

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

PARALLEL NETWORKS, LLC,

Plaintiff,

v.

ADIDAS AMERICA, INC.; ADIDAS INTERACTIVE, INC.; AEROPOSTALE, INC.; AMERICAN GIRL, LLC; AMERICAN SUZUKI MOTOR CORPORATION; ANDERSEN CORPORATION; ANDERSEN WINDOWS, INC.; ASICS AMERICA CORPORATION; AT&T INC.; BBY SOLUTIONS, INC.; BERGDORFGOODMAN.COM, LLC; BESTBUY.COM, LLC; BLOOMINGDALE'S, INC.; BRIGGS & STRATTON CORPORATION; BRIGGS & STRATTON POWER PRODUCTS GROUP, LLC; BRUNSWICK BILLIARDS, INC.; BRUNSWICK CORPORATION; CHICO'S RETAIL SERVICES, INC.; CITIZEN WATCH COMPANY OF AMERICA, INC.; DILLARD'S, INC.; EASTMAN KODAK COMPANY; GENERAL MOTORS LLC; THE GILLETTE COMPANY; THE GOODYEAR TIRE & RUBBER COMPANY; H-D MICHIGAN, INC.; HARLEY-DAVIDSON, INC.; HASBRO, INC.; HAYNEEDLE, INC.; HERMAN MILLER, INC.; HSN INTERACTIVE LLC; HSN LP; THE J. JILL GROUP, INC.; JILL ACQUISITION LLC; JONES INVESTMENT COMPANY, INC.; JONES RETAIL CORPORATION; KODAK IMAGING NETWORK, INC.; KOHL'S DEPARTMENT STORES, INC.; LG ELECTRONICS USA, INC.; MACY'S WEST STORES, INC.; MACYS.COM, INC.; MATTEL, INC.; MITSUBISHI MOTOR SALES OF AMERICA, INC.; MITSUBISHI MOTORS

Civil Action No. 6:10-cv-491-LED

PATENT CASE

JURY TRIAL DEMANDED

NORTH AMERICA, INC.; MOTOROLA, INC.; MOTOROLA TRADEMARK HOLDINGS, LLC; NAUTICA APPAREL, INC.; NAUTICA RETAIL USA, INC.; NAVISTAR, INC.; NEW BALANCE ATHLETIC SHOE, INC.; NISSAN NORTH AMERICA, INC.; PRL USA HOLDINGS, INC.; THE PROCTER & GAMBLE COMPANY; RALPH LAUREN MEDIA LLC; RUSSELL BRANDS, LLC; SUBARU OF AMERICA, INC.; SUNGLASS HUT TRADING, LLC; VICTORIA'S SECRET; WOLVERINE WORLD WIDE, INC.; and WOMEN'S APPAREL GROUP, LLC d/b/a BOSTON APPAREL GROUP, LLC,

Defendants.

**DEFENDANTS BBY SOLUTIONS, INC. AND BESTBUY.COM, LLC'S
ANSWER TO PLAINTIFF PARALLEL NETWORKS, LLC'S
ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Defendants BBY Solutions, Inc. and BestBuy.com, LLC (collectively referred to as "Best Buy") hereby answer the Original Complaint for Patent Infringement ("Original Complaint") filed by Parallel Networks, LLC's ("Plaintiff") as follows:

GENERAL DENIAL

Best Buy denies each and every allegation, matter, or thing contained in the Original Complaint which is not expressly admitted, qualified, or answered herein.

INTRODUCTORY PARAGRAPH

To the extent the introductory paragraph of the Original Complaint purports to allege that Plaintiff has a valid claim for patent infringement against Best Buy, Best Buy denies those allegations.

THE PARTIES

1. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 and therefore denies them.

2. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 and therefore denies them.

3. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 and therefore denies them.

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

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

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

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

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

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

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

11. Best Buy admits that BBY Solutions, Inc. is a corporation with a place of business in Richfield, Minnesota.

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

13. Best Buy admits that BestBuy.com, LLC has a place of business in Richfield, Minnesota. Best Buy denies that BestBuy.com, LLC is a corporation and states that BestBuy.com, LLC is a Virginia limited liability company.

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

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

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

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

18. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 and therefore denies them.

19. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 and therefore denies them.

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

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

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

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

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

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

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

27. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 and therefore denies them.

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

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

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

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

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

33. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 and therefore denies them.

34. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34 and therefore denies them.

35. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 and therefore denies them.

36. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36 and therefore denies them.

37. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 and therefore denies them.

38. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38 and therefore denies them.

39. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 and therefore denies them.

40. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 and therefore denies them.

41. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 and therefore denies them.

42. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42 and therefore denies them.

43. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 and therefore denies them.

44. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44 and therefore denies them.

45. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45 and therefore denies them.

46. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 and therefore denies them.

47. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 and therefore denies them.

48. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 48 and therefore denies them.

49. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 49 and therefore denies them.

50. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 and therefore denies them.

51. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 and therefore denies them.

52. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 and therefore denies them.

53. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 53 and therefore denies them.

54. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 54 and therefore denies them.

55. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 55 and therefore denies them.

56. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56 and therefore denies them.

57. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 57 and therefore denies them.

58. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 and therefore denies them.

59. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 and therefore denies them.

60. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 60 and therefore denies them.

61. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61 and therefore denies them.

JURISDICTION AND VENUE

62. Best Buy admits that the Original Complaint purports to state a cause of action arising under the patent laws of the United States, Title 35 of the United States Code, and that 28 U.S.C. §§ 1131 and 1338(a) grant district courts with original jurisdiction over civil actions arising under that Act. To the extent the allegations in paragraph 62 are directed to Best Buy, and for the purposes of this action only, Best Buy does not contest that the Court has personal jurisdiction over it, but denies that it has committed acts of patent infringement in this District, the State of Texas, or elsewhere. Best Buy further admits that the website <http://www.bestbuy.com/> is accessible from this District and from Texas generally, but is not necessarily directed purposely or solely at this District or the residents of Texas. Best Buy denies all remaining allegations in paragraph 62 that are directed to Best Buy. To the extent the

allegations in paragraph 62 are directed to other defendants, Best Buy is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

63. Without admitting that it is necessarily proper or convenient, for the purposes of this action only, Best Buy admits that venue is permissible under 28 U.S.C. §§ 1391(b), 1391(c), and/or 1400(b). To the extent the allegations in paragraph 63 are directed to Best Buy, and for the purposes of this action only, Best Buy does not contest that the Court has personal jurisdiction over it, but denies that it has committed acts of patent infringement in this District, the State of Texas, or elsewhere. Best Buy admits that the website <http://www.bestbuy.com/> is accessible from this District and from Texas generally, but is not necessarily directed purposely or solely at this District or the residents of Texas. Best Buy denies the remaining allegations in paragraph 63 that are directed to Best Buy. To the extent the allegations in paragraph 63 are directed to other defendants, Best Buy is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,446,111

64. Without admitting that United States Patent No. 6,446,111 (“the ’111 patent”) is properly issued or titled, Best Buy admits that on its face the ’111 patent is entitled “Method and Apparatus for Client-Server Communication Using a Limited Capability Client over a Low-Speed Communications Link” and bears an issue date of September 3, 2002. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 64 and therefore denies them.

65. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 65 and therefore denies them.

66. Best Buy denies each and every allegation in paragraph 66 of the Original Complaint.

67. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 67 and therefore denies them.

68. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 68 and therefore denies them.

69. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 69 and therefore denies them.

70. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 70 and therefore denies them.

71. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 71 and therefore denies them.

72. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 72 and therefore denies them.

73. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 73 and therefore denies them.

74. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 74 and therefore denies them.

75. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 75 and therefore denies them.

76. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 76 and therefore denies them.

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78. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 78 and therefore denies them.

79. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 79 and therefore denies them.

80. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 80 and therefore denies them.

81. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 81 and therefore denies them.

82. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 82 and therefore denies them.

83. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 83 and therefore denies them.

84. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 84 and therefore denies them.

85. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 85 and therefore denies them.

86. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 86 and therefore denies them.

87. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 87 and therefore denies them.

88. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 88 and therefore denies them.

89. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 89 and therefore denies them.

90. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 90 and therefore denies them.

91. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 91 and therefore denies them.

92. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 92 and therefore denies them.

93. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 93 and therefore denies them.

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100. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 100 and therefore denies them.

101. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 101 and therefore denies them.

102. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 102 and therefore denies them.

103. Best Buy denies each and every allegation in paragraph 103 of the Original Complaint.

104. Best Buy denies each and every allegation in paragraph 104 of the Original Complaint.

105. Best Buy denies each and every allegation in paragraph 105 of the Original Complaint.

106. Best Buy denies each and every allegation in paragraph 106 of the Original Complaint.

107. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 107 and therefore denies them.

108. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 108 and therefore denies them.

109. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 109 and therefore denies them.

110. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 110 and therefore denies them.

111. Best Buy denies each and every allegation in paragraph 111 of the Original Complaint.

112. Best Buy denies each and every allegation in paragraph 112 of the Original Complaint.

113. Best Buy denies each and every allegation in paragraph 113 of the Original Complaint.

114. Best Buy denies each and every allegation in paragraph 114 of the Original Complaint.

115. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 115 and therefore denies them.

116. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 116 and therefore denies them.

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130. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 130 and therefore denies them.

131. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 131 and therefore denies them.

132. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 132 and therefore denies them.

133. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 133 and therefore denies them.

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136. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 136 and therefore denies them.

137. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 137 and therefore denies them.

138. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 138 and therefore denies them.

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140. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 140 and therefore denies them.

141. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 141 and therefore denies them.

142. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 142 and therefore denies them.

143. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 143 and therefore denies them.

144. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 144 and therefore denies them.

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146. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 146 and therefore denies them.

147. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 147 and therefore denies them.

148. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 148 and therefore denies them.

149. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 149 and therefore denies them.

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152. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 152 and therefore denies them.

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156. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 156 and therefore denies them.

157. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 157 and therefore denies them.

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161. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 161 and therefore denies them.

162. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 162 and therefore denies them.

163. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 163 and therefore denies them.

164. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 164 and therefore denies them.

165. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 165 and therefore denies them.

166. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 166 and therefore denies them.

167. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 167 and therefore denies them.

168. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 168 and therefore denies them.

169. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 169 and therefore denies them.

170. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 170 and therefore denies them.

171. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 171 and therefore denies them.

172. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 172 and therefore denies them.

173. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 173 and therefore denies them.

174. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 174 and therefore denies them.

175. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 175 and therefore denies them.

176. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 176 and therefore denies them.

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178. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 178 and therefore denies them.

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211. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 211 and therefore denies them.

212. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 212 and therefore denies them.

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222. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 222 and therefore denies them.

223. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 223 and therefore denies them.

224. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 224 and therefore denies them.

225. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 225 and therefore denies them.

226. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 226 and therefore denies them.

227. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 227 and therefore denies them.

228. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 228 and therefore denies them.

229. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 229 and therefore denies them.

230. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 230 and therefore denies them.

231. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 231 and therefore denies them.

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233. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 233 and therefore denies them.

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248. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 248 and therefore denies them.

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250. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 250 and therefore denies them.

251. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 251 and therefore denies them.

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253. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 253 and therefore denies them.

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257. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 257 and therefore denies them.

258. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 258 and therefore denies them.

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281. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 281 and therefore denies them.

282. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 282 and therefore denies them.

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285. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 285 and therefore denies them.

286. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 286 and therefore denies them.

287. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 287 and therefore denies them.

288. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 288 and therefore denies them.

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294. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 294 and therefore denies them.

295. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 295 and therefore denies them.

296. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 296 and therefore denies them.

297. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 297 and therefore denies them.

298. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 298 and therefore denies them.

299. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 299 and therefore denies them.

300. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 300 and therefore denies them.

301. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 301 and therefore denies them.

302. Best Buy is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 302 and therefore denies them.

303. Best Buy denies all allegations in paragraph 303 that are directed to Best Buy. To the extent the allegations in paragraph 303 are directed to other defendants, Best Buy is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

304. Best Buy denies all allegations in paragraph 304 that are directed to Best Buy. To the extent the allegations in paragraph 304 are directed to other defendants, Best Buy is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

COUNT II
WILLFUL INFRINGEMENT

305. Best Buy denies all allegations in paragraph 305 that are directed to Best Buy. To the extent the allegations in paragraph 305 are directed to other defendants, Best Buy is without

sufficient knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

RESPONSE TO PLAINTIFF’S PRAYER FOR RELIEF

These paragraphs, listed as (a) through (g) in the Original Complaint, set forth the statement of relief requested by Plaintiff to which no response is required. To the extent any admission or denial may be required, however, Best Buy denies that Plaintiff is entitled to any of the requested relief to the extent such relief is sought against Best Buy, and Best Buy denies any allegations that are directed to Best Buy.

RESPONSE TO PLAINTIFF’S DEMAND FOR JURY TRIAL

This paragraph sets forth Plaintiff’s request for a jury trial, to which no response is required. To the extent any admission or denial may be required, however, Best Buy admits that Plaintiff purports to request a trial by jury of any issues so triable by right.

AFFIRMATIVE DEFENSES

Subject to the responses above, Best Buy asserts the following affirmative defenses in response to the allegations of infringement, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein.

**FIRST AFFIRMATIVE DEFENSE
(Non-Infringement of the ’111 patent)**

1. Best Buy has not infringed and does not infringe—not directly, indirectly, contributorily, by inducement, willfully, or otherwise—any valid and enforceable claim of the ’111 patent, either literally or under the doctrine of equivalents.

SECOND AFFIRMATIVE DEFENSE
(Invalidity of the '111 patent)

2. Each claim of the '111 patent is invalid for failure to meet the requirements of patentability found in 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, and/or 112.

THIRD AFFIRMATIVE DEFENSE
(Estoppel, Laches, and/or Waiver)

3. Plaintiff's claims are barred, in whole or in part, under principles of equity, including estoppel, laches, and/or waiver, including without limitation Parallel Networks' unreasonable delay in asserting the '111 patent.

FOURTH AFFIRMATIVE DEFENSE
(No Basis for Injunction)

4. Plaintiff is not entitled to injunctive relief because Best Buy does not infringe any valid and enforceable claim of the '111 patent. Plaintiff is further not entitled to injunctive relief because Plaintiff is not likely to prevail on the merits, Plaintiff has not suffered and will not suffer immediate or irreparable harm because of any conduct by Best Buy, and Plaintiff has an adequate remedy at law for any claims it can prove.

ADDITIONAL DEFENSES

In addition to the affirmative defenses set forth above, Best Buy specifically reserves all rights to assert additional affirmative defenses under the Federal Rules of Civil Procedure, the patent laws of the United States, and any other defenses at law or in equity that may exist now or that may become available in the future.

COUNTERCLAIMS

Defendants/Counterclaim-Plaintiffs BBY Solutions, Inc. and BestBuy.com, LLC (collectively referred to as “Best Buy”), for their separate counterclaims against Plaintiff/Counterclaim-Defendant Parallel Networks, LLC (“Parallel Networks”), allege as follows:

PARTIES

1. Defendant/Counterclaim-Plaintiff BBY Solutions, Inc. is a Minnesota corporation with its principal place of business in Minnesota.
2. Defendant/Counterclaim-Plaintiff BestBuy.com, LLC is a Virginia limited liability company with its principal place of business in Minnesota.
3. Upon information and belief, Plaintiff/Counterclaim-Defendant Parallel Networks purports to be a Texas limited liability company with its principal place of business in Texas.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, Title 35 of the United States Code, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.
5. This Court has subject matter jurisdiction over these Counterclaims pursuant to 28 U.S.C. §§ 1331, 1338, and 2201–2202.
6. Parallel Networks has consented to the personal jurisdiction of this Court at least by filing its Original Complaint in this District.
7. Venue is proper within this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400.

CAUSES OF ACTION

8. This is an action for a declaratory judgment, together with such further relief as may be necessary or proper, declaring that Best Buy does not infringe United States Patent No. 6,446,111 (“the ’111 patent”) and that the ’111 patent is invalid.

9. Parallel Networks, by its Original Complaint, has asserted and continues to assert that Best Buy is infringing the ’111 patent. Best Buy, by its Answer, has asserted and continues to assert that it does not infringe the ’111 patents and that the ’111 patent is invalid. Therefore, an actual justiciable controversy exists between Parallel Networks and Best Buy concerning infringement and validity of the ’111 patent.

FIRST COUNTERCLAIM

(Declaratory Judgment of Non-Infringement of the ’111 patent)

10. Best Buy restates and realleges each of the allegations set forth in Counterclaim paragraphs 1 through 9 above as though fully set forth herein.

11. Best Buy has not infringed and does not infringe—not directly, indirectly, contributorily, by inducement, willfully, or otherwise—any valid claim of the ’111 patent, either literally or under the doctrine of equivalents.

12. Pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201–2202, Best Buy is entitled to judgment declaring that it has not infringed and does not infringe any valid claim of the ’111 patent.

SECOND COUNTERCLAIM

(Declaratory Judgment of Invalidity of the ’111 patent)

13. Best Buy restates and realleges each of the allegations set forth in Counterclaim paragraphs 1 through 12 above as though fully set forth herein.

14. Best Buy alleges that the claims of the '111 patent are invalid for failure to meet the conditions of patentability and/or otherwise comply with one or more provisions of the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*, including without limitation §§ 101, 102, 103, 112, 116, and/or 256.

15. Pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201–2202, Best Buy is entitled to judgment declaring that the claims of the '111 patent are invalid.

PRAYER FOR RELIEF

WHEREFORE, Defendant/Counter-Plaintiff Best Buy prays that this Court:

1. Enter a judgment in favor of Best Buy and against Parallel Networks;
2. Dismiss Parallel Networks' Original Complaint with prejudice and on the merits;
3. Deny all relief requested by Parallel Networks;
4. Enter a declaratory judgment declaring that neither Best Buy nor any of its products infringe—directly, indirectly, contributorily, by inducement, willfully, or otherwise—any valid claim of the '111 patent, either literally or under the doctrine of equivalents;
5. Enter a declaratory judgment declaring that the '111 patent is invalid;
6. Declare that this case is exceptional under 35 U.S.C. § 285, and award Best Buy its costs, expenses, and fees in this action, including reasonable attorneys' fees and pre-judgment interest; and
7. Award Best Buy such other relief as this Court deems just and proper.

DEMAND FOR A JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Best Buy hereby demands a jury trial on all issues so triable.

DATED: November 22, 2010

Respectfully submitted,

LAW OFFICE OF RICKEY L. FAULKNER, P.C.

/s/ Rickey L. Faulkner

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*Attorney for Defendants BBY Solutions, Inc. and
BestBuy.com, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of November, 2010, I electronically filed the foregoing document with the clerk of the court for the United States District Court, Eastern District of Texas, Tyler Division, using the electronic case filing system of the court, in compliance with Local Rule CV-5(a). The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

/s/ Rickey L. Faulkner

Rickey L. Faulkner