

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

SPRINT COMMUNICATIONS COMPANY L.P.,)

Plaintiff, )

v. )

THEGLOBE.COM, INC., )

VOICEGLO HOLDINGS, INC., )

VONAGE HOLDINGS CORP., )

VONAGE AMERICA, INC., )

Defendants. )

Case No. 05-2433-JWL

JURY TRIAL DEMANDED

**ANSWER TO VOICEGLO HOLDING, INC.’S COUNTERCLAIM**

Plaintiff Sprint Communications Company L.P. (“Sprint”) hereby files this Answer to Voiceglo Holdings, Inc.’s (“Voiceglo”) Counterclaim.

1. Sprint is without sufficient information as to the allegations set forth in paragraph 40 of Voiceglo’s Counterclaim and therefore denies the allegations in paragraph 40 of Voiceglo’s Counterclaim.

2. Sprint admits the allegations in paragraph 41 of Voiceglo’s Counterclaim.

3. Sprint admits the allegations in paragraph 42 of Voiceglo’s Counterclaim.

4. Sprint admits the allegations in paragraph 43 of Voiceglo’s Counterclaim.

5. Sprint admits the allegations in paragraph 44 of Voiceglo’s Counterclaim.

6. Sprint denies the allegations in paragraph 45 of Voiceglo’s Counterclaims.

7. Sprint admits there is a controversy between the parties as to infringement of Sprint’s Asserted Patents (“Sprint’s Patents”). Sprint denies the remaining allegations in paragraph 46 of Voiceglo’s Counterclaims.

8. Sprint denies the allegations in paragraph 47 of Voiceglo's Counterclaims.

9. Sprint denies the allegations in paragraph 48 of Voiceglo's Counterclaims.

10. Sprint denies the allegations in paragraph 49 of Voiceglo's Counterclaims.

Sprint denies that Voiceglo is entitled to any relief in connection with the allegations contained in its Counterclaim, including, without limitation, the relief specified in Voiceglo's prayer for relief. Furthermore, because Theglobe.com, Inc. did not join in the Counterclaim, Theglobe.com, Inc. is not entitled to any relief in connection with the allegations contained in Voiceglo's Counterclaim, including, without limitation, the relief specified in Voiceglo's prayer for relief.

i. Sprint denies Voiceglo is entitled to the relief requested in paragraph (i) of Voiceglo's prayer for relief.

ii. Sprint denies Voiceglo is entitled to the relief requested in paragraph (ii) of Voiceglo's prayer for relief.

iii. Sprint denies Voiceglo is entitled to the relief requested in paragraph (iii) of Voiceglo's prayer for relief. In addition, because Theglobe.com, Inc. did not join in the Counterclaim, Theglobe.com, Inc. is not entitled to the relief requested in paragraph (iii) of Voiceglo's prayer for relief.

iv. Sprint denies Voiceglo is entitled to the relief requested in paragraph (iv) of Voiceglo's prayer for relief. In addition, because Theglobe.com, Inc. did not join in the Counterclaim, Theglobe.com, Inc. is not entitled to the relief requested in paragraph (iv) of Voiceglo's prayer for relief.

v. Sprint denies Voiceglo is entitled to the relief requested in paragraph (v) of Voiceglo's prayer for relief. In addition, because Theglobe.com, Inc. did not join in the

Counterclaim, Theglobe.com, Inc. is not entitled to the relief requested in paragraph (v) of Voiceglo's prayer for relief.

To the extent any allegation contained in Voiceglo's Counterclaim has not been specifically admitted herein, it is hereby denied. Sprint denies any allegation that may be implied by or inferred from the headings of Voiceglo's Counterclaim.

Affirmative Defenses

1. Voiceglo's Counterclaim fails to state a claim upon which relief can be granted.
2. Sprint reserves the right to raise additional affirmative defenses as they become known through further investigations and discovery.

WHEREFORE, Sprint respectfully requests that judgment be entered against Voiceglo in connection with its Counterclaim, and that judgment be entered in favor of Sprint in accord with Sprint's First Amended Complaint in this matter as follows:

1. For entry of a judgment declaring that Voiceglo has directly and/or indirectly infringed one or more claims of Sprint's Patents.
2. For preliminary and permanent injunction restraining and enjoining Voiceglo and its respective officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from any further sales of products that infringe Sprint's Patents.
3. For damages to compensate Sprint for Voiceglo's infringement, pursuant to 35 U.S.C. § 284.
4. For enhanced damages, pursuant to 35 U.S.C. § 284.

5. For an award of pre-judgment and post-judgment interest and costs to Sprint in accordance with 35 U.S.C. § 284.

6. For an award of Sprint's reasonable attorneys' fees pursuant to 35 U.S.C. § 285.

7. For such other and further relief as the Court may deem just and proper.

Dated: December 12, 2005

SHOOK, HARDY & BACON L.L.P.

By /s/ B. Trent Webb

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ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I hereby certify that on this 12th day of December, 2005 a copy of the above and foregoing was e-filed with the Court using the CM/ECF system which sent notification to the following:

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