

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

UNILOC USA, INC. and
UNILOC SINGAPORE PRIVATE LIMITED,

Plaintiffs

v.

(1) NATIONAL INSTRUMENTS CORP;
(2) PERVASIVE SOFTWARE, INC.;
(3) ADOBE SYSTEMS, INC.;
(4) FILEMAKER, INC.;
(5) SAFENET, INC.;
(6) CA, INC.;
(7) PINNACLE SYSTEMS, INC.;
(8) SONIC SOLUTIONS;
(9) ONYX GRAPHICS, INC.;
(10) SYMANTEC CORP.;
(11) ALADDIN KNOWLEDGE SYSTEMS,
INC. and
(12) ALADDIN KNOWLEDGE SYSTEMS
LTD.,

Defendants.

CASE NO. 6:10CV472

JURY TRIAL DEMANDED

**DEFENDANT CA, INC.'S ANSWER TO PLAINTIFF'S ORIGINAL
COMPLAINT FOR PATENT INFRINGEMENT**

Defendant CA, Inc. ("CA") hereby submits its Answer to Plaintiffs' UNILOC USA, INC. and UNILOC SINGAPORE PRIVATE LIMITED (collectively referred to as "Uniloc") Original Complaint for Patent Infringement ("Complaint") as follows:

JURISDICTION AND VENUE

Complaint Paragraph 1:

This action arises under the patent laws of the United States, 35 U.S.C. § 271 *et al.* This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338(a).

Answer to Complaint Paragraph 1:

CA admits that the Complaint purports to state a claim for patent infringement arising under the laws of the United States and that the Court has subject matter jurisdiction over the claims brought against CA in this suit, but CA denies any liability thereunder. CA is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the other defendants, and therefore denies them.

Complaint Paragraph 2:

Upon information and belief, each of the Defendants directly and/or indirectly: regularly solicits and conducts business within this judicial district, derives revenue from business transacted within this judicial district, and/or has committed acts of patent infringement within this judicial district.

Answer to Complaint Paragraph 2:

CA denies the allegations in paragraph 2 of the Complaint as related to CA. CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint as they pertain to any other defendant, and therefore denies them.

Complaint Paragraph 3:

Venue is proper in the Eastern District of Texas pursuant to 28 U.S.C. § 1391(b), (c) and/or § 1400(b).

Answer to Complaint Paragraph 3:

CA admits, for purposes of this litigation only, that this Court has personal jurisdiction over CA, but denies that venue is proper or convenient. CA is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the other defendants, and therefore denies them.

I. THE PARTIES

Complaint Paragraph 4:

Plaintiff Uniloc USA, Inc. is a Texas corporation having a principal place of business at 2151 Michelson Drive, Irvine, California 92612. Uniloc USA, Inc. also maintains places of business at 100 E. Ferguson Street, Suite 608-A, Tyler, Texas 75702 and a sales office in Piano, Texas.

Answer to Complaint Paragraph 4:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint, and therefore denies them.

Complaint Paragraph 5:

Plaintiff Uniloc Singapore Private Limited is a Singapore Corporation having a principal place of business at 80 Raffles Plaza, # 33-00 UOB Plaza I, Singapore 048624.

Answer to Complaint Paragraph 5:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint, and therefore denies them.

Complaint Paragraph 6:

On information and belief, NI is a Delaware corporation having a principal place of business at 11500 North MoPac Expressway, Austin, Texas where it regularly conducts business in this District. NI also regularly conducts business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint and through its ecommerce website www.ni.com. On information and belief, NIs designated agent for service of process in Texas is James T. Truchard, 11500 North MoPac Expressway, Building B, Austin, Texas 78759.

Answer to Complaint Paragraph 6:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint, and therefore denies them.

Complaint Paragraph 7:

On information and belief, Pervasive is a Delaware corporation having a principal place of business at 12365-B Riata Trace Parkway, Austin, Texas 78727 where it regularly conducts business in this District. Pervasive regularly conducts business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint and through its ecommerce website www.pervasive.com. On information and belief, Pervasive's designated agent for service of process in Texas is Nancy Woodward, 8821 Bell Mountain Drive, Austin, Texas 78730.

Answer to Complaint Paragraph 7:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint, and therefore denies them.

Complaint Paragraph 8:

On information and belief, Adobe is a Delaware corporation having a principal place of business at 345 Park Drive, San Jose, California. Adobe also regularly conducts business in this jurisdiction at 101 E. Park Boulevard, Suite 521, Plano, Texas, 15950 Dallas Parkway, Suite 400, Dallas, Texas and 8205 Amasia, Austin, Texas. Through its offices in Texas and elsewhere, Adobe does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.adobe.com. On information and belief, Adobe's designated agent for service of process in

Texas is Corporation Service Company d/b/a/ CSC, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

Answer to Complaint Paragraph 8:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint, and therefore denies them.

Complaint Paragraph 9:

On information and belief, FileMaker is a Delaware corporation having a principal place of business at 5201 Patrick Henry Drive, Santa Clara, California. FileMaker also regularly conducts business in this jurisdiction at 5845 Concord Lane, Lewisville, Texas. Through its offices in Texas and elsewhere, FileMaker does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.filemaker.com. On information and belief, FileMaker's designated agent for service of process in Texas is CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

Answer to Complaint Paragraph 9:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint, and therefore denies them.

Complaint Paragraph 10:

On information and belief, SafeNet is a Delaware corporation having a principal place of business at 4690 Millennium Drive, Belcamp, Maryland. SafeNet does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or

indirectly into this District, and through its ecommerce website www.safenet-inc.com. SafeNet does not have a designated agent for service of process in Texas. SafeNet may therefore be served with process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve SafeNet at its principal place of business at 4690 Millennium Drive, Belcamp, Maryland 21017 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 10:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint, and therefore denies them.

Complaint Paragraph 11:

On information and belief, CA is a Delaware corporation having a principal place of business at One CA Plaza, Islandia, New York. CA also regularly conducts business in this jurisdiction at 5465 Legacy Drive, Piano, Texas and Three Memorial City Plaza, 840 Gessner, Suite 700, Houston, Texas. Through its offices in Texas and elsewhere, CA does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint and through its ecommerce website www.ca.com. CA may be served with service of process by serving a copy of the Complaint on its registered agent for service: United States Corporation Co., 211 E. 7th Street, Suite 620, Austin, Texas 78701.

Answer to Complaint Paragraph 11:

CA admits that it is a Delaware corporation with its headquarters located at One CA Plaza, Islandia, NY 11749. CA admits that it has offices located at 5465 Legacy Drive, Piano, Texas and Three Memorial City Plaza, 840 Gessner, Suite 700, Houston, Texas. CA further admits that its registered agent for service is United States Corporation Co., 211 E. 7th Street, Suite

620, Austin, Texas 78701. CA denies the remaining allegations in paragraph 11 of the Complaint.

Complaint Paragraph 12:

On information and belief, Pinnacle is a California corporation having a principal place of business at 280 North Bernardo Avenue, Mountain View, California. Pinnacle does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.pinnaclesys.com. Pinnacle does not have a designated agent for service of process in Texas. Pinnacle may therefore be served with process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve Pinnacle at its principal place of business at 280 North Bernardo Avenue, Mountain View, California 94043 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 12:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint, and therefore denies them.

Complaint Paragraph 13:

On information and belief, Sonic is a California corporation having a principal place of business at 7250 Redwood Boulevard, Suite 300, Novato, California 94945. Sonic does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.sonic.com. Sonic does not have a designated agent for service of process in Texas. Sonic may therefore be served with

process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve Sonic at its principal place of business at 7250 Redwood Boulevard, Suite 300, Novato, California 94945 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 13:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint, and therefore denies them.

Complaint Paragraph 14:

On information and belief, Onyx is a Delaware corporation having a principal place of business at 6915 South high Tech Drive, Salt Lake City, Utah. Onyx does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.onyxgfx.com. Onyx does not have a designated agent for service of process in Texas. Onyx may therefore be served with process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve Onyx at its principal place of business at 6915 South high Tech Drive, Salt Lake City, Utah 84047 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 14:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Complaint, and therefore denies them.

Complaint Paragraph 15:

On information and belief, Symantec is a Delaware corporation having a principal place of business at 350 Ellis Street, Mountain View, California. Symantec also regularly conducts business at 738 Highway 6 S., Suite 850, Houston, Texas, 810 Hesters Crossing Road, Round Rock., Texas, 6750 W. Loop S., Suite 500, Houston, Texas, and 15770 Dallas Parkway # 1060, Dallas, Texas. Through its offices in Texas and elsewhere, Symantec does and solicits business in this jurisdiction by, among other things, committing directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.symantec.com. In addition, Symantec has recognized this Court as convenient to Symantec for the resolution of patent disputes as Symantec filed suit for patent infringement in this District in Civil Action No. 2-04-CV-161. Symantec may be served with service of process by serving a copy of the Complaint on its registered agent for service: Corporation Service Co. d/b/a/ CSC - Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

Answer to Complaint Paragraph 15:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Complaint, and therefore denies them.

Complaint Paragraph 16:

Upon information and belief, Aladdin is a New York corporation with a principal place of business at 601 W. Campus Drive, Suite 3 C-1, Arlington Heights, Illinois 60004. Aladdin does and solicits business in this jurisdiction by, among other things, committing jointly, directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website

www.aladdin.com. Aladdin does not have a designated agent for service of process in Texas. Aladdin may therefore be served with process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve Aladdin at its principal place of business at 601 W. Campus Drive, Suite 3 C-1, Arlington Heights, Illinois 60004 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 16:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 of the Complaint, and therefore denies them.

Complaint Paragraph 17:

Upon information and belief, Aladdin Israel is an Israeli corporation with a principal place of business at 35 Eyal Street, Kiryat Arye, Petach Tikva 49511 Israel and a U.S. headquarters office at 4690 Millennium Drive, Belcamp, Maryland. Aladdin Israel does and solicits business in this jurisdiction by, among other things, committing jointly, directly and/or indirectly the tort of patent infringement giving rise to this complaint, by shipping infringing products directly and/or indirectly into this District, and through its ecommerce website www.aladdin.com. Aladdin Israel does not have a designated agent for service of process in Texas. Aladdin Israel may therefore be served with process by serving the Secretary of State of the State of Texas pursuant to the Texas Long Arm Statute, Texas Civil Practice & Remedies Code § 17.044 and asking the Secretary of State to serve Aladdin Israel at its principal place of business at 601 W. Campus Drive, Suite 3 C-1, Arlington Heights, Illinois 60004 via Certified Mail - Return Receipt Requested.

Answer to Complaint Paragraph 17:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 of the Complaint, and therefore denies them.

COUNT FOR INFRINGEMENT OF U.S. PATENT No. 5,490,216

Complaint Paragraph 18:

The allegations in paragraphs 1-17 above are incorporated herein by reference.

Answer to Complaint Paragraph 18:

CA incorporates by reference its responses to the allegations in paragraphs 1-17 above.

Complaint Paragraph 19:

On February 6, 1996, United States patent number 5,490,216, entitled "System for Software Registration" ("the '216 patent"), was duly and legally issued to plaintiff Uniloc Singapore Private Limited, the present owner of the '216 patent. *See*, Ex. A.

Answer to Complaint Paragraph 19:

CA admits that United States Patent No. 5,490,216 entitled "System for Software Registration" appears on its face to have been issued on February 6, 1996. CA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19 of the Complaint, and therefore denies them.

Complaint Paragraph 20:

Plaintiff Uniloc USA, Inc. is the exclusive licensee of the '216 patent in the United States.

Answer to Complaint Paragraph 20:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint, and therefore denies them.

Complaint Paragraph 21:

Plaintiff Uniloc USA, Inc. has marked its products with the '216 patent number pursuant to 35 U.S.C. § 287.

Answer to Complaint Paragraph 21:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Complaint, and therefore denies them.

Complaint Paragraph 22:

On information and belief, NI has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation NI's product activation system and process used with its LabVIEW products that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, NI is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. NI's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 22:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 of the Complaint, and therefore denies them.

Complaint Paragraph 23:

On information and belief, Pervasive has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device

and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Pervasive's PSQL Product Activation system and process that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, Pervasive is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Pervasive's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 23:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 of the Complaint, and therefore denies them.

Complaint Paragraph 24:

On information and belief, Adobe has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Adobe's Acrobat and Creative Suite products that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, Adobe is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Adobe's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 24:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 of the Complaint, and therefore denies them.

Complaint Paragraph 25:

On information and belief, FileMaker has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation its FileMaker Pro and FileMaker Pro Advanced products that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, FileMaker is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. FileMaker's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 25:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 of the Complaint, and therefore denies them.

Complaint Paragraph 26:

On information and belief, SafeNet has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation SafeNet's Sentinel HASP SL products that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, SafeNet is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. SafeNet's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 26:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 of the Complaint, and therefore denies them.

Complaint Paragraph 27:

On information and belief, CA has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation CA's Internet Security Suite Plus 2010 product that permits customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, CA is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. CA's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 27:

CA denies the allegations in paragraph 27 of the Complaint.

Complaint Paragraph 28:

On information and belief, Pinnacle has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Pinnacle's Unlock product activation system and process that permit customers to activate and/or register software such as the Pinnacle Studio™ products. Pursuant to 35 U.S.C. § 271, Pinnacle is thereby liable for direct and indirect

infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Pinnacle's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 28:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28 of the Complaint, and therefore denies them.

Complaint Paragraph 29:

On information and belief, Sonic has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Sonic's product activation system and process that permit customers to activate software distributed by Sonic's Roxio division, such as DVDit® 6 Pro. Pursuant to 35 U.S.C. § 271, Sonic is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Sonic's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 29:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 of the Complaint, and therefore denies them.

Complaint Paragraph 30:

On information and belief, Onyx has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method

for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Onyx's Imagez product that permits customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, Onyx is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Onyx's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 30:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30 of the Complaint, and therefore denies them.

Complaint Paragraph 31:

On information and belief, Symantec has directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation Symantec's Norton Antivirus 2010 product that permits customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, Symantec is thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Symantec's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 31:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 31 of the Complaint, and therefore denies them.

Complaint Paragraph 32:

On information and belief, Aladdin and Aladdin Israel have directly and/or indirectly infringed at least one claim of the '216 patent in this judicial district and elsewhere in Texas and the United States by, among other things, making, using, offering for sale, selling and/or importing a system, device and/or method for reducing software piracy, reducing casual copying and/or reducing the unauthorized use of software, including without limitation the Aladdin HASP SL system and process that permit customers to activate and/or register software. Pursuant to 35 U.S.C. § 271, Aladdin and Aladdin Israel are thereby liable for direct and indirect infringement of the '216 patent, which infringement has caused damage, reparable and irreparable, to Uniloc. Aladdin and Aladdin Israel's unlawful acts will continue unless and until its infringement is enjoined.

Answer to Complaint Paragraph 32:

CA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 32 of the Complaint, and therefore denies them.

Complaint Paragraph 33:

Each defendant's respective acts of infringement have caused reparable and irreparable damage to Uniloc and Uniloc will continue to suffer damage for which remedies at law are inadequate unless each defendant is enjoined. Considering the balance of the hardships between the parties, a remedy in equity including injunctive relief is warranted and such a remedy would be in the public interest. Uniloc,

Answer to Complaint Paragraph 33:

CA denies the allegations in paragraph 33 of the Complaint as they pertain to CA. CA is without knowledge or information sufficient to form a belief as to the truth of the remaining

allegations in paragraph 33 of the Complaint, and therefore denies them.

Complaint Paragraph 34:

Upon information and belief, each defendant has had notice of the '216 patent due, *inter alia*, to the ongoing litigation between Uniloc and Microsoft Corporation regarding the '216 patent, the pending litigation in this District regarding the '216 patent, and the press coverage thereof. With such knowledge, each defendant has acted despite an objectively high likelihood that its actions constitute infringement of the '216 patent and each defendant has a subjective knowledge of such risk and/or such risk is obvious to defendants. Nonetheless, each defendant has failed to cease its infringing activities or obtain a license under the '216 patent. Accordingly, each of the defendant's infringement has been willful, and this case is exceptional, entitling Uniloc to an award of increased damages and attorneys' fees pursuant to 35U.S.C. §§ 284 and 285.

Answer to Complaint Paragraph 34:

CA denies the allegations in paragraph 34 of the Complaint as they pertain to CA. CA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 34 of the Complaint, and therefore denies them.

PRAYER FOR RELIEF

CA denies that Uniloc is entitled to any relief requested in its Prayer for Relief or any other relief.

GENERAL DENIAL

CA denies any allegations in the Complaint not specifically admitted in CA's responsive pleadings above.

DEMAND FOR JURY TRIAL

This paragraph contains a statement to which no response is required. To the extent a response is required, CA admits that Uniloc's Complaint contains a request for a jury trial.

AFFIRMATIVE DEFENSES

First Affirmative Defense (Failure to State a Claim)

The Complaint fails to state a claim upon which relief can be granted.

Second Affirmative Defense (Invalidity)

The subject matter of the '216 patent does not meet the requirements of 35 U.S.C. § 101, *et seq.*, and the '216 patent therefore is invalid, void and unenforceable because it fails to meet the conditions specified in 35 U.S.C. § 101, *et seq.*, including but not limited to 35 U.S.C. §§ 101, 102, 103, 112 and/or 116.

Third Affirmative Defense (Noninfringement)

CA has not and does not infringe the '216 patent, either directly or indirectly, literally or under the doctrine of equivalents.

Fourth Affirmative Defense (35 U.S.C. § 286)

Uniloc's recovery for alleged infringement of the '216 patent, if any, is limited to any alleged infringement committed no more than six years prior to the filing of its Complaint pursuant to 35 U.S.C. § 286.

Fifth Affirmative Defense (35 U.S.C. § 287)

Any claim for damages for patent infringement by Uniloc is limited by 35 U.S.C. § 287 to those damages occurring only after the notice of infringement.

**Sixth Affirmative Defense
(Absolute and Equitable Intervening Rights)**

On information and belief, Uniloc's claims and requested relief are barred in whole or in part by 35 U.S.C. § 252.

**Seventh Affirmative Defense
(Improper Joinder)**

The Defendants are improperly joined.

**Eighth Affirmative Defense
(Laches)**

Uniloc's claims under the '216 patent are barred by the doctrine of laches due to Uniloc's knowledge of CA's allegedly infringing actions, and its unjustified and/or unreasonable failure to pursue its infringement claims diligently and timely from the time Uniloc became aware it had claims against CA. CA has been economically and materially prejudiced and injured from Uniloc's inexcusable lack of diligence, including without limitation the loss of third-party records pertaining to the prior art, and the unreliability of the memories of witnesses who otherwise would have possessed knowledge of the technology and claims at issue.

**Ninth Affirmative Defense
(Reservation of Additional Defenses)**

CA 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 and equity, that may now or in the future be available based on discovery or any other factual investigation concerning this case or any related action.

JURY DEMAND

CA demands a trial by jury of all issues so triable in this action.

PRAYER FOR RELIEF

WHEREFORE, CA prays that this Court:

- (a) Enter judgment against Uniloc and in favor of CA, thereby dismissing Uniloc's Complaint with prejudice, and order that Uniloc is entitled to no recovery on the Complaint;
- (b) Find that the '216 patent is not infringed by CA and is invalid;
- (c) Find that Uniloc is barred from all or part of its requested relief pursuant to statute, the doctrine of laches and/or the doctrine of intervening rights;
- (d) Declare that this is an exceptional case pursuant to 35 U.S.C. § 285, and award CA its attorney fees and full costs of suit; and
- (e) Award CA such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

Dated: November 19, 2010

By: /s/ John M. Guaragna

John M. Guaragna (Bar No. 24043308)

Brian K. Erickson (Bar No. 24012594)

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CERTIFICATE OF SERVICE

The undersigned certifies that on this 19th day of November 2010, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document through the Court's CM/ECF system under Local Rule CV-5(a)(3). Any other counsel of record will be served by a facsimile transmission and/or first class mail.

/s/ John M. Guaragna
John M. Guaragna