

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

**BEDROCK COMPUTER
TECHNOLOGIES LLC,**

Plaintiff,

v.

**SOFTLAYER TECHNOLOGIES, INC.,
CITIWARE TECHNOLOGY
SOLUTIONS, LLC, GOOGLE INC.,
YAHOO! INC., MYSPACE INC.,
AMAZON.COM INC., PAYPAL INC.,
MATCH.COM, LLC, AOL INC., AND
CME GROUP INC.,**

Defendants.

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CASE NO. 6:09-cv-269

Jury Trial Demanded

**BEDROCK COMPUTER TECHNOLOGIES LLC’S REPLY TO DEFENDANT
MATCH.COM, LLC’S ANSWER TO BEDROCK’S THIRD AMENDED COMPLAINT,
AFFIRMATIVE DEFENSES, COUNTERCLAIMS, AND JURY DEMAND**

Plaintiff Bedrock Computer Technologies LLC (“Bedrock”) files this Reply to Defendant Match.com, LLC’s (“Match.com”) Answer to Bedrock’s Third Amended Complaint, Affirmative Defenses, Counterclaims, and Jury Demand filed on February 10, 2011 (Dkt. No. 477). All allegations not expressly admitted are denied. Paragraphs marked 1-28 of Match.com’s Answer to Bedrock’s Third Amended Complaint do not require a response.

PRAYER FOR RELIEF

Bedrock denies Match.com’s claim that Bedrock is not entitled to any relief requested.

AFFIRMATIVE DEFENSES

Bedrock incorporates by reference the allegations in its Third Amended Complaint for Patent Infringement (Dkt. No. 410)¹ in response to each and every of Match.com's Affirmative Defenses. Bedrock denies that Match.com is entitled to any relief requested.

1. Bedrock denies the allegations contained in Match.com's First Affirmative Defenses.

2. Bedrock denies the allegations contained in Match.com's Second Affirmative Defense.

3. Bedrock denies the allegations contained in Match.com's Third Affirmative Defense.

4. Bedrock denies the allegations contained in Match.com's Fourth Affirmative Defense.

5. Bedrock denies the allegations contained in Match.com's Fifth Affirmative Defense.

6. Bedrock denies the allegations contained in Match.com's Sixth Affirmative Defense.

7. Bedrock denies the allegations contained in Match.com's Seventh Affirmative Defense.

MATCH.COM'S COUNTERCLAIMS

Bedrock incorporates by reference the allegations in its Third Amended Complaint for Patent Infringement against Match.com in response to each and every one of Match.com's Counterclaims and denies that Match.com is entitled to any relief requested.

¹ Incorrectly filed and titled "First Amended Complaint for Patent Infringement."

1. Bedrock admits the allegations contained in paragraph 1 of Match.com's Counterclaims.

2. Bedrock admits the allegations contained in paragraph 2 of Match.com's Counterclaims.

3. Bedrock admits that this Court has subject matter jurisdiction but denies that Match.com is entitled to any relief requested.

4. Bedrock admits that venue is proper in this district but denies that this case should be transferred to the Northern District of California as alleged in paragraph 4 of Match.com's Counterclaims.

5. Bedrock admits the allegations contained in paragraph 5 of Match.com's Counterclaims.

6. Bedrock admits that it asserts that Match.com infringes U.S. Patent No. 5, 893,120 (the "'120 Patent"). Bedrock denies that the '120 Patent is invalid. Bedrock also admits that an actual case or controversy exists between the parties regarding infringement and validity of the '120 Patent as contained in paragraph 6 of Match.com's Counterclaims.

7. Bedrock admits that Dr. Richard Nemes is the named inventor on the '120 Patent as alleged in paragraph 7 of Match.com's Counterclaims. Bedrock denies the remaining facts alleged in paragraph 7 of Match.com's Counterclaims. Bedrock denies that Match.com is entitled to the relief request. Bedrock further objects to paragraph 7 as an improper counterclaim for which Match.com has no standing to assert. Bedrock incorporates by reference all arguments made in Bedrock's Motion to Dismiss Google Inc.'s and Match.Com, LLC's Counterclaims.

8. Bedrock denies that Match.com is entitled to any relief requested as contained in paragraph 8 of Match.com's Counterclaims.

9. Bedrock admits that an actual case or controversy exists between Match.com and Bedrock as to the infringement of the '120 Patent but denies the remainder of the allegations contained in paragraph 9 of Match.com's Counterclaims.

10. Bedrock admits that Match.com is seeking a judicial declaration regarding infringement of the '120 Patent but denies the remaining allegations contained in paragraph 10 of Match.com's Counterclaims.

11. Bedrock denies that Match.com is entitled to any relief requested as contained in paragraph 11 of Match.com's Counterclaims.

12. Bedrock admits that an actual case or controversy exists between Bedrock and Match.com as to the validity of the '120 Patent but denies the remaining allegations contained in paragraph 12 of Match.com's Counterclaims.

13. Bedrock admits that Match.com is seeking a judicial declaration regarding the validity of the '120 Patent but denies the remaining allegations contained in paragraph 13 of Match.com's Counterclaims.

14. Bedrock denies that Match.com is entitled to any relief requested as contained in paragraph 14 of Match.com's Counterclaims.

15. Bedrock denies that Match.com is entitled to any relief requested as contained in paragraph 15 of Match.com's Counterclaims. Bedrock incorporates by reference all arguments made in Bedrock's Motion to Dismiss Google Inc.'s and Match.Com, LLC's Counterclaims.

16. Bedrock admits that it hold all right, title, and interest in the '120 Patent and that it possesses all rights to sue and recover for past and future infringement but denies the remaining allegations contained in paragraph 16 of Match.com's Counterclaims.

17. Bedrock admits that Dr. Richard Nemes is the named inventor on the '120 Patent as alleged in paragraph 17 of Match.com's Counterclaims. Bedrock denies the remaining facts alleged in paragraph 17 of Match.com's Counterclaims. Bedrock denies that Match.com is entitled to the relief request. Bedrock further objects to paragraph 17 as an improper counterclaim for which Match.com has no standing to assert. Bedrock incorporates by reference all arguments made in Bedrock's Motion to Dismiss Google Inc.'s and Match.Com, LLC's Counterclaims.

18. Bedrock denies that Match.com is entitled to any relief requested as contained in paragraph 18 of Match.com's Counterclaims.

PRAYER FOR RELIEF

Bedrock incorporates by reference the Prayer for Relief set forth in Bedrock's Third Amended Complaint for Patent Infringement. Bedrock denies that Match.com, LLC is entitled to any relief requested.

DATED: March 7, 2011.

Respectfully submitted,

McKOOL SMITH, P.C.

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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 has consented to electronic service on March 7, 2011. Local Rule CV-5(a)(3)(A).

/s/ Jason D. Cassady

Jason D. Cassady