

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

WI-LAN INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
ALCATEL-LUCENT USA INC.;	§	
TELEFONAKTIEBOLAGET LM	§	Civil Action No. 6:10-cv-521-LED
ERICSSON; ERICSSON INC.; SONY	§	
ERICSSON MOBILE COMMUNICATIONS	§	JURY TRIAL DEMANDED
AB; SONY ERICSSON MOBILE	§	
COMMUNICATIONS (USA) INC.; HTC	§	
CORPORATION; HTC AMERICA, INC.;	§	
EXEDEA INC.; LG ELECTRONICS, INC.;	§	
LG ELECTRONICS MOBILECOMM U.S.A.,	§	
INC.; LG ELECTRONICS U.S.A., INC.	§	
	§	
Defendants.	§	

**WI-LAN INC.’S REPLY TO DEFENDANT ERICSSON INC.’S
THIRD AMENDED ANSWER AND COUNTERCLAIMS**

Plaintiff Wi-LAN, Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Third Amended Counterclaims of Defendant Ericsson Inc. (“Ericsson’s Counterclaims”) as follows:

Wi-LAN reasserts and incorporates by reference herein its allegations set forth in paragraphs 1-68 of its original Complaint.

1. Upon information and belief, Wi-LAN admits that Ericsson Inc. is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 6300 Legacy Drive, Plano, Texas 75024.

2. Wi-LAN admits that it is a corporation organized under the laws of Canada with its principal place of business at 11 Holland Ave., Suite 608, Ottawa, Ontario, Canada.

3. Wi-LAN admits that this Court has subject-matter jurisdiction over Ericsson's Counterclaims.

BREACH OF CONTRACT

4. Wi-LAN admits that it sent a letter dated October 30, 2006 to Telefonaktiebolaget LM Ericsson ("LME") offering to license the patents that were owned by Wi-LAN at that time. Wi-LAN denies the remainder of the allegations as stated in Paragraph 4 of Ericsson's Counterclaims.

5. Wi-LAN admits that Wi-LAN and LME entered into a Patent and Conflict Resolution Agreement ("CRA"). Wi-LAN denies the remaining allegations of Paragraph 5 of Ericsson's Counterclaims.

6. Wi-LAN denies the allegations in Paragraph 6 of Ericsson's Counterclaims.

7. Wi-LAN admits the allegations in Paragraph 7 of Ericsson's Counterclaims.

8. Wi-LAN admits the first two sentences of Paragraph 8 of Ericsson's Counterclaims. Wi-LAN also admits that the Ericsson products RBS-3000, RBS-6000, W30 and W35 comply with specifications for HSPA in 3GPP Release 5. Wi-LAN denies the remaining allegations of Paragraph 8 of Ericsson's Counterclaims.

9. Wi-LAN admits that all of the currently accused products incorporate HSPA technology. Wi-LAN denies the remaining allegations in Paragraph 9 of Ericsson's Counterclaims.

10. Wi-LAN admits the allegations of Paragraph 10 of Ericsson's Counterclaims.

11. Wi-LAN denies the allegations in Paragraph 11 of Ericsson's Counterclaims.

12. Wi-LAN denies the allegations in Paragraph 12 of Ericsson's Counterclaims.

13. Wi-LAN denies the allegations in Paragraph 13 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '326 PATENT

- 14. Wi-LAN admits the allegations of Paragraph 14 of Ericsson's Counterclaims.
- 15. Wi-LAN admits the allegations of Paragraph 15 of Ericsson's Counterclaims.
- 16. Wi-LAN denies the allegations of Paragraph 16 of Ericsson's Counterclaims.
- 17. Wi-LAN denies the allegations of Paragraph 17 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '327 PATENT

- 18. Wi-LAN admits the allegations of Paragraph 18 of Ericsson's Counterclaims.
- 19. Wi-LAN admits the allegations of Paragraph 19 of Ericsson's Counterclaims.
- 20. Wi-LAN denies the allegations of Paragraph 20 of Ericsson's Counterclaims.
- 21. Wi-LAN denies the allegations of Paragraph 21 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '819 PATENT

- 22. Wi-LAN admits the allegations of Paragraph 22 of Ericsson's Counterclaims.
- 23. Wi-LAN admits the allegations of Paragraph 23 of Ericsson's Counterclaims.
- 24. Wi-LAN denies the allegations of Paragraph 23 of Ericsson's Counterclaims.
- 25. Wi-LAN denies the allegations of Paragraph 25 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '211 PATENT

- 26. Wi-LAN admits the allegations of Paragraph 26 of Ericsson's Counterclaims.
- 27. Wi-LAN denies the allegations of Paragraph 27 of Ericsson's Counterclaims.
- 28. Wi-LAN is without sufficient information to admit or deny the allegations in Paragraph 28 of Ericsson's Counterclaims, and therefore denies the same.

- 29. Wi-LAN denies the allegations of Paragraph 29 of Ericsson's Counterclaims.

REPLY TO PRAYER FOR RELIEF

To the extent a reply is necessary, Wi-LAN denies that Ericsson, Inc. is entitled to any of the relief requested in Ericsson's Prayer for Relief.

WI-LAN'S PRAYER FOR RELIEF

In view of the foregoing, Wi-LAN respectfully requests the following relief:

- A. An order dismissing with prejudice Ericsson, Inc.'s Counterclaims;
- B. An order finding Wi-LAN has not breached the Patent and Conflict Resolution agreement executed by Ericsson, Inc. and Wi-LAN, or in the alternative finding that Ericsson has not suffered any actual damages;
- C. Ericsson, Inc.'s prayer for attorney's fees and costs be denied;
- D. Judgment be entered in favor of Wi-LAN that each of the claims of the '326, '327, and '819 patents is valid and infringed;
- E. In the event the Court finds a case or controversy exists as to the validity of the '211 patent, an order finding the '211 patent valid;
- F. An order declaring that this is an exceptional case and awarding Wi-LAN its costs, expenses, and reasonable attorney fees under 35 U.S.C. § 285 and all other applicable statutes, rules, and common law, including all such laws governing contracts in the State of New York; and
- G. The Court award Wi-LAN the relief sought in its original Complaint.

Dated: February 23, 2012

Respectfully submitted,

By: /s/ John A. Fedock

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Attorneys for Plaintiff, Wi-LAN Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). All other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email and/or fax, on this the 23rd day of February, 2012.

/s/ John A. Fedock

John A. Fedock