

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WILLIAM REBER, L.L.C.)	
)	
Plaintiff,)	
)	Civil Action No.: 1:07-cv-02382
v.)	
)	Judge John W. Darrah
HELIO L.L.C.)	
)	Magistrate Judge Jeffrey Cole
Defendants.)	

**PLAINTIFF’S REPLY TO DEFENDANT
HELIO L.L.C.’S COUNTERCLAIMS**

Plaintiff, William Reber L.L.C. (“Reber”), responds to the Counterclaims of defendant, Helio L.L.C. (“Helio”), as follows:

COUNTERCLAIMS

23. Helio is a Delaware limited liability company have a principal place of business at 10960 Wilshire Boulevard, 6th Floor, Los Angele, California 90024.

RESPONSE:

Admitted.

24. On information and belief, Plaintiff is an Illinois limited liability company having a principal place of business at 2812 Deerfield Lane, Rolling Meadows, Illinois 60008.

RESPONSE:

Admitted.

25. These counterclaims arise under federal law, and this Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338, 1367, 2201, and 2202, and the Patent Laws of the United States, U.S.C. § 1, et seq.

RESPONSE:

Admitted.

26. Venue is proper under 28 U.S.C. § 1391 and 1400(b).

RESPONSE:

Admitted.

27. Plaintiff has asserted that Helio infringes U.S. Patent No. 5,701,258 (the "Patent-in-Suit"). An actual controversy exists between Plaintiff and Helio over the alleged infringement and invalidity of the Patent-in-Suit.

RESPONSE:

Reber admits that it has asserted that Helio infringes the patent-in-suit and that a controversy exists between Reber and Helio over the infringement of the patent-in-suit.

Otherwise denied.

FIRST COUNTERCLAIM

28. Helio incorporates and realleges Paragraphs 26 though 30 [sic] as though fully set forth herein.

RESPONSE:

Reber incorporates and realleges its responses to paragraphs 23 through 27 as though fully set for herein. (Helio's "26 through 30" appears to be a typographical error, as this paragraph re-alleges paragraphs that Helio has yet to allege.)

29. An actual and justiciable case or controversy exists between Plaintiff and Helio as to the infringement of the Patents-in-Suit.

RESPONSE:

Admitted.

30. Helio has not infringed and does not presently infringe, either willfully or otherwise, nor has it contributed to the infringement of, or actively induced others to infringe any claim of the Patent-in-Suit.

RESPONSE:

Denied.

SECOND COUNTERCLAIM

31. Helio incorporates and realleges Paragraphs 26 through 35 [sic] as though fully set forth herein.

RESPONSE:

Reber incorporates and realleges its responses to paragraphs 23 through 30 as though fully set for herein. (Helio's "26 through 35" appears to be a typographical error, as the counterclaims do not include a paragraph 34 or 35.)

32. An actual and justiciable case or controversy exists between Plaintiff and Helio as to the validity of the Patents-in-Suit.

RESPONSE:

Admitted.

33. The claims of patent-in-suit are invalid for failure to meet one or more of the requirements of patentability set forth in the Patent Statute, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and 112.

RESPONSE:

Denied.

WHEREFORE, Reber requests that judgment be entered in its favor and against Helio on the Counterclaims brought by Helio. Reber further requests that it be granted all of the relief requested in its Complaint.

JURY DEMAND

Reber demands trial by jury in all issues property triable to a jury.

July 27, 2007

WILLIAM REBER, L.L.C.

/s/ Vasilios D. Dossas

Vasilios D. Dossas

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **PLAINTIFF'S REPLY TO DEFENDANT HELIO L.L.C'S COUNTERCLAIMS** was served upon the below listed counsel of record on July 31, 2007 by email and First Class Mail:

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Dated: July 31, 2007

/s/ Vasilios D. Dossas