

**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 AMENDED ANSWER
AND AMENDED COUNTERCLAIMS TO PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Wi-LAN, Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Amended Counterclaims of Defendant Ericsson Inc. (“Ericsson”) 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 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 the Court has subject-matter jurisdiction over Ericsson's counterclaims.

BREACH OF CONTRACT

4. Wi-LAN admits Wi-LAN and Ericsson executed a Patent and Conflict Resolution Agreement having an effective date of November 1, 2007. Wi-LAN denies the remaining allegations of paragraph 4 of Ericsson's Counterclaims.

5. Wi-LAN denies that the Patent and Conflict Resolution Agreement precludes the filing of Wi-LAN's original Complaint, and further denies the remaining allegations of paragraph 5 of Ericsson's Counterclaims.

6. Wi-LAN admits Ericsson paid to Wi-LAN \$100,000 pursuant to the Patent and Conflict Resolution Agreement, but denies the remaining allegations of paragraph 6 of Ericsson's Counterclaims.

7. Wi-LAN denies the allegations of paragraph 7 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '326 PATENT

8. Wi-LAN admits the allegations of paragraph 8 of Ericsson's Counterclaims.

9. Wi-LAN admits the allegations of paragraph 9 of Ericsson's Counterclaims.

10. Wi-LAN denies the allegations of paragraph 10 of Ericsson's Counterclaims.

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

NON-INFRINGEMENT AND INVALIDITY OF THE '327 PATENT

12. Wi-LAN admits the allegations of paragraph 12 of Ericsson's Counterclaims.

13. Wi-LAN admits the allegations of paragraph 13 of Ericsson's Counterclaims.

14. Wi-LAN denies the allegations of paragraph 14 of Ericsson's Counterclaims.

15. Wi-LAN denies the allegations of paragraph 15 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '819 PATENT

16. Wi-LAN admits the allegations of paragraph 16 of Ericsson's Counterclaims.
17. Wi-LAN admits the allegations of paragraph 17 of Ericsson's Counterclaims.
18. Wi-LAN denies the allegations of paragraph 18 of Ericsson's Counterclaims.
19. Wi-LAN denies the allegations of paragraph 19 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '211 PATENT

20. Wi-LAN admits the allegations of paragraph 20 of Ericsson's Counterclaims.
21. Wi-LAN denies the allegations of paragraph 21 of Ericsson's Counterclaims.
22. Wi-LAN does not have knowledge or information to either admit or deny the allegations of paragraph 22 of Ericsson's Counterclaims, and on that basis denies them.
23. Wi-LAN does not have knowledge or information to either admit or deny the allegations of paragraph 23 of Ericsson's Counterclaims, and on that basis denies them.

REPLY TO PRAYER FOR RELIEF

To the extent a reply is necessary, Wi-LAN denies that Ericsson 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 Ericsson's Counterclaims;
- B. An order finding Wi-LAN has not breached the Patent and Conflict Resolution agreement executed by Ericsson and Wi-LAN, or in the alternative finding that Ericsson has not suffered any actual damages;
- C. Ericsson'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: December 22, 2010

Respectfully submitted,

By: /s/ David B. Weaver (by permission Wesley Hill)

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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 22nd day of December, 2010.

/s/ Wesley Hill

Wesley Hill