

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

**EOLAS TECHNOLOGIES  
INCORPORATED,**

**Plaintiff,**

**vs.**

**ADOBE SYSTEMS INC., et al.,**

**Defendants.**

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**No. 6:09-cv-00446-LED**

**JURY TRIAL DEMANDED**

**JPMORGAN CHASE & CO.’S ANSWER TO  
PLAINTIFF’S SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Defendant JPMorgan Chase & Co. (“JPMorgan”) hereby answers the Second Amended Complaint of Plaintiff Eolas Technologies Incorporated (“Eolas”) as follows:

**I. PARTIES**

1. JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

2. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

3. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan,

JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

4. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

5. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

6. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

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9. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

10. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

11. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

12. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

13. JPMorgan admits that it is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 270 Park Avenue, New York, New York 10017. JPMorgan admits that it has appointed CT Corporation System, 350 North Saint Paul Street, Dallas, Texas 75201-4240 as its registered agent. JPMorgan denies the remaining allegations in this paragraph.

14. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan,

JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

15. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

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23. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

## **II. JURISDICTION AND VENUE**

24. JPMorgan repeats and realleges its responses to the allegations in Paragraphs 1-23 of Eolas's Second Amended Complaint as though fully set forth in their entirety.

25. JPMorgan admits that this action arises under the patent laws of the United States, Title 35, United States Code § 1, *et seq.* JPMorgan admits that this Court has subject matter jurisdiction over this case, which alleges patent infringement, pursuant to 28 U.S.C. §§ 1331 and 1338(a). JPMorgan denies the remaining allegations in this paragraph.

26. JPMorgan denies the allegations in Paragraph 26 addressed to JPMorgan. With respect to allegations in Paragraph 26 addressed to any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 26 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

27. JPMorgan denies the allegations in Paragraph 27 addressed to JPMorgan. To the extent the allegations in Paragraph 27 concern any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 27 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

### **III. [ALLEGED] PATENT INFRINGEMENT**

28. JPMorgan repeats and realleges its responses to the allegations in Paragraphs 1-27 of Eolas's Second Amended Complaint as though fully set forth in their entirety.

29. JPMorgan admits that U.S. Patent No. 5,838,906 ("the '906 Patent"), entitled "Distributed Hypermedia Method for Automatically Invoking External Application Providing Interaction and Display of Embedded Objects Within a Hypermedia Document," was issued by the U.S. Patent & Trademark Office on November 17, 1998. JPMorgan admits that the U.S. Patent & Trademark Office issued a reexamination certificate for the '906 Patent on June 6, 2006. JPMorgan admits that the U.S. Patent & Trademark Office also issued a reexamination certificate for the '906 Patent on February 3, 2009. JPMorgan admits that U.S. Patent No. 7,599,985 ("the '985 Patent"), entitled "Distributed Hypermedia Method and System for

Automatically Invoking External Application Providing Interaction and Display of Embedded Objects Within a Hypermedia Document,” was issued by the U.S. Patent & Trademark Office on October 6, 2009. JPMorgan admits that the ’906 Patent and the ’985 Patent are collectively referred to in the Second Amended Complaint as “the patents.” Except as so admitted, JPMorgan denies each and every allegation contained within Paragraph 29.

30. JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

31. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

32. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

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JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

41. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

42. Denied.

43. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

44. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

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48. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

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50. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

51. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

52. This paragraph is addressed to another party, and does not require a response from JPMorgan. To the extent that this paragraph is deemed to require a response from JPMorgan,

JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

53. With respect to the allegations in Paragraph 53 addressed to JPMorgan, JPMorgan admits that it is aware of the '906 Patent as a result of the filing of the Complaint in this action. JPMorgan denies that it has, or continues to, willfully and/or deliberately infringe the '906 Patent. With respect to allegations in Paragraph 53 addressed to any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 53 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

54. With respect to the allegations in Paragraph 54 addressed to JPMorgan, JPMorgan denies said allegations. With respect to allegations in Paragraph 54 addressed to any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 54 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

55. With respect to the allegations in Paragraph 55 addressed to JPMorgan, JPMorgan denies said allegations. With respect to allegations in Paragraph 55 addressed to any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 55 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to

form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

56. With respect to the allegations in Paragraph 56 addressed to JPMorgan, JPMorgan denies said allegations. With respect to allegations in Paragraph 56 addressed to any Defendant other than JPMorgan, such allegations do not require a response from JPMorgan. To the extent that allegations in Paragraph 56 concerning Defendants other than JPMorgan are deemed to require a response from JPMorgan, JPMorgan is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them on that basis.

#### **IV. PRAYER FOR RELIEF**

JPMorgan denies that Plaintiff is entitled to any of the relief requested in paragraphs A-E of its Prayer for Relief, or to any relief whatsoever from JPMorgan. JPMorgan specifically denies committing, or being liable for, any act of infringement.

#### **AFFIRMATIVE AND OTHER DEFENSES**

Further answering the Second Amended Complaint, JPMorgan incorporates by reference and reasserts all affirmative and other defenses cited in JPMorgan's Answer to Plaintiff Eolas Technologies First Amended Complaint. JPMorgan reserves the right to amend its Answer with additional defenses as further information is obtained.

57. JPMorgan reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent Laws of the United States, and any other defenses, at law or in equity, that may now or in the future be available based on discovery or any other factual investigation concerning this case.

## **PRAYER FOR RELIEF**

WHEREFORE, JPMorgan prays for judgment as follows on Eolas' Second Amended Complaint and on JPMorgan's Answer, Defenses, and Counterclaims:

- A. Enter judgment against Eolas on, and dismiss with prejudice, all claims of the Second Amended Complaint;
- B. Enter judgment declaring that JPMorgan has not infringed, contributed to infringement of, or induced infringement of the '906 and '985 patents;
- C. Enter judgment declaring that each asserted claim of the '906 and '985 patents is invalid;
- D. Enter judgment declaring that the '906 and '985 patents were inequitably procured before the USPTO and are unenforceable;
- E. Enter judgment declaring that the '906 and '985 are unenforceable;
- F. Enter judgment that Eolas and each of its officers, employees, agents, alter egos, attorneys and any persons in active concert or participation with them be restrained from further prosecuting or instituting any action against JPMorgan claiming that the '906 and '985 patents are valid, enforceable, or infringed, or from representing that JPMorgan's webpages and content, software, computer equipment, or that the use thereof, infringes the '906 or '985 patents;
- G. Award to JPMorgan its costs and reasonable attorneys' fees expended in defending itself, pursuant to 35 U.S.C. §285, in view of the exceptional nature of this case;
- H. Award to JPMorgan prejudgment and post-judgment interest; and
- I. Grant to JPMorgan such other and further relief as may be deemed just and appropriate.

Date: February 1, 2011

Respectfully submitted,

/s/ David Crump by Trey Yarbrough with  
permission

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ATTORNEYS FOR DEFENDANT  
JPMORGAN CHASE & CO.

**Certificate of Service**

The undersigned hereby 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 1, 2011. All other counsel of record will be served via facsimile or first class mail.

/s/ Trey Yarbrough  
Trey Yarbrough