

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

**BEDROCK COMPUTER  
TECHNOLOGIES LLC,**

**Plaintiff,**

**v.**

**SOFTLAYER TECHNOLOGIES, INC.,  
et al.**

**Defendants.**

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**CASE NO. 6:09-cv-269**

**Jury Trial Demanded**

**PLAINTIFF’S REPLY TO DEFENDANT AOL INC.’S ANSWER, AFFIRMATIVE  
DEFENSES, COUNTERCLAIMS, AND JURY DEMAND**

Plaintiff Bedrock Computer Technologies LLC (“Bedrock”) files this Reply to Defendant AOL Inc.’s (“AOL”) Answer to Bedrock’s Answer, Affirmative Defenses, Counterclaims, and Jury Demand served on April 30, 2010 (Dkt. No. 194). All allegations not expressly admitted are denied. The first set of paragraphs marked 1-23 of AOL’s Answer do not require a response.

**AFFIRMATIVE DEFENSES**

1. Bedrock incorporates by reference the allegations in its Second Amended Complaint for Patent Infringement (Dkt. No. 191) in response to each and every of AOL’s Affirmative Defenses.

2. Bedrock denies the allegations contained within AOL’s First Affirmative Defense.

3. Bedrock denies the allegations contained within AOL’s Second Affirmative Defense.

4. Bedrock denies the allegations contained within AOL's Third Affirmative Defense.
5. Bedrock denies the allegations contained within AOL's Fourth Affirmative Defense.
6. Bedrock denies the allegations contained within AOL's Fifth Affirmative Defense.
7. Bedrock denies the allegations contained within AOL's Seventh Affirmative Defense.
8. Bedrock denies the allegations contained within AOL's Eighth Affirmative Defense.
9. Bedrock denies the allegations contained within AOL's Ninth Affirmative Defense.
10. Bedrock denies the allegations contained within AOL's Tenth Affirmative Defense.
11. Bedrock denies the allegations contained within AOL's Eleventh Affirmative Defense.
12. Bedrock denies the allegations contained within AOL's Twelfth Affirmative Defense.
13. Bedrock denies the allegations contained within AOL's Thirteenth Affirmative Defense.

### **RESPONSE TO COUNTERCLAIMS**

14. Bedrock incorporates by reference the allegations in its Second Amended Complaint for Patent Infringement (Dkt. No. 191) in response to each and every of AOL's Counterclaims.

15. Bedrock admits the allegations of Paragraph 1 of the Counterclaims.

16. Bedrock admits the allegations of Paragraph 2 of the Counterclaims.

17. Bedrock admits that this Court has jurisdiction as alleged in Paragraph 3 of the Counterclaims but denies that AOL is entitled to any relief requested.

18. Bedrock admits the allegations of Paragraph 4 of the Counterclaims.

19. Bedrock admits the allegations of Paragraph 5 of the Counterclaims.

20. Bedrock admits that it asserts that AOL infringes the '120 Patent and that an actual case or controversy exists between the parties. Bedrock denies the remainder of the allegations of Paragraph 6 of the Counterclaims.

21. Paragraph 7 of the Counterclaims does not require a response.

22. Bedrock admits that it asserts that AOL infringes the '120 Patent and that an actual case or controversy exists between the parties.

23. Bedrock admits that AOL seeks a judicial declaration finding that AOL has not infringed and does not infringe the '120 Patent, but Bedrock denies that AOL is entitled to any relief requested.

24. Paragraph 10 of the Counterclaims does not require a response.

25. Bedrock admits that it asserts that AOL infringes the '120 Patent and that an actual case or controversy exists between the parties. Bedrock denies the remainder of the allegations of Paragraph 11 of the Counterclaims.

26. Bedrock admits that AOL seeks a judicial declaration finding that the '120 Patent is invalid, but Bedrock denies that AOL is entitled to any relief requested.

**PRAYER FOR RELIEF**

Bedrock incorporates by reference the Prayer for Relief set forth in Bedrock's Second Amended Complaint for Patent Infringement. Bedrock denies that AOL is entitled to any relief.

**DEMAND FOR JURY TRIAL**

Bedrock respectfully demands a jury trial of all issues triable to a jury in this action.

DATED: May 24, 2010

Respectfully submitted,  
**McKOOL SMITH, P.C.**

/s/ Douglas A. Cawley

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**ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service on May 24, 2010. Local Rule CV-5(a)(3)(A).

/s/ Jonathan R. Yim  
Jonathan R. Yim