

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

BEDROCK COMPUTER TECHNOLOGIES
LLC,

Plaintiff,

v.

1. SOFTLAYER TECHNOLOGIES, INC.,
2. CITIWARE TECHNOLOGY SOLUTIONS,
LLC,
3. GOOGLE, INC.,
4. YAHOO! INC.,
5. MYSPACE, INC.,
6. AMAZON.COM, INC.,
7. PAYPAL INC.,
8. MATCH.COM, INC., and
9. AOL LLC,

Defendant.

Case No. 6:09-cv-269

Jury Trial Demanded

**AMAZON.COM, INC.'S ANSWER TO BEDROCK COMPUTER TECHNOLOGIES
LLC'S SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Amazon.com, Inc. ("Amazon") hereby files its Answer to Bedrock Computer Technologies LLC's Second Amended Complaint for Patent Infringement filed on April 13, 2010 as follows:

PARTIES

1. Amazon admits the allegations of paragraph 1 set forth in the Second Amended Complaint.

2. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 2 of the Second Amended Complaint, and therefore denies same.

3. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 3 of the Second Amended Complaint, and therefore denies same.

4. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 4 of the Second Amended Complaint, and therefore denies same.

5. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 5 of the Second Amended Complaint, and therefore denies same.

6. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 6 of the Second Amended Complaint, and therefore denies same.

7. Amazon admits it is a Delaware corporation with its principal place of business at 440 Terry Avenue N., Seattle, Washington 98109-5210. Amazon denies each and every other allegation set forth in paragraph 7 of the Second Amended Complaint.

8. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 8 of the Second Amended Complaint, and therefore denies same.

9. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 9 of the Second Amended Complaint, and therefore denies same.

10. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 10 of the Second Amended Complaint, and therefore denies same.

JURISDICTION AND VENUE

12. Amazon admits that this action arises under the patent laws of the United States and that the Court's jurisdiction over this action is proper. Amazon, however, denies that it has engaged in any infringing activity related to U.S. Patent No. 5,893,120 ("the '120 Patent"). Except as admitted, the allegations set forth in paragraph 12 of the Second Amended Complaint are denied.

13. Amazon admits the allegations of Paragraph 13 of the Second Amended Complaint.

14. Amazon admits that it subject to the personal jurisdiction of this Court. Amazon denies each and every other allegation set forth in paragraph 14 of the Second Amended Complaint are denied.

GENERAL ALLEGATIONS

15. Amazon admits that the '120 Patent is entitled "Methods and Apparatus for Information Storage and Retrieval Using a Hashing Technique with External Chaining and On-the-Fly Removal of Expired Data." Amazon further admits that a copy of the '120 Patent was attached to the copy of Bedrock's Second Amended Complaint for Patent Infringement that Amazon received. Amazon is without knowledge or information sufficient to form a belief as to whether Bedrock is the owner of all rights, title, and interest in and under the '120 Patent, and therefore denies same. Amazon denies the remaining allegations set forth in Paragraph 15 of the Second Amended Complaint.

16. Amazon admits that it uses one or more of the versions of Linux listed in paragraph 16 of the Second Amended Complaint on certain of its computer equipment. Except as admitted, the allegations of paragraph 16 of the Second Amended Complaint are denied.

17. Amazon denies the allegations set forth in Paragraph 17 of the Second Amended Complaint.

COUNT I

18. Amazon incorporates by reference its responses to paragraphs 1-17 of the Second Amended Complaint as though fully set forth herein.

19. Amazon denies the allegations set forth in Paragraph 19 of the Second Amended Complaint.

21. Amazon denies the allegations set forth in Paragraph 21 of the Second Amended Complaint.

BEDROCK'S PRAYER FOR RELIEF

Amazon denies that Bedrock is entitled to any of the requested relief and denies any allegations or relief set forth in paragraphs 22-31 of its prayer for relief.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Amazon does not infringe and has not infringed, literally or by the doctrine of equivalents, any of the claims of the '120 Patent either directly or indirectly, such as contributorily or by inducement.

SECOND AFFIRMATIVE DEFENSE

The claims of the '120 Patent are invalid under title 35 of the United States Code, including under 35 U.S.C. §§ 101, 102, 103 and/or 112.

THIRD AFFIRMATIVE DEFENSE

Upon information and belief, by reason of Bedrock's unreasonable delay in asserting its alleged rights, Amazon is prejudiced and the relief sought by Bedrock is barred by waiver, laches, estoppel and/or acquiescence and, therefore, the '120 Patent is unenforceable.

FOURTH AFFIRMATIVE DEFENSE

Upon information and belief, Bedrock is estopped, by virtue of the arguments, representations, and concessions the patentee made to the U.S. Patent and Trademark Office during the pendency of the application that ultimately issued as the '120 patent, from construing that any claim of the '120 patent has been infringed by Amazon.

FIFTH AFFIRMATIVE DEFENSE

Upon information and belief, Bedrock's claims of infringement under the '120 Patent are barred, in whole or in part, by the doctrines of equitable estoppel and/or prosecution history estoppel.

SIXTH AFFIRMATIVE DEFENSE

Upon information and belief, Bedrock's claims of infringement under the '120 Patent are barred, in whole or in part, by unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

Upon information and belief, no assignment of the rights, title, or interest in the '120 Patent has been recorded with the United States Patent and Trademark Office. Bedrock lacks standing and lacks subject matter jurisdiction to enforce the '120 Patent.

EIGHTH AFFIRMATIVE DEFENSE

To the extent that Bedrock is asserting claims based on the use or manufacture by or for the United States of the alleged invention, such claims are barred by 28 U.S.C. § 1498.

NINTH AFFIRMATIVE DEFENSE

Bedrock cannot satisfy the requirements applicable to its request for injunctive relief and has an adequate remedy at law.

TENTH AFFIRMATIVE DEFENSE

Bedrock has failed to state a claim upon which relief may be granted.

PRAYER FOR RELIEF

WHEREFORE, Amazon prays for the following:

1. That all counts of Bedrock's Second Amended Complaint be dismissed with prejudice and that all relief requested in Bedrock's Prayer for Relief be denied.
2. That this Court enter judgment in favor of Amazon.
3. That Amazon be awarded its costs, expenses, attorneys fees and such other relief as this Court deems just and appropriate.

Dated: April 30, 2010

Respectfully submitted,

/s/ E. Danielle T. Williams _____
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Attorneys for Defendant Amazon.com, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on April 30, 2010. Any other counsel of record will be served by First Class U.S. mail on this same date.

/s/ E. Danielle T. Williams
E. Danielle T. Williams

Attorney for Defendant Amazon.com, Inc..