

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

M2M SOLUTIONS LLC,
a Delaware limited liability company,

Plaintiff,

v.

SIMCOM WIRELESS SOLUTIONS CO.,
LTD., a Chinese limited company,
SIM TECHNOLOGY GROUP LTD, a
Bermuda limited company, MICRON
ELECTRONICS L.L.C., a Delaware limited
liability company, and KOWATEC
CORPORATION, a California corporation,

Defendants.

Civil Action No. 12-034-RGA

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

Plaintiff M2M Solutions LLC (“M2M Solutions”) brings this action for patent infringement under the laws of the United States relating to patents, 35 U.S.C. §§1 et seq., against Defendants SIMCom Wireless Solutions Co., Ltd. and SIM Technology Group Ltd. (collectively, “SIMCom”), Micron Electronics L.L.C. (“Micron”), and Kowatec Corporation (“Kowatec”), hereby alleging as follows:

THE PARTIES

1. Plaintiff M2M Solutions is a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business in Harwood, Maryland.

2. Upon information and belief, Defendant SIMCom Wireless Solutions Co., Ltd. is a foreign limited company organized and existing under the laws of P.R. China, having its principal place of business at Building A, SIM Technology Building, No. 633, Jinzhong Road,

Changning District, Shanghai, P.R. China. Upon information and belief, SIMCom Wireless Solutions Co., Ltd. is a wholly-owned subsidiary of Defendant SIM Technology Group Ltd.

3. Upon information and belief, Defendant SIM Technology Group Ltd. is a foreign limited company organized and existing under the laws of Bermuda, having its principal place of business at Unit 2908, 29th Floor, 248 Queen's Road East, Wanchai, Hong Kong. Upon information and belief, SIM Technology Group Ltd. is the ultimate parent company of Defendant SIMCom Wireless Solutions, Co., Ltd.

4. Upon information and belief, Defendant Micron Electronics L.L.C. is a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 601 N. Congress Ave., Ste 439, Delray Beach, Florida 33445. Upon information and belief, Micron has appointed CorpAmerica, Inc., 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its registered agent for service of process. Micron is a designated sales agent and distributor for SIMCom's M2M wireless module products in the United States.

5. Upon information and belief, Defendant Kowatec Corporation is a corporation organized and existing under the laws of the State of California, having its principal place of business at 1580 Oakland Rd., Suite C102, San Jose, California 95131. Upon information and belief, Kowatec has appointed Choi Hung Kwok, 2596 Rymar Lane, San Jose, California 95133 as its registered agent for service of process. Kowatec is a designated sales agent and distributor for SIMCom's M2M wireless module products in the United States.

JURISDICTION AND VENUE

6. This Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a) because this action arises under the patent laws of the United States.

7. Upon information and belief, Defendants have submitted to the personal jurisdiction of this Court by committing acts that establish each of their legal presence within the State of Delaware, including acting directly, and/or through their third-party distribution networks, to sell and offer for sale to Delaware residents infringing products and related services that practice, embody, and/or facilitate unauthorized use of the claimed inventions of the patent-in-suit. Upon information and belief, Defendants have also generally acted to place these infringing products and related services into the stream of commerce with the intent, purpose, and reasonably foreseeable result of supplying the Delaware market therewith. Moreover, upon information and belief, Defendants have actively induced Delaware residents to use these products and services in an infringing manner by making available and/or disseminating within this judicial district promotional and marketing materials, instructional materials, product manuals, and technical materials illustrating and advocating such infringing uses. By virtue of their above-described actions, Defendants have transacted business, performed services, contracted to supply services, caused tortious injury, regularly done or solicited business, engaged in a persistent course of conduct, and/or derived substantial revenues from infringing products and services used in Delaware. In light of Defendants' aforementioned contacts with the State of Delaware and their purposeful availment of the rights and benefits of Delaware law, maintenance of this suit would not offend traditional notions of fair play and substantial justice.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§1391(b), (c), and (d) and 1400(b) because, *inter alia*, a substantial part of the events or omissions giving rise to the claim occurred in this judicial district, Defendants are subject to personal jurisdiction in and therefore reside in this judicial district, and Defendants have committed acts of patent infringement and have a regular presence in this judicial district.

THE PATENTS-IN-SUIT

9. On September 1, 2009, United States Patent No. 7,583,197 (the “‘197 patent-in-suit”), entitled “Programmable Communicator,” was duly and legally issued by the United States Patent and Trademark Office to inventor Eveline Wesby-van Swaay. M2M Solutions is the sole owner by assignment of the entire rights, title, and interest in and to the ‘197 patent-in-suit, including the rights to sue on and recover damages for any past, current, or future infringements thereof. A true and correct copy of the ‘197 patent-in-suit is attached hereto as Exhibit A.

10. On January 10, 2012, United States Patent No. 8,094,010 (the “‘010 patent-in-suit”), entitled “Programmable Communicator,” was duly and legally issued by the United States Patent and Trademark Office to inventor Eveline Wesby-van Swaay. M2M Solutions is the sole owner by assignment of the entire rights, title, and interest in and to the ‘010 patent-in-suit, including the rights to sue on and recover damages for any past, current, or future infringements thereof. A true and correct copy of the ‘010 patent-in-suit is attached hereto as Exhibit B.

11. The claimed inventions of the ‘197 and ‘010 patents-in-suit relate in relevant part to wireless modules and related devices designed and intended for use in machine-to-machine (“M2M”) communications. So-called M2M communications encompass a variety of applications in which one machine is able to remotely monitor a second machine in a relatively autonomous fashion by communicating with or through a wireless module that is embedded in or otherwise linked to that second machine. By way of limited examples, M2M applications are prevalent in the fields of automated meter reading, asset tracking and fleet management, automotive telematics, commercial and residential security systems, wireless telemedicine and healthcare devices, industrial automation and controls, remote information displays and digital

signage, and the remote control of certain consumer devices and appliances, point of sale payment systems, vending machines, kiosks, and ATM and banking machines.

COUNT I
(SIMCOM'S INFRINGEMENT OF U.S. PATENT NO. 7,583,197)

12. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-11 above as if fully set forth herein.

13. SIMCom has directly infringed, and continues to directly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, its M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '197 patent-in-suit.

14. Upon information and belief, SIMCom has had actual and/or constructive knowledge of the existence of the '197 patent-in-suit since prior to the filing of the initial Complaint in this action on January 13, 2012. Moreover, upon further information and belief, SIMCom received additional confirmatory notice as to the existence of the '197 patent-in-suit on or about January 13, 2012 in conjunction with the public filing and attempted service of the initial Complaint in this action.

15. Upon information and belief, with knowledge of the '197 patent-in-suit, SIMCom has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure its M2M wireless module products in an infringing manner that embodies and/or practices the claimed inventions

of the '197 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. SIMCom has actively induced direct infringement by, *inter alia*, designing and introducing into the stream of commerce its M2M wireless module products suitable for infringing uses in M2M communications applications, by publishing manuals and promotional literature describing and instructing the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '197 patent-in-suit. Upon information and belief, SIMCom has performed the acts that constitute inducement of infringement with the knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

16. Upon information and belief, SIMCom has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C. §271(c) by selling, offering for sale, and/or importing its M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '197 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

17. Upon information and belief, SIMCom's acts of infringing the '197 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

18. M2M Solutions has been and continues to be damaged by SIMCom's infringements of the '197 patent-in-suit in an amount to be determined at trial.

19. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless SIMCom's infringements of the '197 patent-in-suit are enjoined by this Court.

20. Upon information and belief, SIMCom's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

COUNT II
(SIMCOM'S INFRINGEMENT OF U.S. PATENT NO. 8,094,010)

21. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-20 above as if fully set forth herein.

22. SIMCom has directly infringed, and continues to directly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, its M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '010 patent-in-suit.

23. Upon information and belief, SIMCom has had actual and/or constructive knowledge of the existence of the '010 patent-in-suit since prior to the filing of the initial Complaint in this action on January 13, 2012. Moreover, upon further information and belief, SIMCom received additional confirmatory notice as to the existence of the '010 patent-in-suit on or about January 13, 2012 in conjunction with the public filing and attempted service of the initial Complaint in this action.

24. Upon information and belief, with knowledge of the '010 patent-in-suit, SIMCom has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure its M2M wireless module products in an infringing manner that embodies and/or practices the claimed inventions of the '010 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. SIMCom has actively induced direct infringement by, *inter alia*, designing and introducing into the stream of commerce its M2M wireless module products suitable for infringing uses in M2M communications applications, by publishing manuals and promotional literature describing and instructing the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '010 patent-in-suit. Upon information and belief, SIMCom has performed the acts that constitute inducement of infringement with the knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

25. Upon information and belief, SIMCom has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(c) by selling, offering for sale, and/or importing its M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '010 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

26. Upon information and belief, SIMCom's acts of infringing the '010 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

27. M2M Solutions has been and continues to be damaged by SIMCom's infringements of the '010 patent-in-suit in an amount to be determined at trial.

28. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless SIMCom's infringements of the '010 patent-in-suit are enjoined by this Court.

29. Upon information and belief, SIMCom's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

COUNT III
(MICRON'S INFRINGEMENT OF U.S. PATENT NO. 7,583,197)

30. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-29 above as if fully set forth herein.

31. Micron has directly infringed, and continues to directly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, SIMCom's M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '197 patent-in-suit.

32. Upon information and belief, Micron has had actual and/or constructive knowledge of the existence of the '197 patent-in-suit since prior to the filing of this First Amended Complaint. In addition, Micron will receive further confirmatory notice as to the existence of the '197 patent-in-suit upon the service of this First Amended Complaint by M2M Solutions at the address referenced herein, concurrently with this filing.

33. Upon information and belief, with knowledge of the '197 patent-in-suit, Micron has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure SIMCom's M2M wireless module products in an infringing manner that embodies and/or practices the claimed inventions of the '197 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. Micron has actively induced direct infringement by, *inter alia*, introducing into the stream of commerce SIMCom's M2M wireless module products suitable for infringing uses in M2M communications applications, by distributing or making available SIMCom's manuals and promotional literature describing and instructing in the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '197 patent-in-suit. Upon information and belief, Micron has performed the acts that constitute inducement of infringement with the knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

34. Upon information and belief, Micron has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C.

§271(c) by selling, offering for sale, and/or importing SIMCom's M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '197 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

35. Upon information and belief, Micron's acts of infringing the '197 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

36. M2M Solutions has been and continues to be damaged by Micron's infringements of the '197 patent-in-suit in an amount to be determined at trial.

37. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless Micron's infringements of the '197 patent-in-suit are enjoined by this Court.

38. Upon information and belief, Micron's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

COUNT IV
(MICRON'S INFRINGEMENT OF U.S. PATENT NO. 8,094,010)

39. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-38 above as if fully set forth herein.

40. Micron has directly infringed, and continues to directly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling

within the United States, and/or importing into the United States, SIMCom's M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '010 patent-in-suit.

41. Upon information and belief, Micron has had actual and/or constructive knowledge of the existence of the '010 patent-in-suit since prior to the filing of this First Amended Complaint. In addition, Micron will receive further confirmatory notice as to the existence of the '010 patent-in-suit upon the service of this First Amended Complaint by M2M Solutions at the address referenced herein, concurrently with this filing.

42. Upon information and belief, with knowledge of the '010 patent-in-suit, Micron has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure SIMCom's M2M wireless module products in an infringing manner that embodies and/or practices the claimed inventions of the '010 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. Micron has actively induced direct infringement by, *inter alia*, introducing into the stream of commerce SIMCom's M2M wireless module products suitable for infringing uses in M2M communications applications, by distributing or making available SIMCom's manuals and promotional literature describing and instructing in the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '010 patent-in-suit. Upon information and belief, Micron has performed the acts that constitute inducement of infringement with the

knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

43. Upon information and belief, Micron has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(c) by selling, offering for sale, and/or importing SIMCom's M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '010 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

44. Upon information and belief, Micron's acts of infringing the '010 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

45. M2M Solutions has been and continues to be damaged by Micron's infringements of the '010 patent-in-suit in an amount to be determined at trial.

46. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless Micron's infringements of the '010 patent-in-suit are enjoined by this Court.

47. Upon information and belief, Micron's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

COUNT V
(KOWATEC'S INFRINGEMENT OF U.S. PATENT NO. 7,583,197)

48. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-47 above as if fully set forth herein.

49. Kowatec has directly infringed, and continues to directly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, SIMCom's M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '197 patent-in-suit.

50. Upon information and belief, Kowatec has had actual and/or constructive knowledge of the existence of the '197 patent-in-suit since prior to the filing of this First Amended Complaint. In addition, Kowatec will receive further confirmatory notice as to the existence of the '197 patent-in-suit upon the service of this First Amended Complaint by M2M Solutions at the address referenced herein, concurrently with this filing.

51. Upon information and belief, with knowledge of the '197 patent-in-suit, Kowatec has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure SIMCom's M2M wireless module products in an infringing manner that embodies and/or practices the claimed inventions of the '197 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. Kowatec has actively induced direct infringement by introducing into the stream of commerce SIMCom's M2M wireless module products suitable

for infringing uses in M2M communications applications and, upon information and belief, by distributing or making available SIMCom's manuals and promotional literature describing and instructing in the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '197 patent-in-suit. Upon information and belief, Kowatec has performed the acts that constitute inducement of infringement with the knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

52. Upon information and belief, Kowatec has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '197 patent-in-suit under 35 U.S.C. §271(c) by selling, offering for sale, and/or importing SIMCom's M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '197 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

53. Upon information and belief, Kowatec's acts of infringing the '197 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

54. M2M Solutions has been and continues to be damaged by Kowatec's infringements of the '197 patent-in-suit in an amount to be determined at trial.

55. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless Kowatec's infringements of the '197 patent-in-suit are enjoined by this Court.

56. Upon information and belief, Kowatec's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

COUNT VI
(KOWATEC'S INFRINGEMENT OF U.S. PATENT NO. 8,094,010)

57. M2M Solutions realleges and incorporates by reference each and every allegation of Paragraphs 1-56 above as if fully set forth herein.

58. Kowatec has directly infringed, and continues to directly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(a), either literally and/or under the doctrine of equivalents, by without authority making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, SIMCom's M2M wireless module products and related services that are designed and promoted for use in M2M communications applications, and that embody and/or practice the inventions of one or more claims of the '010 patent-in-suit.

59. Upon information and belief, Kowatec has had actual and/or constructive knowledge of the existence of the '010 patent-in-suit since prior to the filing of this First Amended Complaint. In addition, Kowatec will receive further confirmatory notice as to the existence of the '010 patent-in-suit upon the service of this First Amended Complaint by M2M Solutions at the address referenced herein, concurrently with this filing.

60. Upon information and belief, with knowledge of the '010 patent-in-suit, Kowatec has indirectly infringed, and continues to indirectly infringe, one or more claims thereof under 35 U.S.C. §271(b) through the active inducement of direct infringement by intending to encourage, and in fact encouraging, its customers to configure SIMCom's M2M wireless module

products in an infringing manner that embodies and/or practices the claimed inventions of the '010 patent-in-suit, and to without authority use, import, offer for sale, and/or sell those products so configured within or into the United States. Kowatec has actively induced direct infringement by introducing into the stream of commerce SIMCom's M2M wireless module products suitable for infringing uses in M2M communications applications and, upon information and belief, by distributing or making available SIMCom's manuals and promotional literature describing and instructing in the configuration and operation of those products in an infringing manner by its customers, and by offering support and technical assistance to its customers that encourage use of those products in ways that directly infringe one or more claims of the '010 patent-in-suit. Upon information and belief, Kowatec has performed the acts that constitute inducement of infringement with the knowledge or willful blindness that the acts induced thereby would constitute direct infringement by its customers.

61. Upon information and belief, Kowatec has also indirectly infringed, and continues to indirectly infringe, one or more claims of the '010 patent-in-suit under 35 U.S.C. §271(c) by selling, offering for sale, and/or importing SIMCom's M2M wireless module products within or into the United States knowing that those products are especially made or especially adapted for use in direct infringements of the '010 patent-in-suit by its customers, and knowing that those products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

62. Upon information and belief, Kowatec's acts of infringing the '010 patent-in-suit have been willful and undertaken in knowing and deliberate disregard of M2M Solutions' patent rights.

63. M2M Solutions has been and continues to be damaged by Kowatec's infringements of the '010 patent-in-suit in an amount to be determined at trial.

64. M2M Solutions has suffered irreparable injury for which there is no adequate remedy at law, and will continue to suffer such irreparable injury, unless Kowatec's infringements of the '010 patent-in-suit are enjoined by this Court.

65. Upon information and belief, Kowatec's willful infringements, together with its other potential conduct in this action, have or will render this case exceptional under 35 U.S.C. §285 and thereby entitle M2M Solutions to recovery of its attorneys fees and costs incurred in prosecuting this action.

PRAYER FOR RELIEF

WHEREFORE, M2M Solutions respectfully requests that this Court enter a judgment in its favor and against Defendants as follows:

(a) Declaring that Defendants have directly infringed, induced others to infringe, and/or committed acts of contributory infringement with regard to one or more claims of the '197 and/or '010 patents-in-suit;

(b) Awarding damages adequate to fully compensate M2M Solutions within the meaning of 35 U.S.C. §284 for the past acts of infringement committed by Defendants, as well as any applicable prejudgment and post-judgment interest thereon at the maximum rates allowed by law;

(c) Awarding an accounting and supplemental damages adequate to fully compensate M2M Solutions within the meaning of 35 U.S.C. §284 for any continuing or future acts of infringement committed by Defendants subsequent to the discovery cut-off date in this action, as well as any applicable prejudgment and post-judgment interest thereon at the maximum rates allowed by law;

(d) Awarding treble or otherwise enhanced damages to M2M Solutions pursuant to 35 U.S.C. §284 for the acts of willful infringement committed by Defendants, as well as any applicable prejudgment and post-judgment interest thereon at the maximum rates allowed by law;

(e) Declaring that this action is exceptional within the meaning of 35 U.S.C. §285, and concomitantly awarding M2M Solutions its attorneys fees as the prevailing party in this action, as well as any applicable prejudgment and post-judgment interest thereon at the maximum rates allowed by law;

(f) Awarding M2M Solutions its costs and expenses incurred in this action;

(g) Ordering that Defendants and their parents, subsidiaries, affiliates, successors, predecessors, assigns, and the officers, directors, agents, servants and employees of each of the foregoing, customers and/or licensees, and those persons acting in concert or participation with any of them, be preliminarily and permanently enjoined and restrained from continued infringement, including but not limited to using, making, offering for sale, and/or selling within the United States, and/or importing into the United States, products and related services that infringe the '197 and/or '010 patents-in-suit, and from contributing to and/or inducing the infringement by others of the '197 and/or '010 patents-in-suit, at all times prior to their expiration, including any extensions thereof; and

(h) Awarding any further relief to M2M Solutions that this Court deems just and proper.

DEMAND FOR JURY TRIAL

M2M Solutions demands a jury trial as to all issues arising in this action that are so triable.

March 28, 2012

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