 ("Von Kohorn"), U.S. Patent No. 5,291,416 ("Hutchins"), U.S. Patent No. 5,335,048 ("Takano"), U.S. Patent No. 5,347,449 ("Meyer"), U.S. Patent No. 5,347,632 ("Filepp"), U.S. Patent No.

5,477,262 (“Banker”), U.S. Patent No. 5,496,175 (“Oyama”), U.S. Patent No. 5,740,035 (“Cohen”), U.S. Patent No. 5,956,505 (“Manduley”), JP H2-65556 (“Kita”), JP-03-064286-A (“Garza”), JP H3-80662 (“Ukegawa”), JP S60-200366 (“Tanaka”), and JP S62-280771 (“Furukawa”). These examples of prior art are intended to be illustrative and not exhaustive, and BuySeasons reserves the right to assert other specific pieces of prior art.

50. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

51. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the ’078 patent.

**EIGHTH CLAIM FOR RELIEF**  
**(Declaratory Judgment of Invalidity of the ’565 Patent)**

52. BuySeasons realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 23 as though fully set forth herein.

53. Claims 1-32 of the ’565 patent are invalid for failure to meet the conditions of patentability of, and to otherwise comply with, one or more provisions of 35 U.S.C. §§ 100 et seq., 101, 102, 103 and 112. At a minimum, the claims of the ’565 patent are invalid under 35 U.S.C. §§ 102 and 103 based upon at least the following pieces of prior art in view of Lodsys’ apparent application of the claims of that patent: U.S. Patent No. 4,245,245 (“Matsumoto”), U.S. Patent No. 4,546,382 (“McKenna”), U.S. Patent No. 4,345,315 (“Cadotte”), U.S. Patent No. 4,567,359 (“Lockwood”), U.S. Patent No. 4,689,619 (“O’Brien, Jr.”), U.S. Patent No. 4,740,890 (“William”), U.S. Patent No. 4,816,904 (“McKenna”), U.S. Patent No. 4,829,558 (“Welsh”), U.S. Patent No. 4,862,268 (“Campbell”), U.S. Patent No. 4,893,248 (“Pitts”), U.S. Patent No. 4,973,952 (“Malec”), U.S. Patent No. 4,912,552 (“Allison, III”), U.S. Patent No. 4,992,940

(“Dworkin”), U.S. Patent No. 5,001,554 (“Johnson”), U.S. Patent No. 5,003,384 (“Durden”), U.S. Patent No. 5,029,099 (“Goodman”), U.S. Patent No. 5,036,479 (“Prednis”), U.S. Patent No. 5,056,019 (“Schultz”), U.S. Patent No. 5,065,338 (“Phillips”), U.S. Patent No. 5,077,582 (“Kravette”), U.S. Patent No. 5,083,271 (“Thacher”), U.S. Patent No. 5,117,354 (“Long”), U.S. Patent No. 5,138,377 (“Smith”), U.S. Patent No. 5,207,784 (“Schwartzendruber”), U.S. Patent No. 5,237,157 (“Kaplan”), U.S. Patent No. 5,282,127 (“Mii”), U.S. Patent No. 5,283,734 (“Von Kohorn”), U.S. Patent No. 5,291,416 (“Hutchins”), U.S. Patent No. 5,335,048 (“Takano”), U.S. Patent No. 5,347,449 (“Meyer”), U.S. Patent No. 5,347,632 (“Filepp”), U.S. Patent No. 5,477,262 (“Banker”), U.S. Patent No. 5,496,175 (“Oyama”), U.S. Patent No. 5,740,035 (“Cohen”), U.S. Patent No. 5,956,505 (“Manduley”), JP H2-65556 (“Kita”), JP-03-064286-A (“Garza”), JP H3-80662 (“Ukegawa”), JP S60-200366 (“Tanaka”), and JP S62-280771 (“Furukawa”). These examples of prior art are intended to be illustrative and not exhaustive, and BuySeasons reserves the right to assert other specific pieces of prior art.

54. As a result of the acts and facts alleged in the foregoing paragraphs, there exists a substantial controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

55. A judicial declaration is necessary and appropriate so that BuySeasons and its customers may ascertain their rights regarding the ’565 patent.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff BuySeasons respectfully requests that judgment be entered in favor of BuySeasons and prays that the Court grant the following relief:

1. A declaration that BuySeasons, its customers, and the end users of the BuySeasons customers’ websites have not infringed, either directly or indirectly, literally or

under the doctrine of equivalents, any valid and enforceable claim of the Patents-in-Suit;

2. A declaration that one or more of the Patents-in-Suit is invalid for failing to meet the conditions of patentability required by 35 U.S.C. §§ 100, et seq., 101, 102, 103 and 112;

3. An order declaring that BuySeasons is a prevailing party and that this is an exceptional case, and awarding BuySeasons its costs, expenses, disbursements and reasonable attorney's fees under 35 U.S.C. § 285 and all other applicable statutes, rules and common law; and

4. For such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiff respectfully requests a trial by jury.

Dated: August 3, 2012

Respectfully Submitted,

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