

60. Eolas denies the allegations in paragraph 60 of TI's Answer and Counterclaims.

SECOND AFFIRMATIVE DEFENSE

61. Paragraph 61 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

62. Eolas denies the allegations in paragraph 62 of TI's Answer and Counterclaims.

THIRD AFFIRMATIVE DEFENSE

63. Paragraph 63 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

64. Eolas denies the allegations in paragraph 64 of TI's Answer and Counterclaims.

FOURTH AFFIRMATIVE DEFENSE

65. Paragraph 65 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

66. Eolas denies the allegations in paragraph 66 of TI's Answer and Counterclaims.

FIFTH AFFIRMATIVE DEFENSE

67. Paragraph 67 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

68. Eolas denies the allegations in paragraph 68 of TI's Answer and Counterclaims.

SIXTH AFFIRMATIVE DEFENSE

69. Paragraph 69 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

70. Eolas denies the allegations in paragraph 70 of TI's Answer and Counterclaims.

SEVENTH AFFIRMATIVE DEFENSE

71. Paragraph 71 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

72. Eolas denies the allegations in paragraph 72 of TI's Answer and Counterclaims.

COUNTERCLAIMS

73. Paragraph 73 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

74. Eolas denies the allegations in paragraph 74 of TI's Answer and Counterclaims.

75. Eolas denies the allegations in paragraph 75 of TI's Answer and Counterclaims.

76. Eolas admits the allegations in paragraph 76 of TI's Answer and Counterclaims.

77. Eolas denies the allegations in paragraph 77 of TI's Answer and Counterclaims.

78. Eolas denies the allegations in paragraph 78 of TI's Answer and Counterclaims.

79. Paragraph 79 of TI's Answer and Counterclaims does not contain a statement which warrants an affirmance or denial. To the extent any response is warranted, Eolas responds as follows: denied.

TI'S REQUESTED RELIEF

Eolas denies that TI is entitled to the relief requested in paragraphs 80-85 of its Answer and Counterclaims or any other relief on its Counterclaims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Eolas Technologies Incorporated, prays for the following relief against Defendant Texas Instruments Incorporated:

- A. that all relief requested by Eolas in its Complaint be granted;
- B. that all relief requested by TI in its Answer and Counterclaims to Plaintiff's Complaint be denied and that TI take nothing by way of its Counterclaims;
- C. that TI be ordered to pay the costs of this action (including all disbursements) and attorney fees as provided by 35 U.S.C. § 285 and all other applicable statutes, rules, and common law; and
- D. such other and further relief as the Court deems just and equitable.

AFFIRMATIVE DEFENSES

As affirmative defenses, Eolas alleges as follows:

FIRST AFFIRMATIVE DEFENSE

TI has failed to state a claim upon which relief can be granted, with respect to its Counterclaims set forth in paragraphs 73-79 of its Answer and Counterclaims.

SECOND AFFIRMATIVE DEFENSE

TI has failed to state facts and/or a legal basis sufficient to permit recovery of its attorneys' fees and/or expenses for defending this suit.

OTHER AFFIRMATIVE DEFENSES

Eolas hereby gives notice that it intends to rely upon any other defense that may become available in this case and hereby reserves the right to amend this Answer to assert any such defense.

DEMAND FOR JURY TRIAL

Eolas demands a trial by jury of any and all issues triable of right before a jury.

DATED: December 15, 2009.

Respectfully submitted,

McKool Smith, P.C.

/s/ Mike McKool

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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 services on this the 15th day of December, 2009. Local Rule CV-5(a)(3)(A).

In addition, a copy of this document has been served on the following counsel of record for TI via first class mail:

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/s/ Josh Budwin

Josh Budwin