

**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.

Case No. 6:09-cv-269

Jury Trial Demanded

AMAZON.COM, INC.'S ANSWER TO THIRD AMENDED COMPLAINT

Amazon.com, Inc. (“Amazon”) hereby files its Answer to Bedrock Computer Technologies LLC’s Third Amended Complaint for Patent Infringement filed on January 24, 2011 as follows:

PARTIES

1. Amazon admits the allegations of paragraph 1 set forth in the Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third 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 Third Amended Complaint, and therefore denies same.

11. Amazon is without sufficient knowledge or information to form a belief regarding the truth of the allegations set forth in paragraph 11 of the Third 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 has subject matter jurisdiction over patent law claims. Amazon denies that this Court has subject matter jurisdiction over Bedrock's patent law claims in this action because Bedrock lacks standing. Amazon 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 Third Amended Complaint are denied.

13. Amazon admits the allegations of Paragraph 13 of the Third 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 Third 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 Third Amended Complaint for Patent Infringement that Amazon received. Amazon denies the remaining allegations set forth in Paragraph 15 of the Third Amended Complaint.

16. Amazon denies the allegations set forth in Paragraph 16 of the Third Amended Complaint.

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

18. Amazon denies the allegations set forth in Paragraph 18 of the Third Amended Complaint.

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

20. Amazon denies the allegations set forth in Paragraph 20 of the Third Amended Complaint.

21. Amazon admits that a petition for *ex parte* reexamination of the '120 Patent was filed with the USPTO on or about February 9, 2010. Amazon denies the remaining allegations set forth in Paragraph 21 of the Third Amended Complaint.

22. Amazon admits that an amendment to certain original claims of the '120 Patent was filed with the USPTO on November 23, 2010. Amazon denies that these amendments were merely "clarifying" the claims. Amazon admits that the amendments changed claims 3, 4, 7 and 8. Amazon admits that claim 3 is an independent claim and denies that claim 4 is an independent claim. Amazon denies that claim 7 is a dependent claim and admits that claim 8 is a dependent claim. Amazon admits that claims 1, 2, 5, and 6 were unchanged by the amendments. Amazon denies the remaining allegations set forth in Paragraph 22 of the Third Amended Complaint.

23. It is admitted that the USPTO issued a Notice of Intent to Issue Ex Parte Reexamination Certificate. Amazon denies the remaining allegations set forth in Paragraph 23 of the Third Amended Complaint.

24. Amazon denies the allegations set forth in the second Paragraph 22 of the Third Amended Complaint.

COUNT I

25. Amazon incorporates by reference its responses to Paragraphs 1 through the second Paragraph 22 of the Third Amended Complaint as though fully set forth herein.

26. Amazon denies the allegations set forth in Paragraph 24 of the Third Amended Complaint.

27. Amazon denies the allegations set forth in Paragraph 25 of the Third Amended Complaint.

28. Amazon denies the allegations set forth in Paragraph 27 of the Third 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 28-38 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, 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

Bedrock lacks standing to enforce the '120 Patent because it did not have sufficient rights in the '120 Patent at the time the suit was filed.

SIXTH AFFIRMATIVE DEFENSE

Bedrock has failed to name or join an indispensable party or parties to the present action, including but not limited to certain persons or entities who may have an ownership interest in the '120 Patent.

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH 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 Third 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: February 10, 2011

Respectfully submitted,

/s/ E. Danielle T. Williams _____
Thad Heartfield
Law Offices of J. Thad Heartfield
2195 Dowlen Road
Beaumont, TX 77706
Telephone: 409-866-2800
Fax 409-866-5789

William H. Boice
Russell A. Korn
KILPATRICK STOCKTON LLP
Suite 2800
1100 Peachtree Street
Atlanta, GA 30309-4530
Telephone: (404) 815-6500
Fax: (404) 815-6555

Steven Gardner
E. Danielle T. Williams
John C. Alemanni
Alton L. Absher III
KILPATRICK TOWNSEND & STOCKTON LLP
1001 West 4th Street
Winston-Salem, NC 27101
Telephone: (336) 607-7300
Fax: (336) 607-7500

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 February 10, 2011. 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.