

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

INNOVATIO IP VENTURES, LLC,

Plaintiff,

v.

Civil Action No. 11-cv-6478

JW MARRIOTT CHICAGO;
COURTYARD CHICAGO ARLINGTON
HEIGHTS/NORTH;
COURTYARD CHICAGO ARLINGTON
HEIGHTS/SOUTH;
COURTYARD CHICAGO MIDWAY AIRPORT;
RESIDENCE INN CHICAGO MIDWAY
AIRPORT;
FAIRFIELD INN & SUITES CHICAGO
MIDWAY;
COURTYARD CHICAGO BLOOMINGDALE;
RESIDENCE INN CHICAGO
BLOOMINGDALE;
SPRINGHILL SUITES CHICAGO
BOLINGBROOK;
CHICAGO MARRIOTT SOUTHWEST AT
BURR RIDGE;
SPRINGHILL SUITES CHICAGO
SOUTHWEST AT BURR RIDGE/HINSDALE;
CHICAGO MARRIOTT AT MEDICAL
DISTRICT/UIC;
CHICAGO MARRIOTT DOWNTOWN
MAGNIFICENT MILE;
CHICAGO MARRIOTT MIDWAY;
CHICAGO MARRIOTT O'HARE;
RENAISSANCE BLACKSTONE CHICAGO
HOTEL;
RENAISSANCE CHICAGO DOWNTOWN
HOTEL;
RENAISSANCE CHICAGO O'HARE SUITES
HOTEL;
COURTYARD CHICAGO
DOWNTOWN/MAGNIFICENT MILE;
COURTYARD CHICAGO DOWNTOWN/
RIVER NORTH;
RESIDENCE INN CHICAGO
DOWNTOWN/MAGNIFICENT MILE;
RESIDENCE INN CHICAGO

JURY TRIAL DEMANDED

DOWNTOWN/RIVER NORTH;
FAIRFIELD INN & SUITES CHICAGO
DOWNTOWN;
SPRINGHILL SUITES CHICAGO
DOWNTOWN/RIVER NORTH;
SPRINGHILL SUITES CHICAGO O'HARE;
CHICAGO MARRIOTT SUITES DEERFIELD;
COURTYARD CHICAGO DEERFIELD;
RESIDENCE INN CHICAGO DEERFIELD;
COURTYARD CHICAGO O'HARE (DES
PLAINES);
CHICAGO MARRIOTT SUITES DOWNERS
GROVE;
COURTYARD CHICAGO
ELMHURST/OAKBROOK AREA;
SPRINGHILL SUITES CHICAGO
ELMHURST/OAKBROOK AREA;
COURTYARD CHICAGO
GLENVIEW/NORTHBROOK;
FAIRFIELD INN CHICAGO GURNEE;
COURTYARD CHICAGO HIGHLAND
PARK/NORTHBROOK;
CHICAGO MARRIOTT NORTHWEST;
FAIRFIELD INN JOLIET
NORTH/PLAINFIELD;
FAIRFIELD INN JOLIET SOUTH;
TOWNEPLACE SUITES JOLIET SOUTH;
LINCOLNSHIRE MARRIOTT RESORT;
COURTYARD CHICAGO LINCOLNSHIRE;
SPRINGHILL SUITES CHICAGO
(LINCOLNSHIRE);
HICKORY RIDGE MARRIOTT CONFERENCE
HOTEL;
RESIDENCE INN CHICAGO LOMBARD;
FAIRFIELD INN & SUITES CHICAGO
LOMBARD;
RESIDENCE INN CHICAGO LAKE
FOREST/METTAWA;
COURTYARD CHICAGO NAPERVILLE;
FAIRFIELD INN & SUITES CHICAGO
NAPERVILLE;
FAIRFIELD INN & SUITES CHICAGO
NAPERVILLE/AURORA;
TOWNEPLACE SUITES CHICAGO
NAPERVILLE;
RENAISSANCE CHICAGO NORTH SHORE

HOTEL;
CHICAGO MARRIOTT OAK BROOK;
OAK BROOK HILLS MARRIOTT RESORT;
RESIDENCE INN CHICAGO OAK BROOK;
COURTYARD CHICAGO OAKBROOK
TERRACE;
FAIRFIELD INN & SUITES OTTAWA
STARVED ROCK AREA;
FAIRFIELD INN PERU;
COURTYARD ROCKFORD;
RESIDENCE INN ROCKFORD;
FAIRFIELD INN & SUITES ROCKFORD;
CHICAGO MARRIOTT SUITES O'HARE
(ROSEMONT);
RESIDENCE INN CHICAGO O'HARE
(ROSEMONT);
CHICAGO MARRIOTT SCHAUMBURG;
RENAISSANCE SCHAUMBURG
CONVENTION CENTER HOTEL;
COURTYARD CHICAGO SCHAUMBURG;
RESIDENCE INN CHICAGO SCHAUMBURG;
SPRINGHILL SUITES CHICAGO
SCHAUMBURG;
COURTYARD CHICAGO ST. CHARLES;
FAIRFIELD INN & SUITES CHICAGO ST.
CHARLES;
FAIRFIELD INN CHICAGO TINLEY PARK;
RESIDENCE INN CHICAGO
NAPERVILLE/WARRENVILLE;
SPRINGHILL SUITES CHICAGO
NAPERVILLE/WARRENVILLE;
COURTYARD CHICAGO
WAUKEGAN/GURNEE;
RESIDENCE INN CHICAGO
WAUKEGAN/GURNEE;
SPRINGHILL SUITES CHICAGO
WAUKEGAN/GURNEE;
COURTYARD CHICAGO ELGIN/WEST
DUNDEE;
TOWNEPLACE SUITES CHICAGO
ELGIN/WEST DUNDEE;
COURTYARD CHICAGO WOOD
DALE/ITASCA;
LA QUINTA INN & SUITES BOLINGBROOK;
and
LA QUINTA INN CHICAGO O'HARE

AIRPORT,

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 against the Defendants – as particularly identified below – 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 JW Marriott Chicago owns and operates a hotel at 151 West Adams Street, Chicago, Illinois 60603.

3. On information and belief, Defendant Courtyard Chicago Arlington Heights/North owns and operates a hotel at 3700 North Wilke Road, Arlington Heights, Illinois 60004.

4. On information and belief, Defendant Courtyard Chicago Courtyard Chicago Arlington Heights/South owns and operates a hotel at 100 West Algonquin Road, Arlington Heights, IL 60005.

5. On information and belief, Defendant Courtyard Chicago Midway Airport owns and operates a hotel at 6610 South Cicero Avenue, Bedford Park, Illinois 60638.

6. On information and belief, Defendant Residence Inn Chicago Midway Airport owns and operates a hotel at 6638 South Cicero Avenue, Bedford Park, Illinois 60638.

7. On information and belief, Defendant Fairfield Inn & Suites Chicago Midway owns and operates a hotel at 6630 South Cicero Avenue, Bedford Park, Illinois 60638.
8. On information and belief, Defendant Courtyard Chicago Bloomingdale owns and operates a hotel at 275 Knollwood Drive, Bloomingdale, Illinois 60108.
9. On information and belief, Defendant Residence Inn Chicago Bloomingdale owns and operates a hotel at 295 Knollwood Drive, Bloomingdale, Illinois 60108.
10. On information and belief, Defendant SpringHill Suites Chicago Bolingbrook owns and operates a hotel at 125 Remington Boulevard, Bolingbrook, Illinois 60440.
11. On information and belief, Defendant Chicago Marriott Southwest at Burr Ridge owns and operates a hotel at 1200 Burr Ridge Parkway, Burr Ridge, Illinois 60527.
12. On information and belief, Defendant SpringHill Suites Chicago Southwest at Burr Ridge/Hinsdale owns and operates a hotel at 15W90 North Frontage Road, Burr Ridge, Illinois 60527.
13. On information and belief, Defendant Chicago Marriott at Medical District/UIC owns and operates a hotel at 625 South Ashland Avenue, Chicago, Illinois 60607.
14. On information and belief, Defendant Chicago Marriott Downtown Magnificent Mile owns and operates a hotel at 540 North Michigan Avenue, Chicago, Illinois 60611.
15. On information and belief, Defendant Chicago Marriott Midway owns and operates a hotel at 6520 South Cicero Avenue, Chicago, Illinois 60638.
16. On information and belief, Defendant Chicago Marriott O'Hare owns and operates a hotel at 8535 West Higgins Road, Chicago, Illinois 60631.
17. On information and belief, Renaissance Blackstone Chicago Hotel owns and operates a hotel at 636 South Michigan Avenue, Chicago, Illinois 60605.

18. On information and belief, Defendant Renaissance Chicago Downtown Hotel owns and operates a hotel at 1 West Wacker Drive, Chicago, Illinois 60601.

19. On information and belief, Defendant Renaissance Chicago O'Hare Suites Hotel owns and operates a hotel at 8500 West Bryn Mawr Avenue, Chicago, Illinois 60631.

20. On information and belief, Defendant Courtyard Chicago Downtown/Magnificent Mile owns and operates a hotel at 165 East Ontario Street, Chicago, Illinois 60611.

21. On information and belief, Defendant Courtyard Chicago Downtown/River North owns and operates a hotel at 30 East Hubbard, Chicago, Illinois 60611.

22. On information and belief, Defendant Residence Inn Chicago Downtown/Magnificent Mile owns and operates a hotel at 201 East Walton Place, Chicago, Illinois 60611.

23. On information and belief, Defendant Residence Inn Chicago Downtown/River North owns and operates a hotel at 410 North Dearborn Street, Chicago, Illinois 60654.

24. On information and belief, Defendant Fairfield Inn & Suites Chicago Downtown owns and operates a hotel at 216 East Ontario Street Chicago, Illinois 60611.

25. On information and belief, Defendant SpringHill Suites Chicago Downtown/River North owns and operates a hotel at 410 North Dearborn Street, Chicago, Illinois 60654.

26. On information and belief, Defendant SpringHill Suites Chicago O'Hare owns and operates a hotel under at 8101 West Higgins Road, Chicago, Illinois 60631.

27. On information and belief, Defendant Chicago Marriott Suites Deerfield owns and operates a hotel at 2 Parkway North, Deerfield, Illinois 60015.

28. On information and belief, Defendant Courtyard Chicago Deerfield owns and operates a hotel at 800 Lake Cook Road, Deerfield, Illinois 60015.

29. On information and belief, Defendant Residence Inn Chicago Deerfield owns and operates a hotel at 530 Lake Cook Road, Deerfield, Illinois 60015.

30. On information and belief, Defendant Courtyard Chicago O'Hare (Des Plaines) owns and operates a hotel at 2950 South River Road, Des Plaines, Illinois 60018.

31. On information and belief, Defendant Chicago Marriott Suites Downers Grove owns and operates a hotel at 1500 Opus Place, Downers Grove, Illinois 60515.

32. On information and belief, Defendant Courtyard Chicago Elmhurst/Oakbrook Area owns and operates a hotel at 370 North Illinois Route 83, Elmhurst, Illinois 60126.

33. On information and belief, Defendant SpringHill Suites Chicago Elmhurst/Oakbrook Area owns and operates a hotel at 410 West Lake Street, Elmhurst, Illinois 60126.

34. On information and belief, Defendant Courtyard Chicago Glenview/Northbrook owns and operates a hotel at 1801 Milwaukee Avenue, Glenview, Illinois 60025.

35. On information and belief, Defendant Fairfield Inn Chicago Gurnee owns and operates a hotel at 6090 Gurnee Mills Circle East, Gurnee, Illinois 60031.

36. On information and belief, Defendant Courtyard Chicago Highland Park/Northbrook owns and operates a hotel at 1505 Lake Cook Road, Highland Park, Illinois 60035.

37. On information and belief, Defendant Chicago Marriott Northwest owns and operates a hotel at 4800 Hoffmann Boulevard, Hoffman Estates, Illinois 60192.

38. On information and belief, Defendant Fairfield Inn Joliet North/Plainfield owns and operates a hotel at 3239 Norman Avenue, Joliet, Illinois 60435.
39. On information and belief, Defendant Fairfield Inn Joliet South owns and operates a hotel at 1501 Riverboat Center Drive, Joliet, Illinois 60436.
40. On information and belief, Defendant TownePlace Suites Joliet South owns and operates a hotel at 1515 Riverboat Center Drive, Joliet, Illinois 60431.
41. On information and belief, Defendant Lincolnshire Marriott Resort owns and operates a hotel at Ten Marriott Drive, Lincolnshire, Illinois 60069.
42. On information and belief, Defendant Courtyard Chicago Lincolnshire owns and operates a hotel at 505 Milwaukee Avenue, Lincolnshire, Illinois 60069.
43. On information and belief, Defendant SpringHill Suites Chicago (Lincolnshire) owns and operates a hotel at 300 Marriott Drive, Lincolnshire, Illinois 60069.
44. On information and belief, Defendant Hickory Ridge Marriott Conference Hotel owns and operates a hotel at 1195 Summerhill Drive, Lisle, Illinois 60532.
45. On information and belief, Defendant Residence Inn Chicago Lombard owns and operates a hotel at 2001 South Highland Avenue, Lombard, Illinois 60148.
46. On information and belief, Defendant Fairfield Inn & Suites Chicago Lombard owns and operates a hotel at 645 West North Avenue, Lombard, Illinois 60148.
47. On information and belief, Defendant Residence Inn Chicago Lake Forest/Mettawa owns and operates a hotel at 26325 North Riverwoods Boulevard, Mettawa, Illinois 60045.
48. On information and belief, Defendant Courtyard Chicago Naperville owns and operates a hotel at 1155 East Diehl Road, Naperville, Illinois 60563.

49. On information and belief, Defendant Fairfield Inn & Suites Chicago Naperville owns and operates a hotel at 1820 Abriter Court, Naperville, Illinois 60563.

50. On information and belief, Defendant Fairfield Inn & Suites Chicago Naperville/Aurora owns and operates a hotel at 1847 West Diehl Road, Naperville, Illinois 60563.

51. On information and belief, Defendant TownePlace Suites Chicago Naperville owns and operates a hotel at 1843 West Diehl Road, Naperville, Illinois 60563.

52. On information and belief, Defendant Renaissance Chicago North Shore Hotel owns and operates a hotel at 933 Skokie Boulevard, Northbrook, Illinois 60062.

53. On information and belief, Defendant Chicago Marriott Oak Brook owns and operates a hotel at 1401 West 22nd Street, Oak Brook, Illinois 60523.

54. On information and belief, Defendant Oak Brook Hills Marriott Resort owns and operates a hotel at 3500 Midwest Road, Oak Brook, Illinois 60523.

55. On information and belief, Defendant Residence Inn Chicago Oak Brook owns and operates a hotel at 790 Jorie Boulevard, Oak Brook, Illinois 60523.

56. On information and belief, Defendant Courtyard Chicago Oakbrook Terrace owns and operates a hotel at 6 Transam Plaza Drive, Oakbrook Terrace, Illinois 60181.

57. On information and belief, Defendant Fairfield Inn & Suites Ottawa Starved Rock Area owns and operates a hotel at 3000 Fairfield Lane, Ottawa, Illinois 61350.

58. On information and belief, Defendant Fairfield Inn Peru owns and operates a hotel at 4385 Venture Drive, Peru, Illinois 61354.

59. On information and belief, Defendant Courtyard Rockford owns and operates a hotel at 7676 East State Street, Rockford, Illinois 61108.

60. On information and belief, Defendant Residence Inn Rockford owns and operates a hotel at 7542 Colosseum Drive, Rockford, Illinois 61107.

61. On information and belief, Defendant Fairfield Inn & Suites Rockford owns and operates a hotel at 7651 Walton Street, Rockford, Illinois 61108.

62. On information and belief, Defendant Chicago Marriott Suites O'Hare (Rosemont) owns and operates a hotel at 6155 North River Road, Rosemont, Illinois 60018.

63. On information and belief, Defendant Residence Inn Chicago O'Hare (Rosemont) owns and operates a hotel at 7101 Chestnut Street, Rosemont, Illinois 60018.

64. On information and belief, Defendant Chicago Marriott Schaumburg owns and operates a hotel at 50 North Martingale Road, Schaumburg, Illinois 60173.

65. On information and belief, Defendant Renaissance Schaumburg Convention Center Hotel owns and operates a hotel at 1551 North Thoreau Drive, Schaumburg, Illinois 60173.

66. On information and belief, Defendant Courtyard Chicago Schaumburg owns and operates a hotel at 1311 American Lane, Schaumburg, Illinois 60173.

67. On information and belief, Defendant Residence Inn Chicago Schaumburg owns and operates a hotel at 1610 McConnor Parkway, Schaumburg, Illinois 60173.

68. On information and belief, Defendant SpringHill Suites Chicago Schaumburg owns and operates a hotel at 1550 McConnor Parkway, Schaumburg, Illinois 60173.

69. On information and belief, Defendant Courtyard Chicago St. Charles owns and operates a hotel at 700 Courtyard Drive, St. Charles, Illinois 60174.

70. On information and belief, Defendant Fairfield Inn & Suites Chicago St. Charles owns and operates a hotel at 2096 Bricher Road, St. Charles, Illinois 60174.

71. On information and belief, Defendant Fairfield Inn Chicago Tinley Park owns and operates a hotel at 18511 North Creek Drive, Tinley Park, Illinois 60477.

72. On information and belief, Defendant Residence Inn Chicago Naperville/Warrenville owns and operates a hotel at 28500 Bella Vista Parkway, Warrenville, Illinois 60555.

73. On information and belief, Defendant SpringHill Suites Chicago Naperville/Warrenville owns and operates a hotel at 4305 Weaver Parkway, Warrenville, Illinois 60555.

74. On information and belief, Defendant Courtyard Chicago Waukegan/Gurnee owns and operates a hotel at 3800 Northpoint Boulevard, Waukegan, Illinois 60085.

75. On information and belief, Defendant Residence Inn Chicago Waukegan/Gurnee owns and operates a hotel at 1440 South White Oak Drive, Waukegan, Illinois 60085.

76. On information and belief, Defendant SpringHill Suites Chicago Waukegan/Gurnee owns and operates a hotel at 4101 Fountain Square Place, Waukegan, Illinois 60085.

77. On information and belief, Defendant Courtyard Chicago Elgin/West Dundee owns and operates a hotel at 2175 Marriott Drive, West Dundee, Illinois 60118.

78. On information and belief, Defendant TownePlace Suites Chicago Elgin/West Dundee owns and operates a hotel at 2185 Marriott Drive, West Dundee, Illinois 60118.

79. On information and belief, Defendant Courtyard Chicago Wood Dale/Itasca owns and operates a hotel at 900 North Wood Dale Road, Wood Dale, Illinois 60191.

80. On information and belief, Defendant La Quinta Inn & Suites Bolingbrook owns and operates a hotel at 225 West South Frontgate Road, Bolingbrook, Illinois 60440.

81. On information and belief, Defendant La Quinta Inn Chicago O'Hare Airport owns and operates a hotel at 1900 East Oakton Street, Elk Grove Village, Illinois 60007.

82. The Defendants identified in paragraphs 2-81 above are hereinafter referred to collectively as "the Defendants."

JURISDICTION AND VENUE

83. 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).

84. This Court has personal jurisdiction over each of the Defendants.

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

THE PATENTS-IN-SUIT

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. The seventeen patents identified in paragraphs 86-102 are hereinafter referred to collectively as the “WLAN Patents.”

104. 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

105. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

106. Each of the Defendants has 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

107. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

108. Each of the Defendants has 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

109. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

110. Each of the Defendants has 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

111. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

112. Each of the Defendants has 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

113. Innovatio repeats and realleges the allegations of the preceding paragraphs 1- 104 as if fully set forth herein.

114. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

115. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

116. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

117. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

118. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

119. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

120. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

121. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

122. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

123. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

124. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

125. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

126. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

127. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

128. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

129. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

130. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

131. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

132. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

133. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

134. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

135. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

136. Innovatio believes that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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

137. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 104 as if fully set forth herein.

138. Innovatio believe that a reasonable opportunity for further investigation or discovery will likely show that each of the Defendants has infringed and continues 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 each of 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 each of the Defendants be adjudged to have infringed one or more claims of each of the WLAN Patents;

B. That each of the 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 each of the Defendants account for damages sustained by Innovatio as a result of each of the 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: September 15, 2011

Respectfully submitted,

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