

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

INNOVATIO IP VENTURES, LLC,

Plaintiff,

v.

Civil Action No. 1:11-cv-6479

WINGATE BY WYNDHAM
SCHAUMBURG/CONVENTION CENTER;
WYNDHAM GLENVIEW SUITES;
WYNDHAM SCHAUMBURG GARDEN
HOTEL;
CHICAGO O'HARE GARDEN HOTEL;
HAWTHORN SUITES BY WYNDHAM
WADSWORTH/WAUKEGAN/GURNEE;
RAMADA GALENA;
RAMADA HOTEL AND SUITES (GLENDALE
HEIGHTS);
RAMADA INN FREEPORT;
RAMADA INN WAUKEGAN;
RAMADA INN BOLINGBROOK;
RAMADA LAKE SHORE CHICAGO;
RAMADA SOUTH BELOIT;
RAMADA LIMITED JOLIET SOUTH;
RAMADA LIMITED LANSING;
RAMADA O'HARE (ELK GROVE);
RAMADA PLAZA HOTEL;
DAYS INN HARVEY;
DAYS INN ROCKFORD;
DAYS INN SCHAUMBURG/ELK GROVE;
DAYS INN WAUKEGAN/GURNEE;
DAYS INN ST. CHARLES;
DAYS INN ELGIN;
DAYS INN BARRINGTON;
DAYS INN NAPERVILLE/CHICAGO;
DAYS INN AND SUITES OF MORRIS;
DAYS INN NILES;
DAYS INN LANSING SOUTH;
DAYS INN GREAT LAKES NORTH
CHICAGO;
DAYS INN – WOODSTOCK;
DAYS INN BRIDGEVIEW;
DAYS INN LIBERTYVILLE;
DAYS INN ALSIP;

JURY TRIAL DEMANDED

DAYS INN CHICAGO;
DAYS INN OGLESBY/STARVED ROCK;
SUPER 8 FREEPORT;
SUPER 8 MENDOTA;
SUPER 8 WILLOWBROOK;
SUPER 8 ROCKFORD;
SUPER 8 CHICAGO NORTHLAKE O'HARE
SOUTH;
SUPER 8 ST. CHARLES;
SUPER 8 ELGIN;
SUPER 8 DEKALB;
SUPER 8 MOKENA/FRANKFORT/I-80;
SUPER 8 BRIDGEVIEW/CHICAGO AREA;
SUPER 8 DIXON;
SUPER 8 MORRIS;
SUPER 8 MOTEL CHICAGO O'HARE
AIRPORT;
SUPER 8 MUNDELEIN/LIBERTYVILLE
AREA;
SUPER 8 CHICAGO/MORTON GROVE;
SUPER 8 PERU;
SUPER 8 YORKVILLE;
SUPER 8 AURORA/NAPERVILLE AREA;
SUPER 8 LANSING;
SUPER 8 CHICAGO IL;
SUPER 8 WOODSTOCK;
SUPER 8 JOLIET I-55 NORTH/CHICAGO;
SUPER 8 JOLIET/CHICAGO/I-80;
SUPER 8 ROCK FALLS STERLING AREA;
SUPER 8 CRYSTAL LAKE;
SUPER 8 EAST HAZEL CREST;
SUPER 8 ROCHELLE;
SUPER 8 PROSPECT
HEIGHTS/NORTHBROOK;
SUPER 8 CHICAGO/WAUKEGAN/I-94
NORTH;
SUPER 8 MCHENRY;
SUPER 8 OTTAWA STARVED ROCK;
SUPER 8 RICHMOND;
SUPER 8 ROMEOVILLE BOLINGBROOK;
BAYMONT INN & SUITES CHICAGO/ALSIP;
BAYMONT INN & SUITES NAPERVILLE;
BAYMONT INN & SUITES DEKALB;
BAYMONT INN & SUITES
CHICAGO/AURORA;
BAYMONT INN & SUITES

CHICAGO/CALUMET CITY;
BAYMONT INN & SUITES ROCKFORD;
BAYMONT INN & SUITES O'HARE/ELK
GROVE VILLAGE;
BAYMONT INN & SUITES ROCHELLE;
HOWARD JOHNSON HOTEL ROCKFORD IL;
HOWARD JOHNSON INN AND SUITES ELK
GROVE VILLAGE O'HARE;
HOWARD JOHNSON INN DOWNTOWN
CHICAGO;
HOWARD JOHNSON ADDISON O'HARE
AIRPORT;
HOWARD JOHNSON LANSING ILLINOIS;
TRAVELODGE HOTEL DOWNTOWN
CHICAGO;
TRAVELODGE GLENVIEW IL;
TRAVELODGE HOTEL O'HARE/CHICAGO;
and
KNIGHTS INN HAZEL CREST;

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 each of 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 Wingate By Wyndham Schaumburg/Convention Center owns and operates a hotel at 50 Remington Road, Schaumburg, Illinois 60173.

3. On information and belief, Defendant Wyndham Glenview Suites owns and operates a hotel at 1400 Milwaukee Avenue, Glenview, Illinois 60025.
4. On information and belief, Defendant W Windham Schaumburg Garden Hotel owns and operates a hotel at 800 National Parkway, Schaumburg, Illinois 60173.
5. On information and belief, Defendant Chicago O'Hare Garden Hotel owns and operates a hotel at 8201 West Higgins Road, Chicago, Illinois 60631.
6. On information and belief, Defendant Hawthorn Suites by Wyndham Wadsworth/Waukegan/Gurnee owns and operates a hotel at 4601 West Yorkhouse Road, Wadsworth, Illinois 60083.
7. On information and belief, Defendant Ramada Galena owns and operates a hotel at 11383 West U.S. Highway 20, Galena, Illinois 61036.
8. On information and belief, Defendant Ramada Hotel and Suites (Glendale Heights) owns and operates a hotel at 780 North Ave, Glendale Heights, Illinois 60139.
9. On information and belief, Defendant Ramada Inn Freeport owns and operates a hotel at 1300 East South Street, Freeport, Illinois 61032.
10. On information and belief, Defendant Ramada Inn Waukegan owns and operates a hotel at 200 North Green Bay Road, Waukegan, Illinois 60085.
11. On information and belief, Defendant Ramada Bolingbrook owns and operates a hotel at 520 South Bolingbrook Drive, Bolingbrook, Illinois 60440.
12. On information and belief, Defendant Ramada Lake Shore Chicago owns and operates a hotel at 4900 South Lake Shore Drive, Chicago, Illinois 60615.
13. On information and belief, Defendant Ramada South Beloit owns and operates a hotel at 200 Dearborn Avenue, South Beloit, Illinois 61080.

14. On information and belief, Defendant Ramada Limited Joliet South owns and operates a hotel at 1520 Commerce Lane, Joliet, Illinois 60431.
15. On information and belief, Defendant Ramada Limited Lansing owns and operates a hotel at 17301 Oak Avenue, Lansing, Illinois 60438.
16. On information and belief, Defendant Ramada O'Hare (Elk Grove) owns and operates a hotel at 1600 Oakton Street, Elk Grove Village, Illinois 60007.
17. On information and belief, Defendant Ramada Plaza Hotel owns and operates a hotel at 5615 North Cumberland Avenue, Chicago, IL 60631.
18. On information and belief, Defendant Days Inn Harvey owns and operates a hotel at 16900 Halsted Street, Harvey, IL 60426.
19. On information and belief, Defendant Days Inn Rockford owns and operates a hotel at 220 South Lyford Road, Rockford, Illinois 61108.
20. On information and belief, Defendant Days Inn Schaumburg/Elk Grove owns and operates a hotel at 1000 West Devon Avenue, Elk Grove Village, Illinois 60007.
21. On information and belief, Defendant Days Inn Waukegan/Gurnee owns and operates a hotel at 3633 North Lewis Avenue, Waukegan, Illinois 60087.
22. On information and belief, Defendant Days Inn St. Charles owns and operates a hotel at 100 Tyler Road, St. Charles, Illinois 60174.
23. On information and belief, Defendant Days Inn Elgin owns and operates a hotel at 1585 Dundee Avenue, Elgin, Illinois 60120.
24. On information and belief, Defendant Days Inn Barrington owns and operates a hotel at 405 West Northwest Highway, Barrington, Illinois 60010.

25. On information and belief, Defendant Days Inn Naperville/Chicago owns and operates a hotel at 1350 East Ogden Avenue, Naperville, Illinois 60563.

26. On information and belief, Defendant Days Inn and Suites of Morris owns and operates a hotel at 80 Hampton Road, Morris, Illinois 60450.

27. On information and belief, Defendant Days Inn Niles owns and operates a hotel at 6450 West Touhy Avenue, Niles, Illinois 60714.

28. On information and belief, Defendant Days Inn Lansing South owns and operates a hotel at 17356 South Torrence Avenue, Lansing, Illinois 60438.

29. On information and belief, Defendant Days Inn Great Lakes North Chicago owns and operates a hotel at 3000 Skokie Highway, North Chicago, Illinois 60064.

30. On information and belief, Defendant Days Inn – Woodstock owns and operates a hotel at 990 Lake Avenue, Woodstock, Illinois 60098.

31. On information and belief, Defendant Days Inn Bridgeview owns and operates a hotel at 9625 South 76th Avenue, Bridgeview, Illinois 60455.

32. On information and belief, Defendant Days Inn Libertyville owns and operates a hotel at 1809 North Milwaukee Avenue, Libertyville, Illinois 60048.

33. On information and belief, Defendant Days Inn Alsip owns and operates a hotel at 5150 West 127th Street, Alsip, Illinois 60803.

34. On information and belief, Defendant Days Inn Chicago owns and operates a hotel at 644 West Diversey Parkway, Chicago, Illinois 60614.

35. On information and belief, Defendant Days Inn Oglesby/Starved Rock owns and operates a hotel at 120 North Lewis Avenue, Oglesby, Illinois 61348.

36. On information and belief, Defendant Super 8 Freeport owns and operates a hotel at 1551 South Sleezer Home Road, Freeport, Illinois 61032.

37. On information and belief, Defendant Super 8 Mendota owns and operates a hotel at 2601 East 12th Street, Mendota, Illinois 61342.

38. On information and belief, Defendant Super 8 Willowbrook owns and operates a hotel at 820 West 79th Street, Willowbrook, Illinois 60527.

39. On information and belief, Defendant Super 8 Rockford owns and operates a hotel at 7646 Colosseum Drive, Rockford, Illinois 61107.

40. On information and belief, Defendant Super 8 Chicago Northlake O'Hare South owns and operates a hotel at 2080 North Mannheim Road, Northlake, Illinois 60164.

41. On information and belief, Defendant Super 8 St. Charles owns and operates a hotel at 1520 East Main Street, Saint Charles, Illinois 60174.

42. On information and belief, Defendant Super 8 Elgin owns and operates a hotel at 435 Airport Road, Elgin, Illinois 60123.

43. On information and belief, Defendant Super 8 DeKalb owns and operates a hotel at 800 West Fairview Drive, DeKalb, Illinois 60115.

44. On information and belief, Defendant Super 8 Mokena/Frankfort/I-80 owns and operates a hotel at 9485 West 191st Street, Mokena, Illinois 60448.

45. On information and belief, Defendant Super 8 Bridgeview/Chicago Area owns and operates a hotel at 7887 West 79th Street, Bridgeview, Illinois 60455.

46. On information and belief, Defendant Super 8 Dixon owns and operates a hotel at 1800 South Galena Avenue, Dixon, Illinois 61021.

47. On information and belief, Defendant Super 8 Morris owns and operates a hotel at 70 Green Acres Drive, Morris, Illinois 60450.

48. On information and belief, Defendant Super 8 Motel Chicago O'Hare Airport owns and operates a hotel at 2951 Touhy Avenue, Elk Grove Village, Illinois 60007.

49. On information and belief, Defendant Super 8 Mundelein/Libertyville Area owns and operates a hotel at 1950 South Lake Street, Mundelein, Illinois 60060.

50. On information and belief, Defendant Super 8 Chicago/Morton Grove/Chicago owns and operates a hotel at 9110 Waukegan Road, Morton Grove, Illinois 60053.

51. On information and belief, Defendant Super 8 Peru owns and operates a hotel at 1851 May Road, Peru, Illinois 61354.

52. On information and belief, Defendant Super 8 Yorkville owns and operates a hotel at 1510 North Bridge Street, Yorkville, Illinois 60560.

53. On information and belief, Defendant Super 8 Aurora/Naperville Area owns and operates a hotel at 4228 Longmeadow Drive, Aurora, Illinois 60504.

54. On information and belief, Defendant Super 8 Lansing owns and operates a hotel at 2151 Bernice Road, Lansing, Illinois 60438.

55. On information and belief, Defendant Super 8 Chicago IL owns and operates a hotel at 7300 North Sheridan Road, Chicago, Illinois 60626.

56. On information and belief, Defendant Super 8 Woodstock owns and operates a hotel at 1220 Davis Road, Woodstock, Illinois 60098.

57. On information and belief, Defendant Super 8 Joliet I-55 North/Chicago owns and operates a hotel at 3401 Mall Loop Drive, Joliet, Illinois 60431.

58. On information and belief, Defendant Super 8 Joliet/Chicago/I-80 owns and operates a hotel at 1730 McDonough Street, Joliet, Illinois 60436.

59. On information and belief, Defendant Super 8 Rock Falls Sterling Area owns and operates a hotel at 2100 1st Avenue, Rock Falls, Illinois 61071.

60. On information and belief, Defendant Super 8 Crystal Lake owns and operates a hotel at 577 Crystal Point Drive, Crystal Lake, Illinois 60014.

61. On information and belief, Defendant Super 8 East Hazel Crest owns and operates a hotel at 17220 Halsted Street, Hazel Crest, Illinois 60429.

62. On information and belief, Defendant Super 8 Rochelle owns and operates a hotel at 601 East Highway 38, Rochelle, Illinois 61068.

63. On information and belief, Defendant Super 8 Prospect Heights/Northbrook owns and operates a hotel at 540 North Milwaukee Avenue, Prospect Heights, Illinois 60070.

64. On information and belief, Defendant Super 8 Chicago/Waukegan/I-94 North owns and operates a hotel at 630 North Green Bay Road, Waukegan, Illinois 60085.

65. On information and belief, Defendant Super 8 McHenry owns and operates a hotel at 110 State Route 31 South, McHenry, Illinois 60050.

66. On information and belief, Defendant Super 8 Ottawa Starved Rock owns and operates a hotel at 500 East Etna Road, Ottawa, Illinois 61350.

67. On information and belief, Defendant Super 8 Richmond owns and operates a hotel at 11200 North U.S. Route 12, Richmond, Illinois 60071.

68. On information and belief, Defendant Super 8 Romeoville Bolingbrook owns and operates a hotel at 1301 Marquette Drive, Romeoville, Illinois 60446.

69. On information and belief, Defendant Baymont Inn and Suites Chicago/Alsip owns and operates a hotel at 12801 South Cicero Avenue, Alsip, Illinois 60803.

70. On information and belief, Defendant Baymont Inn & Suites Naperville owns and operates a hotel at 1585 Naperville Wheaton Road, Naperville, Illinois 60563.

71. On information and belief, Defendant Baymont Inn & Suites DeKalb owns and operates a hotel at 1314 West Lincoln Highway, DeKalb, Illinois 60115.

72. On information and belief, Defendant Baymont Inn & Suites Chicago/Aurora owns and operates a hotel at 308 South Lincoln Way, North Aurora, Illinois 60542.

73. On information and belief, Defendant Baymont Inn & Suites Chicago/Calumet City owns and operates a hotel at 510 East End Avenue, Calumet City, Illinois 60409.

74. On information and belief, Defendant Baymont Inn & Suites Rockford owns and operates a hotel at 662 North Lyford Road, Rockford, Illinois 61107.

75. On information and belief, Defendant Baymont Inn & Suites O'Hare/Elk Grove Village owns and operates a hotel at 2881 Touhy Avenue, Elk Grove Village, Illinois 60007.

76. On information and belief, Defendant Baymont Inn & Suites Rochelle owns and operates a hotel at 567 Highway 38 East, Rochelle, Illinois 61068.

77. On information and belief, Defendant Howard Johnson Hotel Rockford, IL owns and operates a hotel at 3909 11th Street, Rockford, Illinois 61109.

78. On information and belief, Defendant Howard Johnson Inn and Suites Elk Grove Village O'Hare owns and operates a hotel at 1925 East Higgins Road, Elk Grove Village, Illinois 60007.

79. On information and belief, Defendant Howard Johnson Inn Downtown Chicago owns and operates a hotel at 720 North La Salle Drive, Chicago, Illinois 60654.

80. On information and belief, Defendant Howard Johnson Addison O'Hare Airport owns and operates a hotel at 600 East Lake Street, Addison, Illinois 60101.

81. On information and belief, Defendant Howard Johnson Lansing Illinois owns and operates a hotel at 17301 Oak Avenue, Lansing, Illinois 60438.

82. On information and belief, Defendant Travelodge Hotel Downtown Chicago owns and operates a hotel at 65 East Harrison Street, Chicago, Illinois 60605.

83. On information and belief, Defendant Travelodge Glenview, IL owns and operates a hotel at 1625 Milwaukee Avenue, Glenview, Illinois 60025.

84. On information and belief, Defendant Travelodge Hotel O'Hare/Chicago owns and operates a hotel at 1900 North Mannheim Road, Melrose Park, Illinois 60160.

85. On information and belief, Defendant Knights Inn Hazel Crest owns and operates a hotel at 17214 Halsted Street, Hazel Crest, Illinois 60429

86. The Defendants identified in paragraphs 2-85 above are hereinafter referred to collectively as "the Defendants."

JURISDICTION AND VENUE

87. 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).

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

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

THE PATENTS-IN-SUIT

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. 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.

106. 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.

107. The seventeen patents identified in paragraphs 90-106 are hereinafter referred to collectively as the “WLAN Patents.”

108. 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

109. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

110. Each of the Defendants has infringed and continues 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

111. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

112. Each of the Defendants has infringed and continues 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

113. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

114. Each of the Defendants has infringed and continues 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

115. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

116. Each of the Defendants has infringed and continues 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

117. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

119. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

121. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

123. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

125. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

127. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

129. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

131. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

133. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

135. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 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 '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

137. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

138. 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 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

139. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

140. 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 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

141. Innovatio repeats and realleges the allegations of the preceding paragraphs 1 - 108 as if fully set forth herein.

142. 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 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,

/s/ Matthew G. McAndrews

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