

**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 SONY ERICSSON MOBILE
COMMUNICATIONS (USA) INC.’S SECOND AMENDED ANSWER AND
COUNTERCLAIMS**

Plaintiff Wi-LAN, Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Second Amended Counterclaims (“SEUS’s Counterclaims”) of Defendant Sony Ericsson Mobile Communications (USA) Inc. (“SEUS”) as follows:

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

1. Wi-LAN lacks sufficient information or knowledge to either admit or deny the allegations contained in paragraph 1 of SEUS’s Counterclaims, and therefore denies the same.

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 SEUS's Counterclaims.

BREACH OF CONTRACT

4. Wi-LAN admits that it sent a letter to SEUS offering to license the patents that were owned by Wi-LAN at that time. Wi-LAN further denies the remainder of the allegations as stated in Paragraph 4 of SEUS's Counterclaims.

5. Wi-LAN admits that Wi-LAN and SEUS entered into a Patent and Conflict Resolution Agreement ("CRA") that has an effective date of November 1, 2007. Wi-LAN denies the remaining allegations of Paragraph 5 of SEUS's Counterclaims.

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

7. Wi-LAN denies the allegations in Paragraph 7 of SEUS's Counterclaims.

8. Wi-LAN admits the allegations in Paragraph 8 of SEUS's Counterclaims.

9. Wi-LAN admits the first two sentences of Paragraph 9 of SEUS's Counterclaims. Wi-LAN also admits that the Sony Ericsson products Vivaz, Xperia X10, Equinox, W518a, Satio, Xperia X2a, Xperia Pureness, Aino, and Naite comply with specifications for HSPA in 3GPP Release 5. Wi-LAN denies the remaining allegations of Paragraph 9 of SEUS's Counterclaims.

10. Wi-LAN admits that all of the currently accused products incorporate HSPA technology. Wi-LAN denies the remaining allegations in Paragraph 10 of SEUS's Counterclaims.

11. Wi-LAN lacks sufficient information or knowledge to either admit or deny the first sentence of Paragraph 11 of SEUS's Counterclaims, and therefore denies the same. Wi-LAN admits that it has previously asserted that certain wireless devices complying with the IEEE 802.11a and 802.11g standards fall within the scope of U.S. Patent Nos. 5,282,222 and RE37802, neither of which has been asserted in this case or is related to any patents that have been asserted

in this case. Wi-LAN denies the remaining allegations of Paragraph 11 of SEUS's Counterclaims.

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

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

14. Wi-LAN denies the allegations contained in Paragraph 14 of SEUS's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '819 PATENT

15. Wi-LAN admits the allegations of Paragraph 15 of SEUS's Counterclaims.

16. Wi-LAN admits the allegations of Paragraph 16 of SEUS's Counterclaims.

17. Wi-LAN denies the allegations of Paragraph 17 of SEUS's Counterclaims.

18. Wi-LAN denies the allegations of Paragraph 18 of SEUS's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '211 PATENT

19. Wi-LAN admits the allegations of Paragraph 19 of SEUS's Counterclaims.

20. Wi-LAN admits the allegations of Paragraph 20 of SEUS's Counterclaims.

21. Wi-LAN denies the allegations of Paragraph 21 of SEUS's Counterclaims.

22. Wi-LAN denies the allegations of Paragraph 22 of SEUS's Counterclaims.

REPLY TO PRAYER FOR RELIEF

To the extent a reply is necessary, Wi-LAN denies that SEUS is entitled to any of the relief requested in its 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 SEUS' Counterclaims;

B. An order finding Wi-LAN has not breached the Patent and Conflict Resolution agreement executed by SEUS and Wi-LAN, or in the alternative finding that SEUS has not suffered any actual damages;

C. SEUS' 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 '819 and '211 patents is valid and infringed;

E. 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

F. 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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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