

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

INNOVATIO IP VENTURES, LLC,

Plaintiff,

v.

BEST WESTERN RIVER NORTH HOTEL,
L.L.C. d/b/a BEST WESTERN PLUS RIVER
NORTH HOTEL;
PACIFIC TAI, INC. d/b/a BEST WESTERN
GRANT PARK HOTEL;
OAKHILL MANAGEMENT, INC. d/b/a BEST
WESTERN CHICAGOLAND –
COUNTRYSIDE;
HILLSIDE HOSPITALITY INC. d/b/a BEST
WESTERN CHICAGO HILLSIDE;
EVANSTON NORTHSORE HOTEL
PARTNERS, L.L.C. d/b/a BEST WESTERN
UNIVERSITY PLAZA;
SHREE NAM CORPORATION d/b/a BEST
WESTERN PLUS OAKBROOK INN;
HOSTMARK HOSPITALITY GROUP, INC.
d/b/a BEST WESTERN AT O’HARE;
MORTON GROVE HOSPITALITY, INC. d/b/a
BEST WESTERN MORTON GROVE INN;
MAHARISHI HOSPITALITY INC. d/b/a BEST
WESTERN DES PLAINES INN;
BELTWAY HOSPITALITY LLC d/b/a BEST
WESTERN CLOCK TOWER RESORT;
SAM PATEL, an individual, d/b/a BEST
WESTERN PLUS CHICAGO SOUTHLAND;
JOY PATEL, an individual, d/b/a BEST
WESTERN NAPERVILLE INN;
ANTHONY KLOK, an individual, d/b/a BEST
WESTERN PLUS HAWTHORNE
TERRACE;
JOHN DOE NO. 1 d/b/a BEST WESTERN INN &
SUITES – MIDWAY AIRPORT;
JOHN DOE NO. 2 d/b/a BEST WESTERN
ROMEDEVILLE INN;
JOHN DOE NO. 3 d/b/a BEST WESTERN
MONEE INN;
JOHN DOE NO. 4 d/b/a BEST WESTERN INN

Civil Action No. 1:11-cv-4668

JURY TRIAL DEMANDED

OF ST. CHARLES HOTEL;
JOHN DOE NO. 5 d/b/a BEST WESTERN
JOLIET INN & SUITES;
JOHN DOE NO. 6 d/b/a BEST WESTERN
GURNEE HOTEL & SUITES;
JOHN DOE NO. 7 d/b/a BEST WESTERN INN &
SUITES AT MARKET SQUARE;
JOHN DOE NO. 8 d/b/a BEST WESTERN
DEKALB INN & SUITES;
JOHN DOE NO. 9 d/b/a BEST WESTERN
LEGACY INN & SUITES BELOIT;
JOHN DOE NO. 10 d/b/a BEST WESTERN
OGLESBY INN; and
JOHN DOE NO. 11 d/b/a BEST WESTERN
PLUS TIMBER CREEK INN & SUITES;

Defendants.

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

For its Original Complaint for Patent Infringement, Plaintiff Innovatio IP Ventures, LLC (“Innovatio”), by and through its undersigned counsel, alleges as follows:

THE PARTIES

1. Plaintiff Innovatio is a limited liability company organized under the laws of the State of Delaware and has a place of business at 22 West Washington Street, Suite 1500, Chicago, Illinois 60602.

2. On information and belief, Defendant Best Western River North Hotel, L.L.C. is a limited liability company organized under the laws of the State of Illinois, having a principal place of business at 125 W. Ohio Street, Chicago, IL 60654, and operating a hotel under the name of “Best Western Plus River North Hotel” at 125 W. Ohio Street, Chicago, IL 60654 (“Best Western River North”).

3. On information and belief, Defendant Pacific Tai, Inc. is a corporation organized under the laws of the State of Illinois, having a principal place of business at 1100 S. Michigan

Avenue, Chicago, IL 60605, and operating a hotel under the name of “Best Western Grant Park Hotel” at 1100 S. Michigan Avenue, Chicago, IL 60605 (“Best Western Grant Park”).

4. On information and belief, Defendant Oakhill Management, Inc. is a corporation organized under the laws of the State of Illinois, having a principal place of business at 6406 Joliet Road, Suite 212, Countryside, IL 60525, and operating a hotel under the name of “Best Western Chicagoland – Countryside” at 6251 Joliet Road, Countryside, IL 60525 (“Best Western Chicagoland”).

5. On information and belief, Defendant Hillside Hospitality Inc. is a corporation organized under the laws of the State of Illinois, having a principal place of business at 8110 Koehler Drive, Orland Park, IL 60462, and operating a hotel under the name of “Best Western Chicago Hillside” at 4400 Frontage Road, Hillside, IL 60162 (“Best Western Hillside”).

6. On information and belief, Defendant Evanston Northshore Hotel Partners, L.L.C. is a limited liability company organized under the laws of the State of Illinois, having a principal place of business at 1501 Sherman Avenue, Evanston, IL 60201, and operating a hotel under the name of “Best Western University Plaza” at 1501 Sherman Avenue, Evanston, IL 60201 (“Best Western University Plaza”).

7. On information and belief, Defendant Shree Nam Corporation is a corporation organized under the laws of the State of Illinois, having a principal place of business at 669 Pasquinelli Drive, Westmont, IL 60559, and operating a hotel under the name of “Best Western Plus Oakbrook Inn” at 669 Pasquinelli Drive, Westmont, IL 60559 (“Best Western Oakbrook”).

8. On information and belief, Defendant Hostmark Hospitality Group, Inc. is a corporation organized under the laws of the State of Illinois, having a principal place of business at 1300 E. Woodfield Road, Suite 400, Schaumburg, IL 60173, and operating a hotel under the

name of “Best Western at O’Hare” at 10300 W. Higgins Road, Rosemont, IL 60018 (“Best Western O’Hare”).

9. On information and belief, Defendant Morton Grove Hospitality, Inc. is a corporation organized under the laws of the State of Illinois, having a principal place of business at 1300 Beckett Circle, Schaumburg, IL 60173, and operating a hotel under the name of “Best Western Morton Grove Inn” at 9424 Waukegan Road, Morton Grove, IL 60053 (“Best Western Morton Grove”).

10. On information and belief, Defendant Maharishi Hospitality Inc. is a corporation organized under the laws of the State of Delaware, having a principal place of business at 3219 Tallgrass Drive, Naperville, IL 60564, and operating a hotel under the name of “Best Western Des Plaines Inn” at 1231 Lee Street, Des Plaines, IL, 60018 (“Best Western Des Plaines”).

11. On information and belief, Defendant Beltway Hospitality LLC is a limited liability company organized under the laws of the State of Texas, having a principal place of business at 6833 W. Sam Houston Parkway, Suite 202, Houston, TX 77072, and operating a hotel under the name of “Best Western Clock Tower Resort” at 7801 E. State Street, Rockford, IL 61108 (“Best Western Clock Tower”).

12. On information and belief, Defendant Sam Patel owns and operates a hotel under the name of “Best Western Plus Chicago Southland” at 4375 Frontage Road, Oak Forest, IL 60452 (“Best Western Southland”).

13. On information and belief, Defendant Joy Patel owns and operates a hotel under the name of “Best Western Naperville Inn” at 1617 Naperville Wheaton Road, Naperville, IL 60563 (“Best Western Naperville”).

14. On information and belief, Defendant Anthony Klok owns and operates a hotel under the name of “Best Western Plus Hawthorne Terrace” at 3434 North Broadway Street, Chicago, IL 60657 (“Best Western Hawthorne”).

15. On information and belief, Defendant John Doe No. 1 owns and operates a hotel under the name of “Best Western Inn & Suites – Midway Airport” at 8220 S. Cicero Avenue, Burbank, IL 60459 (“Best Western Midway”).

16. On information and belief, Defendant John Doe No. 2 owns and operates a hotel under the name of “Best Western Romeoville Inn” at 1280 West Normantown Road, Romeoville, IL 60446 (“Best Western Romeoville”).

17. On information and belief, Defendant John Doe No. 3 owns and operates a hotel under the name of “Best Western Monee Inn” at 5815 W. Monee-Manhattan Road, Monee, IL 60449 (“Best Western Monee”).

18. On information and belief, Defendant John Doe No. 4 owns and operates a hotel under the name of “Best Western Inn of St. Charles Hotel” at 1635 E. Main Street, Saint Charles, IL 60174 (“Best Western St. Charles”).

19. On information and belief, Defendant John Doe No. 5 owns and operates a hotel under the name of “Best Western Joliet Inn & Suites” at 4380 Enterprise Drive, Joliet, IL 60431 (“Best Western Joliet”).

20. On information and belief, Defendant John Doe No. 6 owns and operates a hotel under the name of “Best Western Gurnee Hotel & Suites” at 5430 Grand Avenue, Gurnee, IL 60031 (“Best Western Gurnee”).

21. On information and belief, Defendant John Doe No. 7 owns and operates a hotel under the name of “Best Western Plus – The Inn and Suites at Market Square” at 2723 Sheridan Road, Zion, IL 60099 (“Best Western Market Square”).

22. On information and belief, Defendant John Doe No. 8 owns and operates a hotel under the name of “Best Western DeKalb Inn & Suites” at 1212 W. Lincoln Highway, DeKalb, IL 60115 (“Best Western DeKalb”).

23. On information and belief, Defendant John Doe No. 9 owns and operates a hotel under the name of “Best Western Legacy Inn & Suites Beloit” at 5910 Technology Drive, South Beloit, IL 61080 (“Best Western Beloit”).

24. On information and belief, Defendant John Doe No. 10 owns and operates a hotel under the name of “Best Western Oglesby Inn” at 900 Holiday Inn Street, Oglesby, IL 61348 (“Best Western Oglesby”).

25. On information and belief, Defendant John Doe No. 11 owns and operates a hotel under the name of “Best Western Plus Timber Creek Inn & Suites” at 3300 Drew Avenue, Sandwich, IL 60548 (“Best Western Timber Creek”).

26. The Defendants identified in paragraphs 2-25 above are hereinafter referred to collectively as “the Best Western Defendants.”

JURISDICTION AND VENUE

27. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.* This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).

28. This Court has personal jurisdiction over the Best Western Defendants.

29. Venue for this action is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400(b).

THE PATENTS-IN-SUIT

30. On March 30, 2004, the United States Patent and Trademark Office (“the USPTO”) duly and legally issued U.S. Patent No. 6,714,559 (“the ‘559 Patent”) titled “Redundant Radio Frequency Network Having A Roaming Terminal Communication Protocol.” A copy of the ‘559 Patent is attached as Exhibit A.

31. On June 10, 2008, the USPTO duly and legally issued U.S. Patent No. 7,386,002 (“the ‘002 Patent”) titled “Redundant Radio Frequency Network Having A Roaming Terminal Communication Protocol.” A copy of the ‘002 Patent is attached as Exhibit B.

32. On May 19, 2009, the USPTO duly and legally issued U.S. Patent No. 7,535,921 (“the ‘921 Patent”) titled “Redundant Radio Frequency Network Having A Roaming Terminal Communication Protocol.” A copy of the ‘921 Patent is attached as Exhibit C.

33. On June 16, 2009, the USPTO duly and legally issued U.S. Patent No. 7,548,553 (“the ‘553 Patent”) titled “Redundant Radio Frequency Network Having A Roaming Terminal Communication Protocol.” A copy of the ‘553 Patent is attached as Exhibit D.

34. On April 14, 1998, the USPTO duly and legally issued U.S. Patent No. 5,740,366 (“the ‘366 Patent”) titled “Communication Network Having Plurality Of Bridging Nodes Which Transmit A Beacon To Terminal Nodes In Power Saving State That It Has Messages Awaiting Delivery.” A copy of the ‘366 Patent is attached as Exhibit E.

35. On August 17, 1999, the USPTO duly and legally issued U.S. Patent No. 5,940,771 (“the ‘771 Patent”) titled “Network Supporting Roaming, Sleeping Terminals.” A copy of the ‘771 Patent is attached as Exhibit F.

36. On April 16, 2002, the USPTO duly and legally issued U.S. Patent No. 6,374,311 (“the ‘311 Patent”) titled “Communication Network Having A Plurality Of Bridging Nodes Which Transmit A Beacon To Terminal Nodes In Power Saving State That It Has Messages Awaiting Delivery.” A copy of the ‘311 Patent is attached as Exhibit G.

37. On November 25, 2008, the USPTO duly and legally issued U.S. Patent No. 7,457,646 (“the ‘646 Patent”) titled “Radio Frequency Local Area Network.” A copy of the ‘646 Patent is attached as Exhibit H.

38. On August 13, 1996, the United States Patent and Trademark Office (“USPTO”) duly and legally issued U.S. Patent No. 5,546,397 (“the ‘397 Patent”) titled “High Reliability Access Point For Wireless Local Area Network.” A copy of the ‘397 Patent is attached as Exhibit I.

39. On December 1, 1998, the USPTO duly and legally issued U.S. Patent No. 5,844,893 (“the ‘893 Patent”) titled “System For Coupling Host Computer Means With Base Transceiver Units On A Local Area Network.” A copy of the ‘893 Patent is attached as Exhibit J.

40. On December 16, 2003, the USPTO duly and legally issued U.S. Patent No. 6,665,536 (“the ‘536 Patent”) titled “Local Area Network Having Multiple Channel Wireless Access.” A copy of the ‘536 Patent is attached as Exhibit K.

41. On February 24, 2004, the USPTO duly and legally issued U.S. Patent No. 6,697,415 (“the ‘415 Patent”) titled “Spread Spectrum Transceiver Module Utilizing Multiple Mode Transmission.” A copy of the ‘415 Patent is attached as Exhibit L.

42. On March 14, 2006, the USPTO duly and legally issued U.S. Patent No. 7,013,138 (“the ‘138 Patent”) titled “Local Area Network Having Multiple Channel Wireless Access.” A copy of the ‘138 Patent is attached as Exhibit M.

43. On May 4, 2010, the USPTO duly and legally issued U.S. Patent No. 7,710,907 (“the ‘907 Patent”) titled “Local Area Network Having Multiple Channel Wireless Access.” A copy of the ‘907 Patent is attached as Exhibit N.

44. On March 29, 2011, the USPTO duly and legally issued U.S. Patent No. 7,916,747 (“the ‘747 Patent”) titled “Redundant Radio Frequency Network Having A Roaming Terminal Communication Protocol.” A copy of the ‘747 Patent is attached as Exhibit O.

45. On January 18, 2011, the USPTO duly and legally issued U.S. Patent No. 7,873,343 (“the ‘343 Patent”) titled “Communication Network Terminal With Sleep Capability.” A copy of the ‘343 Patent is attached as Exhibit P.

46. On May 19, 2009, the USPTO duly and legally issued U.S. Patent No. 7,536,167 (“the ‘167 Patent”) titled “Network Supporting Roaming, Sleeping Terminals.” A copy of the ‘167 Patent is attached as Exhibit Q.

47. The seventeen patents identified in paragraphs 30-46 are hereinafter referred to collectively as the “WLAN Patents.”

48. Innovatio owns all rights, title, and interest in and to, and has standing to sue for infringement of, the WLAN Patents, including the right to sue for and collect past damages.

COUNT ONE
INFRINGEMENT OF THE ‘559 PATENT

49. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

50. The Best Western Defendants have infringed and continue to infringe one or more claims of the ‘559 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, wireless local area network products (“WLAN Products”) to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where

such WLAN Products practice the methods of, by way of example and not limitation, at least claims 6, 7, and 8 of the '559 Patent.

COUNT TWO
INFRINGEMENT OF THE '002 PATENT

51. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

52. The Best Western Defendants have infringed and continue to infringe one or more claims of the '002 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products practice the methods of, by way of example and not limitation, at least claims 14-16, 18, and 19 of the '002 Patent.

COUNT THREE
INFRINGEMENT OF THE '921 PATENT

53. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

54. The Best Western Defendants have infringed and continue to infringe one or more claims of the '921 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products practice the methods of, by way of example and not limitation, at least claims 1, 2, 5, 7, and 8 of the '921 Patent.

COUNT FOUR
INFRINGEMENT OF THE '553 PATENT

55. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

56. The Best Western Defendants have infringed and continue to infringe one or more claims of the '553 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products practice the methods of, by way of example and not limitation, at least claims 10-12, 17, 19, and 20 of the '553 Patent.

COUNT FIVE
INFRINGEMENT OF THE '366 PATENT

57. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

58. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '366 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 5-7, 9-17, 19-24, 26-29, and 32 of the '366 Patent.

COUNT SIX
INFRINGEMENT OF THE '771 PATENT

59. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

60. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '771 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1-7 of the '771 Patent.

COUNT SEVEN
INFRINGEMENT OF THE '311 PATENT

61. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

62. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '311 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 20-24, 26-30, 32-37, 39-41, 43-51, 53-56, 60, and 64 of the '311 Patent.

COUNT EIGHT
INFRINGEMENT OF THE '646 PATENT

63. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

64. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '646 Patent in violation of 35 U.S.C. § 271(a) by using, in this

judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products practice the methods of, by way of example and not limitation, at least claims 14-17, 19-22, 26-35, 39-40, 43-45, 47, 49-51, 53-56, 59-64, 66-69, 71-73, 79, 82-89, 91-94, 98-104, 107, 108, 111, 112, 114-123, 125-128, 130, 135-137, 143, and 144 of the '646 Patent.

COUNT NINE
INFRINGEMENT OF THE '397 PATENT

65. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

66. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '397 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1-5 of the '397 Patent.

COUNT TEN
INFRINGEMENT OF THE '893 PATENT

67. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

68. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '893 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests,

employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 7-11 of the '893 Patent.

COUNT ELEVEN
INFRINGEMENT OF THE '536 PATENT

69. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

70. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '536 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1, 5, 8, 10, 11, 13-17, 19, 20, and 49 of the '536 Patent.

COUNT TWELVE
INFRINGEMENT OF THE '415 PATENT

71. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

72. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '415 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 11, 12, and 15 of the '415 Patent.

COUNT THIRTEEN
INFRINGEMENT OF THE '138 PATENT

73. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

74. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '138 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1, 5, 8, 10, 11, 13-15, 17, 18, 21, 24, 26, 28, and 36 of the '138 Patent.

COUNT FOURTEEN
INFRINGEMENT OF THE '907 PATENT

75. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

76. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '907 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1, 7, 10, 12, 13, 15-17, 20, 21, 23, 24, 30, 33, 35, 36, 38, 39, 40, 43, 44, and 46-50 of the '907 Patent.

COUNT FIFTEEN
INFRINGEMENT OF THE '747 PATENT

77. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

78. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '747 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1-3, 5-8, 11, 13, 16, 17, and 20-25 of the '747 Patent.

COUNT SIXTEEN
INFRINGEMENT OF THE '343 PATENT

79. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

80. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '343 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products infringe, by way of example and not limitation, at least claims 1-6, 8-12, 15-20, 22, 23, 25, 28-30, 31-36, 38-42, 45-50, 52, 53, 55, and 58-60 of the '343 Patent.

COUNT SEVENTEEN
INFRINGEMENT OF THE '167 PATENT

81. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 48 as if fully set forth herein.

82. Innovatio believe that a reasonable opportunity for further investigation or discovery will likely show that the Best Western Defendants have infringed and continue to infringe one or more claims of the '167 Patent in violation of 35 U.S.C. § 271(a) by using, in this judicial district, WLAN Products to provide wireless network access to their customers, guests, employees, and/or the public, and/or in their business operations, where such WLAN Products practice the methods of, by way of example and not limitation, at least claims 73-77, 79-83, 85, 89-97, 100, 102-107, 109-113, 115, 119-127, 130, 132-134, and 203 of the '167 Patent.

PRAYER FOR RELIEF

WHEREFORE, Innovatio respectfully requests entry of judgment in its favor and the following relief, including:

A. That the Best Western Defendants be adjudged to have infringed one or more claims of each of the WLAN Patents;

B. That the Best Western Defendants and all related entities and their officers, agents, employees, representatives, servants, successors, assigns and all persons in active concert or participation with any of them, directly or indirectly, be preliminarily and permanently enjoined from using, or contributing or inducing the use of, any WLAN Product, system or network that infringes any WLAN Patent;

C. That the Best Western Defendants account for damages sustained by Innovatio as a result of the Best Western Defendants' infringement of the WLAN Patents, including both pre- and post-judgment interest and costs as fixed by this Court under 35 U.S.C. § 284; and

D. That the Court grant Innovatio such other and further relief as the Court may deem just and proper.

JURY DEMAND

Innovatio demands a trial by jury on all issues so triable.

Dated: July 11, 2011

Respectfully submitted,

/s/ Matthew G. McAndrews
Matthew G. McAndrews
Raymond P. Niro, Jr.
Brian E. Haan
Gabriel I. Opatken
NIRO, HALLER & NIRO
181 West Madison St., Suite 4600
Chicago, Illinois 60602
Telephone: (312) 236-0733
Facsimile: (312) 236-3137
E-mail: mmcandrews@nshn.com
E-mail: mirojr@nshn.com
E-mail: bhaan@nshn.com
E-mail: gopatken@nshn.com

Attorneys for Plaintiff,
INNOVATIO IP VENTURES, LLC