

**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 MYSPACE INC.’S ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND JURY DEMAND

Plaintiff Bedrock Computer Technologies LLC (“Bedrock”) files this Reply to Defendant Myspace Inc.’s (“Myspace”) Answer to Bedrock’s Answer, Affirmative Defenses, Counterclaims, and Jury Demand served on April 30, 2010 (Dkt. No. 196). All allegations not expressly admitted are denied. The first set of paragraphs marked 1-23 of Myspace’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 Myspace’s Affirmative Defenses.
2. Bedrock denies the allegations contained within Myspace’s First Affirmative Defense.
3. Bedrock denies the allegations contained within Myspace’s Second Affirmative Defense.

4. Bedrock denies the allegations contained within Myspace's Third Affirmative Defense.
5. Bedrock denies the allegations contained within Myspace's Fourth Affirmative Defense.
6. Bedrock denies the allegations contained within Myspace's Fifth Affirmative Defense.
7. Bedrock denies the allegations contained within Myspace's Seventh Affirmative Defense.
8. Bedrock denies the allegations contained within Myspace's Eighth Affirmative Defense.
9. Bedrock denies the allegations contained within Myspace's Ninth Affirmative Defense.
10. Bedrock denies the allegations contained within Myspace's Tenth Affirmative Defense.
11. Bedrock denies the allegations contained within Myspace's Eleventh Affirmative Defense.
12. Bedrock denies the allegations contained within Myspace's Twelfth Affirmative Defense.
13. Bedrock denies the allegations contained within Myspace'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 Myspace'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 Myspace 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 Myspace 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 Myspace infringes the '120 Patent and that an actual case or controversy exists between the parties.

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

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

25. Bedrock admits that it asserts that Myspace 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 Myspace seeks a judicial declaration finding that the '120 Patent is invalid, but Bedrock denies that Myspace 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 Myspace 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