

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

INVESTPIC, LLC

Plaintiff,

v.

ALGORITHMICS (U.S.), INC.;
CALYPSO TECHNOLOGY, INC.;
FACTSET RESEARCH SYSTEMS,
INC.; IBM CORP.; MISYS PLC;
MISYS INTERNATIONAL BANKING
SYSTEMS, INC.; MORNINGSTAR,
INC.; MSCl, INC.; ORACLE CORP.;
RISKMETRICS SOLUTIONS, INC.;
SAS INSTITUTE, INC.; SS&C
TECHNOLOGIES, INC.; STATPRO,
INC.; SUNGARD DATA SYSTEMS,
INC.; AND TIBCO SOFTWARE, INC.

Defendants.

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No. _____

JURY DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff InvestPic, LLC (“InvestPic”) files this complaint for patent infringement against Algorithmics (U.S.) Inc.; Calypso Technology, Inc.; FactSet Research Systems, Inc.; IBM Corp.; Misys PLC; Misys International Banking Systems, Inc.; Morningstar, Inc.; MSCl, Inc.; Oracle Corp.; RiskMetrics Solutions, Inc.; SAS Institute, Inc.; SS&C Technologies, Inc.; StatPro, Inc.; Sungard Data Systems, Inc.; and TIBCO Software, Inc. (collectively “Defendants”) and states as follows:

THE PARTIES

1. Plaintiff InvestPic, LLC is a limited liability corporation organized under the laws of Delaware with its principal place of business at 901 Main Street, Suite 3300, Dallas, Texas 75202.

2. Upon information and belief, Defendant Algorithmics (U.S.), Inc. (“Algorithmics”) is a corporation organized under the laws of Delaware with its principal place of business at 33 Whitehall Street, 28th Floor, New York, New York, 10004. Algorithmics has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

3. Upon information and belief, Defendant Calypso Technology, Inc. (“Calypso”) is a corporation organized under the laws of Delaware with its principal place of business at 595 Market Street, Suite 1800, San Francisco, California 94105. Calypso has appointed National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904, as its agent for service of process.

4. Upon information and belief, Defendant FactSet Research Systems, Inc. (“FactSet”) is a corporation organized under the laws of Delaware with its principal place of business located at 601 Merritt 7, Norwalk, Connecticut 06851. FactSet has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

5. Upon information and belief, Defendant International Business Machines Corp. (“IBM”) is a corporation organized under the laws of New York with its principal place of business located at 1 New Orchard Road, Armonk, New York, 10504. IBM has

appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

6. Upon information and belief, Defendant Misys PLC is organized under the laws of Great Britain with its principle place of business located at One Kingdom Street, Paddington, London, W2 6BL UK.

7. Upon information and belief, Defendant Misys International Banking Systems, Inc. is organized under the laws of New York with its principal place of business located at 123 Main Street, 8th Floor, White Plains, New York 10601. Misys International Banking Systems, Inc. has appointed The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, as its agent for service of process.

8. Collectively, Misys PLC and Misys International Banking Systems, Inc. are referred to as "Misys."

9. Upon information and belief, Defendant Morningstar, Inc. ("Morningstar") is organized under the laws of Illinois with its principal place of business located at 22 West Washington Street, Chicago, Illinois 60602. Morningstar has appointed Illinois Corporation Service Corp., 801 Adlai Stevenson Drive, Springfield, Illinois 62703-4261, as its agent for service of process.

10. Upon information and belief, Defendant MSCI, Inc. ("MSCI") is organized under the laws of Pennsylvania with its principal place of business located at 710 North Jefferson Street, Allentown, Pennsylvania 18102. MSCI has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

11. Upon information and belief, Defendant Oracle Corporation (“Oracle”) is organized under the laws of Delaware with its principal place of business at 500 Oracle Parkway, Redwood City, California 94065. Oracle has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, as its agent for service of process.

12. Upon information and belief, Defendant RiskMetrics Solutions, Inc. (“RiskMetrics”) is organized under the laws of Delaware with its principal place of business at 1 Chase Manhattan Plaza, 44th Floor, New York, New York 10005. RiskMetrics has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, as its agent for service of process.

13. Upon information and belief, Defendant SAS Institute, Inc. (“SAS”) is organized under the laws of North Carolina with its principal place of business at SAS Campus Drive H3, Cary, North Carolina 27513. SAS has appointed Mr. John G. Boswell, SAS Campus Drive: Attn. Legal Dept., Cary, North Carolina 27513, as its agent for service of process.

14. Upon information and belief, Defendant SS&C Technologies, Inc. (“SS&C”) is organized under the laws of Delaware with its principal place of business at 80 Lamberton Road, Windsor, Connecticut 06095. SS&C has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, as its agent for service of process.

15. Upon information and belief, Defendant StatPro, Inc. (“StatPro”) is organized under the laws of Delaware with its principal place of business at 99 Summer Street, Suite 1660, Boston, Massachusetts, 02110. StatPro has appointed Corporation

Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, as its agent for service of process.

16. Upon information and belief, Defendant Sungard Data Systems, Inc. (“Sungard”) is organized under the laws of Delaware with its principal place of business at 680 E. Swedesford Road, Wayne, Pennsylvania 19087. Sungard has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

17. Upon information and belief, TIBCO Software, Inc. (“TIBCO”) is organized under the laws of Delaware with its principle place of business at 3303 Hillview Ave., Palo Alto, California 94304. TIBCO has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, as its agent for service of process.

18. Defendants manufacture for sale and/or sell software products and/or hardware to consumers in the United States and, more particularly, in the District of Delaware.

JURISDICTION AND VENUE

19. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. Jurisdiction as to these claims is conferred on this Court by 35 U.S.C. §§1331 and 1338(a).

20. Venue is proper in the District of Delaware under 28 U.S.C. §§1391 and 1400(b).

21. This Court has personal jurisdiction over the Defendants. Defendants have conducted and do conduct business within the State of Delaware. Defendants,

directly or through intermediaries (including distributors, retailers, and others), ship, distribute, offer for sale, sell, and advertise products in the United States, the State of Delaware, and the District of Delaware. Defendants purposefully and voluntarily sold one or more of their infringing products with the expectation that they will be purchased by consumers in the District of Delaware. These infringing products have been and continue to be purchased by consumers in the District of Delaware. Defendants have committed acts of patent infringement within the State of Delaware and, more particularly, within the District of Delaware.

PATENT INFRINGEMENT

22. InvestPic incorporates by reference paragraphs 1-21 as if fully set forth herein.

23. On February 19, 2002, United States Patent No. 6,349,291 (“the ‘291 patent”) entitled “Method and System for Analysis, Display, and Dissemination of Financial Information Using Resampled Statistical Methods” was duly and legally issued with Samir Varma as the named inventor after full and fair examination. InvestPic is the owner of all right, title, and interest in and to the ‘291 patent by assignment, with full right to bring suit to enforce the patent, including the right to recover for past infringement damages and the right to recover future royalties, damages, and income. The ‘291 patent is attached hereto as Exhibit A.

24. The ‘291 patent is valid and enforceable.

25. To the extent any marking or notice was required by 35 U.S.C. § 287, Plaintiff, and all predecessors in interest and/or implied or express licensees of the ‘291 patent, if any, have complied with the marking requirements of 35 U.S.C. § 287 by

placing a notice of the '291 patent on all goods made, offered for sale, sold, and/or imported into the United States that embody one or more claims of that patent and/or providing actual or constructive notice to Defendants.

26. Upon information and belief, Defendant Algorithmics has infringed and/or continues to infringe the '291 patent. Algorithmics is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement and/or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Algorithmics's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Algo ALM, Algo Liquidity Risk, and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

27. Upon information and belief, Defendant Algorithmics has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 26. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 26. Algorithmics had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public

marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes Algorithmic's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Algorithmics's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 26, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, Algorithmics's description of their own products identified in paragraph 26, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 26, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Algorithmics knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

28. Defendant Algorithmics has been at no time, either expressly or impliedly, licensed under the '291 patent.

29. Defendant Algorithmics's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Algorithmics the damages sustained by

InvestPic as a result of the wrongful acts of Algorithmics in an amount subject to proof at trial. Algorithmics's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

30. Upon information and belief, Defendant Calypso has infringed and/or continues to infringe the '291 patent. Calypso is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement and/or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Calypso's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Enterprise Risk Management and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

31. Upon information and belief, Defendant Calypso has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 30. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 30. Calypso had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least,

the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes Calypso's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Calypso's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 30, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, Calypso's description of their own products identified in paragraph 30, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 30, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Calypso knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

32. Defendant Calypso has been at no time, either expressly or impliedly, licensed under the '291 patent.

33. Defendant Calypso's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Calypso the damages sustained by

InvestPic as a result of the wrongful acts of Calypso in an amount subject to proof at trial. Calypso's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

34. Upon information and belief, Defendant FactSet has infringed and/or continues to infringe the '291 patent. FactSet is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, FactSet's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: FactSet and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

35. Upon information and belief, Defendant FactSet has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 34. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 34. FactSet had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least,

the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes FactSet's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on FactSet's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 34, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, FactSet's description of their own products identified in paragraph 34, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 34, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, FactSet knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

36. Defendant FactSet has been at no time, either expressly or impliedly, licensed under the '291 patent.

37. Defendant FactSet's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from FactSet the damages sustained by

InvestPic as a result of the wrongful acts of FactSet in an amount subject to proof at trial. FactSet's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

38. Upon information and belief, Defendant IBM has infringed and/or continues to infringe the '291 patent. IBM is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Defendant IBM's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: SPSS Bootstrap and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

39. Upon information and belief, Defendant IBM has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 38. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 38. IBM had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact

that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes IBM's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on IBM's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 38, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, IBM's description of their own products identified in paragraph 38, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 38, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, IBM knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

40. Defendant IBM has been at no time, either expressly or impliedly, licensed under the '291 patent.

41. Defendant IBM's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from IBM the damages sustained by InvestPic as a result

of the wrongful acts of IBM in an amount subject to proof at trial. IBM's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

42. Upon information and belief, Defendant Misys has infringed and/or continues to infringe the '291 patent. Misys is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Defendant Misys's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Risk Vision, Opics Risk Plus, Summit FT, and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

43. Upon information and belief, Defendant Misys has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 42. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 42. Misys had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and

are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes Misys's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Misys's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 42, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, Misys's description of their own products identified in paragraph 42, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 42, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Misys knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

44. Defendant Misys has been at no time, either expressly or impliedly, licensed under the '291 patent.

45. Defendant Misys's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Misys the damages sustained by InvestPic as a result of the wrongful acts of Misys in an amount subject to proof at trial. Misys's infringement

of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

46. Upon information and belief, Defendant Morningstar has infringed and/or continues to infringe the '291 patent. Morningstar is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Morningstar's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: EnCorr and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

47. Upon information and belief, Defendant Morningstar has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 46. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 46. Morningstar had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-

known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff’s Original Complaint constitutes Morningstar’s knowledge of the ‘291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Morningstar’s knowledge of the ‘291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 46, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the ‘291 patent due to, at least, their financial/statistical functionality, and based on, at least, Morningstar’s description of their own products identified in paragraph 46, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 46, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Morningstar knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the ‘291 patent.

48. Defendant Morningstar has been at no time, either expressly or impliedly, licensed under the ‘291 patent.

49. Defendant Morningstar’s acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Morningstar the damages sustained by InvestPic as a result of the wrongful acts of Morningstar in an amount subject to proof at

trial. Morningstar's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

50. Upon information and belief, Defendant MSCI has infringed and/or continues to infringe the '291 patent. MSCI is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, MSCI's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Barra One and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

51. Upon information and belief, Defendant MSCI has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 50. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 50. MSCI had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and

are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes MSCI's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on MSCI's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 50, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, MSCI description of their own products identified in paragraph 50, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 50, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, MSCI knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

52. Defendant MSCI has been at no time, either expressly or impliedly, licensed under the '291 patent.

53. Defendant MSCI's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from MSCI the damages sustained by InvestPic as a result of the wrongful acts of MSCI in an amount subject to proof at trial. MSCI's infringement

of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

54. Upon information and belief, Defendant Oracle has infringed and/or continues to infringe the '291 patent. Oracle is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Defendant Oracle's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Crystal Ball, Crystal Ball Decision Optimizer, Crystal Ball Enterprise Performance Management, any of the said enumerated products and/or variations thereof used in conjunction with an Oracle Exadata machine, and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

55. Upon information and belief, Defendant Oracle has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 54. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 54. Oracle had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact

that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes Oracle's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Oracle's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 54, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, Oracle's description of their own products identified in paragraph 54, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 54, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Oracle knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

56. Defendant Oracle has been at no time, either expressly or impliedly, licensed under the '291 patent.

57. Defendant Oracle's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Oracle the damages sustained by InvestPic as a result

of the wrongful acts of Oracle in an amount subject to proof at trial. Oracle's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

58. Upon information and belief, Defendant RiskMetrics has infringed and/or continues to infringe the '291 patent. RiskMetrics is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, RiskMetrics's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Risk Manager and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

59. Upon information and belief, Defendant RiskMetrics has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 58. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 58. RiskMetrics had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by,

at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes RiskMetrics's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on RiskMetrics's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 58, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, RiskMetrics description of their own products identified in paragraph 58, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 58, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, RiskMetrics knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

60. Defendant RiskMetrics has been at no time, either expressly or impliedly, licensed under the '291 patent.

61. Defendant RiskMetric's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from RiskMetrics the damages sustained by InvestPic as a result of the wrongful acts of RiskMetrics in an amount subject to proof at trial. RiskMetric's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

62. Upon information and belief, Defendant SAS has infringed and/or continues to infringe the '291 patent. SAS is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, SAS's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: SAS Enterprise Risk Management and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

63. Upon information and belief, Defendant SAS has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 62. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 62.

SAS had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes SAS's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on SAS's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 62, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, SAS's description of their own products identified in paragraph 62, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 62, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, SAS knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

64. Defendant SAS has been at no time, either expressly or impliedly, licensed under the '291 patent.

65. Defendant SAS's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from SAS the damages sustained by InvestPic as a result of the wrongful acts of SAS in an amount subject to proof at trial. SAS's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

66. Upon information and belief, Defendant SS&C has infringed and/or continues to infringe the '291 patent. SS&C is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, SS&C's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Risk Analytics and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

67. Upon information and belief, Defendant SS&C has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 66. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in paragraph 66. SS&C had and continues to have knowledge of the '291 patent and/or a deliberate

disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes SS&C's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on SS&C's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 66, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, SS&C's description of their own products identified in paragraph 66, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 66, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, SS&C knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

68. Defendant SS&C has been at no time, either expressly or impliedly, licensed under the '291 patent.

69. Defendant SS&C's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from SS&C the damages sustained by InvestPic as a result of the wrongful acts of SS&C in an amount subject to proof at trial. SS&C's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

70. Upon information and belief, Defendant StatPro has infringed and/or continues to infringe the '291 patent. StatPro is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, StatPro's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Seven Risk Management and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

71. Upon information and belief, Defendant StatPro has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 70. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in

paragraph 70. StatPro had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes StatPro's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on StatPro's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 70, which have been sold, offer for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, StatPro's description of their own products identified in paragraph 70, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 70, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, StatPro knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

72. Defendant StatPro has been at no time, either expressly or impliedly, licensed under the '291 patent.

73. Defendant StatPro's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from StatPro the damages sustained by InvestPic as a result of the wrongful acts of StatPro in an amount subject to proof at trial. StatPro's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

74. Upon information and belief, Defendant Sungard has infringed and/or continues to infringe the '291 patent. Sungard is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, Sungard's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Ambit and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

75. Upon information and belief, Defendant Sungard has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 74. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in

paragraph 74. Sungard had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes Sungard's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on Sungard's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 74, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, Sungard's description of their own products identified in paragraph 74, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 74, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, Sungard knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

76. Defendant Sungard has been at no time, either expressly or impliedly, licensed under the '291 patent.

77. Defendant Sungard's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from Sungard the damages sustained by InvestPic as a result of the wrongful acts of Sungard in an amount subject to proof at trial. Sungard's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

78. Upon information and belief, Defendant TIBCO has infringed and/or continues to infringe the '291 patent. TIBCO is liable for direct infringement, either literally or under the doctrine of equivalents, as well as indirect infringement by way of inducement or contributory infringement of the '291 patent pursuant to 35 U.S.C. §271 (a), (b), (c), (f), and/or (g). Specifically, TIBCO's foregoing acts of infringement include infringement by making, using, selling, or offering for sale in or importing into the United States at least the following products: Spotfire S+ and other similar products, which perform substantially the same function(s) as the processes, systems, and methods embodied in one or more claims of the '291 patent in substantially the same way to achieve the same result.

79. Upon information and belief, Defendant TIBCO has been and is continuing to induce infringement of the '291 patent under 35 U.S.C. §271(b) and contributes to infringement of the '291 patent under 35 U.S.C. §271(c), in conjunction with such acts of making, using, offering for sale, and/or importing into the United States, without authority, instrumentalities that fall within the scope of one or more claims of the '291 patent as identified in paragraph 78. Such infringement occurs directly by the end-users, customers, and/or licensees of the infringing instrumentalities identified in

paragraph 78. TIBCO had and continues to have knowledge of the '291 patent and/or a deliberate disregard for the known risk that InvestPic has a protective patent by, at least, the fact that products related to the invention are available within the U.S. public marketplace and are in compliance 35 U.S.C. § 287. Moreover, the '291 patent is well-known in the industry—having been cited by at least 79 issued U.S. patents since 2001. Alternatively, Plaintiff's Original Complaint constitutes TIBCO's knowledge of the '291 patent for purposes of indirect infringement—especially given that the tort of patent infringement is a continuing tort. To the extent the Court requires the Plaintiff to amend its Original Complaint, the Plaintiff specifically reserves its right to amend its pleadings in all respects, including, but not limited to, asserting indirect infringement claims premised on TIBCO's knowledge of the '291 patent stemming from the filing of the Original Complaint. Further, the products identified in paragraph 78, which have been sold, offered for sale, or imported into the U.S. are a material part of the invention disclosed in the '291 patent due to, at least, their financial/statistical functionality, and based on, at least, TIBCO description of their own products identified in paragraph 78, these infringing instrumentalities have no substantial non-infringing uses. Finally, by, at least, its instructions to its end-users, customers, and/or licensees, on how to operate the products identified in paragraph 78, and/or through continued consultation, customer service, customization, and/or other post-sale services and consultation, TIBCO knows, encourages, and possesses a specific intent that its infringing instrumentalities be used in an infringing configuration and in violation of the '291 patent.

80. Defendant TIBCO has been at no time, either expressly or impliedly, licensed under the '291 patent.

81. Defendant TIBCO's acts of infringement have caused damage to InvestPic. InvestPic is entitled to recover from TIBCO the damages sustained by InvestPic as a result of the wrongful acts of TIBCO in an amount subject to proof at trial. TIBCO's infringement of InvestPic's rights under the '291 patent will continue to damage InvestPic's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined.

DEMAND FOR JURY TRIAL

InvestPic hereby demands a jury for all issues so triable.

PRAYER

WHEREFORE, InvestPic prays for judgment that:

1. Defendants have infringed the '291 patent.
2. InvestPic recover actual damages for past, present, and future infringement under 35 U.S.C. § 284;
3. InvestPic be awarded supplemental damages for any continuing post-verdict infringement up until final judgment;
4. An accounting of damages;
5. A judgment and order requiring Defendants to pay to InvestPic pre-judgment and post-judgment interest on the damages awarded, including an award of pre-judgment interest, pursuant to 35 U.S.C. § 284, from the date of each act of infringement of the '291 patent by Defendants to the day a damages judgment is entered, and a further award of post-judgment interest, pursuant to 28 U.S.C. § 1961, continuing until such judgment is paid, at the maximum rate allowed by law;

6. InvestPic be awarded enhanced damages for willful infringement as permitted under the law;

7. A judgment and order that Defendants, their agents, employees, representatives, successors, and assigns, and those acting in privity or in concert with them, be preliminarily and permanently enjoined from further infringement of the '291 patent;

8. In the event a final injunction is not awarded, a compulsory ongoing royalty; and

9. Such other and further relief as the Court deems just and equitable.

DATED: November 24, 2010

Respectfully submitted,

FARNAN LLP

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