IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

GREENTHREAD, LLC	§	
	§	
Plaintiff,	§	C.A. No. 23-443-RGA
	§	
vs.	§	
	§	
ON SEMICONDUCTOR CORPORATION; SEMICONDUCTOR COMPONENTS INDSUTRICS, LLC D/B/A ON SEMICONDUCTOR LLC	§	JURY TRIAL DEMANDED
	§	
Defendants.	§	

DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO PLAINTIFF'S SECOND AMENDED COMPLAINT

Defendants ON Semiconductor Corporation and Semiconductor Components Industries, LLC (collectively "onsemi" or "Defendants"), by their undersigned counsel, hereby submit their Answer, Affirmative Defenses, and Counterclaims to the Complaint filed by Plaintiff Greenthread, LLC ("Greenthread" or "Plaintiff"). Except as otherwise expressly admitted below, onsemi denies every allegation contained in the Second Amended Complaint (herein "Complaint"). onsemi expressly reserves the right to amend or supplement its Answer, Affirmative Defenses, and Counterclaims. onsemi responds to the numbered paragraphs in the Complaint with the following correspondingly numbered paragraphs:

THE NATURE OF THE ACTION

1. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 1 of the Complaint and therefore denies the same.

2. onsemi denies the allegations of Paragraph 2 of the Complaint.

THE PARTIES

3. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 3 of the Complaint and therefore denies the same.

4. onsemi admits that the registered agent for ON Semiconductor Corporation is correctly identified in Paragraph 4 of the Complaint. onsemi denies the remainder of the allegations of Paragraph 4 of the Complaint.

5. onsemi admits that the registered agent for Semiconductor Components Industries, LLC is correctly identified in Paragraph 5 of the Complaint. onsemi denies the remainder of the allegations of Paragraph 5 of the Complaint.

6. onsemi admits the allegations of Paragraph 6 of the Complaint.

7. onsemi denies the allegations of Paragraph 7 of the Complaint.

8. onsemi denies the allegations of Paragraph 8 of the Complaint.

9. onsemi denies the allegations of Paragraph 9 of the Complaint.

10. onsemi admits that customers may purchase onsemi's products through subsidiaries, affiliates, or third-party distributors. onsemi denies the remaining allegations of Paragraph 10 of the Complaint.

SUBJECT MATTER JURISDICTION

11. onsemi admits the allegations of Paragraph 11 of the Complaint.

12. onsemi admits that this Court has subject matter jurisdiction over actions for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

PERSONAL JURISDICTION AND VENUE

13. onsemi admits that personal jurisdiction is proper in this judicial district for this action. onsemi denies the remaining allegations of Paragraph 13 of the Complaint.

14. onsemi admits that personal jurisdiction is proper in this judicial district for this action.

15. onsemi admits that personal jurisdiction is proper in this judicial district for this action.

16. onsemi admits that venue is proper in this judicial district for this action.

17. onsemi denies the allegations of Paragraph 17 of the Complaint.

18. onsemi denies the allegations of Paragraph 18 of the Complaint.

THE GREENTHREAD PATENTS

19. onsemi admits that United States Patent No. 10,510,842 ("the '842 patent"), according to its face, was issued on December 17, 2019, from an application filed on May 9, 2017, and is entitled "Semiconductor Devices with Graded Dopant Regions." onsemi admits that the '842 patent, according to its face, lists G.R. Mohan Rao as the inventor. onsemi admits that the '842 patent purports to claim priority from U.S. Patent Application No. 10/934,915, filed on September 3, 2004. onsemi admits that what is purported to be a true and correct copy of the '842 patent was attached to the Complaint as Exhibit 1. onsemi denies the remainder of the allegations of Paragraph 19 of the Complaint.

20. onsemi admits that United States Patent No. 11,121,222 ("the '222 patent"), according to its face, was issued on September 14, 2021, from an application filed on July 27, 2020, and is entitled "Semiconductor Devices with Graded Dopant Regions." onsemi admits that the '222 patent, according to its face, lists G.R. Mohan Rao as the inventor. onsemi admits that the '222 patent purports to claim priority from U.S. Patent Application No. 10/934,915, filed on September 3, 2004. onsemi admits that what is purported to be a true and correct copy of the '222 patent was

attached to the Complaint as Exhibit 2. onsemi denies the remainder of the allegations of Paragraph 20 of the Complaint.

21. onsemi admits the allegations of Paragraph 21 of the Complaint.

22. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 22 of the Complaint and therefore denies the same.

23. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 23 of the Complaint and therefore denies the same.

24. onsemi denies the allegations of Paragraph 24 of the Complaint.

FACTUAL BACKGROUND

25. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 25 of the Complaint and therefore denies the same.

26. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 26 of the Complaint and therefore denies the same.

27. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 27 of the Complaint and therefore denies the same.

28. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 28 of the Complaint and therefore denies the same.

29. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 29 of the Complaint and therefore denies the same.

30. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 30 of the Complaint and therefore denies the same.

31. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 31 of the Complaint and therefore denies the same.

32. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 32 of the Complaint and therefore denies the same.

33. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 33 of the Complaint and therefore denies the same.

ALLEGATIONS OF INFRINGEMENT AGAINST ON SEMICONDUCTOR

34. onsemi denies the allegations of Paragraph 34 of the Complaint.

35. onsemi denies the allegations of Paragraph 35 of the Complaint.

36. onsemi denies the allegations of Paragraph 36 of the Complaint.

37. onsemi denies the allegations of Paragraph 37 of the Complaint.

38. onsemi denies the allegations of Paragraph 38 of the Complaint.

39. onsemi denies the allegations of Paragraph 39 of the Complaint.

ALLEGATIONS OF ON SEMICONDUCTOR'S KNOWLEDGE AND INTENT

40. onsemi denies the allegations of Paragraph 40 of the Complaint.

41. onsemi denies the allegations of Paragraph 41 of the Complaint.

42. onsemi admits that it sells products intended for automotive applications, including the AR0820AT, and such products may be used by drivers of automobiles incorporating the products. onsemi denies the remaining allegations of Paragraph 42 of the Complaint.

43. onsemi admits that it sells products to electronics OEMs, and such products may be used by end-users of electronics incorporating the products. onsemi denies the remaining allegations of Paragraph 43 of the Complaint

ON SEMICONDUCTOR SALES TO INTEL

44. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 44 referring to "ON

Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 44 of the Complaint and therefore denies the same.

45. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 45 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 45 of the Complaint and therefore denies the same.

46. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 46 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 46 of the Complaint and therefore denies the same.

47. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 47 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 47 of the Complaint and therefore denies the same.

48. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 46 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 46 of the Complaint and therefore denies the same.

49. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 49 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 49 of the Complaint and therefore denies the same.

50. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 50 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 50 of the Complaint and therefore denies the same.

51. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 51 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 51 of the Complaint and therefore denies the same.

52. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 52 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 52 of the Complaint and therefore denies the same.

53. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 46 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is

required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 53 of the Complaint and therefore denies the same.

54. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 54 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 54 of the Complaint and therefore denies the same.

55. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 55 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 55 of the Complaint and therefore denies the same.

56. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 56 of the Complaint and therefore denies the same.

57. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 57 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 58 of the Complaint and therefore denies the same.

58. Because Greenthread alleges that sales to Intel and its affiliates are covered by a license (see e.g., Paragraphs 56, 59), the allegations of Paragraph 58 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is

required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 58 of the Complaint and therefore denies the same.

59. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 59 of the Complaint and therefore denies the same.

A. Intel and NCP81255

60. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 60 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 60 of the Complaint and therefore denies the same.

61. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 61 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 61 of the Complaint and therefore denies the same.

62. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 62 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 62 of the Complaint and therefore denies the same.

63. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 63 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response

is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 63 of the Complaint and therefore denies the same.

64. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 64 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 64 of the Complaint and therefore denies the same.

65. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 65 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 65 of the Complaint and therefore denies the same.

66. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 66 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 66 of the Complaint and therefore denies the same.

67. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 67 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 67 of the Complaint and therefore denies the same.

68. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 68 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 68 of the Complaint and therefore denies the same.

69. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 69 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 69 of the Complaint and therefore denies the same.

70. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 70 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 70 of the Complaint and therefore denies the same.

71. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 71 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 71 of the Complaint and therefore denies the same.

72. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 72 of the Complaint and therefore denies the same.

73. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 73 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 73 of the Complaint and therefore denies the same.

74. Because Greenthread alleges that sales of NCP81255 to Intel and its affiliates are covered by a license (see e.g., Paragraphs 72, 75), the allegations of Paragraph 74 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 74 of the Complaint and therefore denies the same.

75. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 75 of the Complaint and therefore denies the same.

B. Intel and NB3L202KMNTXG

76. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 76 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 76 of the Complaint and therefore denies the same.

77. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 77 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 77 of the Complaint and therefore denies the same.

78. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 78 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 78 of the Complaint and therefore denies the same.

79. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 79 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 79 of the Complaint and therefore denies the same.

80. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 80 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 80 of the Complaint and therefore denies the same.

81. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 81 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 81 of the Complaint and therefore denies the same.

82. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 82 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 82 of the Complaint and therefore denies the same.

83. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 83 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 83 of the Complaint and therefore denies the same.

84. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 84 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 84 of the Complaint and therefore denies the same.

85. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 85 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 85 of the Complaint and therefore denies the same.

86. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 86 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 86 of the Complaint and therefore denies the same.

87. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 87 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 87 of the Complaint and therefore denies the same.

88. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 88 of the Complaint and therefore denies the same.

89. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 89 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 89 of the Complaint and therefore denies the same.

90. Because Greenthread alleges that sales of NB3L202KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 88, 91), the allegations of Paragraph 90 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 90 of the Complaint and therefore denies the same.

91. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 91 of the Complaint and therefore denies the same.

C. Intel and NB3L204KMNTXG

92. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 92 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 92 of the Complaint and therefore denies the same.

93. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 93 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 93 of the Complaint and therefore denies the same.

94. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 94 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 94 of the Complaint and therefore denies the same.

95. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 95 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 95 of the Complaint and therefore denies the same.

96. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 96 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 96 of the Complaint and therefore denies the same.

97. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 97 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 97 of the Complaint and therefore denies the same.

98. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 98 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 98 of the Complaint and therefore denies the same.

99. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 99 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 99 of the Complaint and therefore denies the same.

100. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 100 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 100 of the Complaint and therefore denies the same.

101. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 101 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 101 of the Complaint and therefore denies the same.

102. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 102 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 102 of the Complaint and therefore denies the same.

103. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 103 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 103 of the Complaint and therefore denies the same.

104. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 104 of the Complaint and therefore denies the same.

105. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 105 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 105 of the Complaint and therefore denies the same.

106. Because Greenthread alleges that sales of NB3L204KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 104, 107), the allegations of Paragraph 106 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 106 of the Complaint and therefore denies the same.

107. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 107 of the Complaint and therefore denies the same.

D. Intel and NB3L208KMNTXG

108. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 108 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 108 of the Complaint and therefore denies the same.

109. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 109 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 109 of the Complaint and therefore denies the same.

110. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 110 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 110 of the Complaint and therefore denies the same.

111. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 111 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 111 of the Complaint and therefore denies the same.

112. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 112 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 112 of the Complaint and therefore denies the same.

113. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 113 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 113 of the Complaint and therefore denies the same.

114. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 114 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 114 of the Complaint and therefore denies the same.

115. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 115 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 115 of the Complaint and therefore denies the same.

116. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 116 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 116 of the Complaint and therefore denies the same.

117. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 117 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 117 of the Complaint and therefore denies the same.

118. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 118 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 118 of the Complaint and therefore denies the same.

119. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 119 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 119 of the Complaint and therefore denies the same.

120. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 120 of the Complaint and therefore denies the same.

121. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 121 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 121 of the Complaint and therefore denies the same.

122. Because Greenthread alleges that sales of NB3L208KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 120, 123), the allegations of Paragraph 122 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 122 of the Complaint and therefore denies the same.

123. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 123 of the Complaint and therefore denies the same.

E. Intel and NB3L208KMNTXG

124. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 124 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 124 of the Complaint and therefore denies the same.

125. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 125 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 125 of the Complaint and therefore denies the same.

126. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 126 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 126 of the Complaint and therefore denies the same.

127. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 127 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 127 of the Complaint and therefore denies the same.

128. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 128 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 128 of the Complaint and therefore denies the same.

129. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 129 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 129 of the Complaint and therefore denies the same.

130. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 130 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any

further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 130 of the Complaint and therefore denies the same.

131. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 131 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 131 of the Complaint and therefore denies the same.

132. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 132 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 132 of the Complaint and therefore denies the same.

133. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 133 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 133 of the Complaint and therefore denies the same.

134. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 134 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 134 of the Complaint and therefore denies the same.

135. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 135 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 135 of the Complaint and therefore denies the same.

136. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 136 of the Complaint and therefore denies the same.

137. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 137 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 137 of the Complaint and therefore denies the same.

138. Because Greenthread alleges that sales of NB3N1900KMNTXG to Intel and its affiliates are covered by a license (see e.g., Paragraphs 136, 139), the allegations of Paragraph 138 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 138 of the Complaint and therefore denies the same.

139. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 139 of the Complaint and therefore denies the same.

ON SEMICONDUCTOR SALES TO SONY

140. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 140 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is

required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 140 of the Complaint and therefore denies the same.

141. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 141 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 141 of the Complaint and therefore denies the same.

142. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 142 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 142 of the Complaint and therefore denies the same.

143. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 143 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 143 of the Complaint and therefore denies the same.

144. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 144 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 144 of the Complaint and therefore denies the same.

145. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 145 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 145 of the Complaint and therefore denies the same.

146. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 146 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 146 of the Complaint and therefore denies the same.

147. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 147 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 147 of the Complaint and therefore denies the same.

148. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 148 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 148 of the Complaint and therefore denies the same.

149. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 149 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is

required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 149 of the Complaint and therefore denies the same.

150. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 150 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 150 of the Complaint and therefore denies the same.

151. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 151 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 151 of the Complaint and therefore denies the same.

152. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 152 of the Complaint and therefore denies the same.

153. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 153 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 153 of the Complaint and therefore denies the same.

154. Because Greenthread alleges that sales to Sony and its affiliates are covered by a license (see e.g., Paragraphs 152, 155), the allegations of Paragraph 154 referring to "ON Semiconductor Accused Products" are incomprehensible. To the extent any further response is

required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 154 of the Complaint and therefore denies the same.

155. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 155 of the Complaint and therefore denies the same.

A. Sony and NCP252160

156. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 156 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 156 of the Complaint and therefore denies the same.

157. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 157 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 157 of the Complaint and therefore denies the same.

158. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 158 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 158 of the Complaint and therefore denies the same.

159. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 159 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response

is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 159 of the Complaint and therefore denies the same.

160. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 160 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 160 of the Complaint and therefore denies the same.

161. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 161 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 161 of the Complaint and therefore denies the same.

162. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 162 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 162 of the Complaint and therefore denies the same.

163. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 163 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 163 of the Complaint and therefore denies the same.

164. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 164 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 164 of the Complaint and therefore denies the same.

165. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 165 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 165 of the Complaint and therefore denies the same.

166. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 166 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 166 of the Complaint and therefore denies the same.

167. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 167 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 167 of the Complaint and therefore denies the same.

168. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 168 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response

is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 168 of the Complaint and therefore denies the same.

169. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 169 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 169 of the Complaint and therefore denies the same.

170. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 170 of the Complaint and therefore denies the same.

171. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 171 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 171 of the Complaint and therefore denies the same.

172. Because Greenthread alleges that sales of NCP252160 to Sony and its affiliates are covered by a license (see e.g., Paragraphs 170, 173), the allegations of Paragraph 172 referring to an "ON Semiconductor Accused Product" are incomprehensible. To the extent any further response is required, onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 172 of the Complaint and therefore denies the same.

173. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 173 of the Complaint and therefore denies the same.

ON SEMICONDUCTOR SALES TO ELECTRONICS DISTRIBUTORS

174. onsemi admits that its distributors include Mouser Electronics, Digikey, and Arrow Electronics, and that these distributors sell onsemi products through online pages. onsemi denies the remaining allegations of Paragraph 174 of the Complaint.

175. onsemi denies the allegations of Paragraph 175 of the Complaint.

COUNT I: U.S. PATENT NO. 10,510,842

176. onsemi incorporates by reference all of the foregoing paragraphs.

177. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 177 of the Complaint and therefore denies the same.

178. onsemi denies the allegations of Paragraph 178 of the Complaint.

179. onsemi denies the allegations of Paragraph 179 of the Complaint.

180. onsemi denies the allegations of Paragraph 180 of the Complaint.

181. onsemi denies the allegations of Paragraph 181 of the Complaint.

182. onsemi denies the allegations of Paragraph 182 of the Complaint.

COUNT II: U.S. PATENT NO. 11,121,222

183. onsemi incorporates by reference all of the foregoing paragraphs.

184. onsemi lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 184 of the Complaint and therefore denies the same.

185. onsemi denies the allegations of Paragraph 185 of the Complaint.

186. onsemi denies the allegations of Paragraph 186 of the Complaint.

187. onsemi denies the allegations of Paragraph 187 of the Complaint.

188. onsemi denies the allegations of Paragraph 188 of the Complaint.

189. onsemi denies the allegations of Paragraph 189 of the Complaint.

DAMAGES

190. onsemi denies the allegations of Paragraph 190 of the Complaint.

DEMAND FOR JURY TRIAL

191. onsemi admits that Greenthread has requested a trial by jury as to all issues so triable.

RESPONSE TO PRAYER FOR RELIEF

onsemi denies that Plaintiff Greenthread is entitled to any relief in this action, whether requested in paragraphs (A)-(H) of Plaintiff's Prayer for Relief or otherwise.

AFFIRMATIVE DEFENSES

onsemi asserts the following affirmative defenses:

1. Plaintiff has failed to state a claim upon which relief may be granted.

2. Defendants have not infringed, either literally or under the doctrine of equivalents, either individually or collectively, any valid and enforceable claim of the Asserted Patents.

3. The claims of the Asserted Patents are invalid, *inter alia*¸ for failure to comply with the requirements of 35 U.S.C. § § 101, 102, 103, and/or 112.

4. Plaintiff's claims are barred by prosecution history estoppel.

5. Plaintiff's claims are barred or limited by estoppel, and/or other equitable defenses, including waiver.

6. Plaintiff's claims are barred or limited by patent exhaustion.

7. Plaintiff's claims are barred or limited by a license.

8. Plaintiff's claims are barred or limited by the doctrine of claim preclusion.

9. Defendant's ability to recover for any alleged infringement is barred or limited by its failure to meet the requirements of 35 U.S.C. § 287.

10. Defendants have not engaged in any conduct that entitles Plaintiff to attorney's fees or costs.

COUNTERCLAIMS

1. For its Counterclaims against Greenthread, onsemi alleges as follows:

THE PARTIES

2. ON Semiconductor Corporation is a corporation organized and existing under the laws of Delaware, having its principal place of business at 5701 N Pima Road, Scottsdale, Arizona, 85250.

3. Semiconductor Components Industries, LLC, is a limited liability company with its principal place of business at 5701 N Pima Road, Scottsdale, Arizona, 85250. Semiconductor Components Industries, LLC is the principal domestic operating subsidiary of ON Semiconductor Corporation and does business under the name "onsemi." Semiconductor Components Industries, LLC designs, manufactures, and markets a comprehensive portfolio of semiconductor products. ON Semiconductor Corporation and Semiconductor Components Industries, LLC are collectively defined herein as "onsemi."

4. Greenthread, LLC ("Greenthread") is a limited liability company organized and existing under the laws of Texas, having its principal place of business at 7424 Mason Dells Drive, Dallas, Texas 75230-3244.

JURISDICTION AND VENUE

5. This is action arises under the United States patent laws, 35 U.S.C. §§ 101, et seq., and includes a request for declaratory relief under 28 U.S.C. §§ 2201 and 2202.

6. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1338, and 2201, and 35 U.S.C. § 1, et seq.

7. Greenthread is subject to personal jurisdiction in this judicial district with respect to this action. This Court has personal jurisdiction over Greenthread because Greenthread has purposely availed itself of the privilege of conducting activities within this judicial district, including, for example, filing the Complaint in this action.

8. In its Complaint, Greenthread alleges that onsemi has infringed U.S. Patent Nos. 10,510,842 (the "'842 patent"), 11,121,222 (the "'222 patent) (collectively "the Asserted Patents").

9. Based upon the filing of Greenthread's Complaint, and the allegations contained therein, there exists an actual and justiciable controversy between onsemi and Greenthread relating at least to onsemi's alleged infringement of the claims of the Asserted Patents and the validity of the claims of the Asserted Patents. Thus, onsemi requests a declaration from the Court in its favor with respect to the Counts listed below.

COUNTERCLAIM COUNT ONE

DECLARATORY JUDGEMENT OF NONINFRINGEMENT OF THE '842 PATENT

10. onsemi re-alleges and incorporates herein by reference Paragraphs 1-9 above.

11. Greenthread has alleged that it owns all right, title, and interest in the '842 patent.

12. Greenthread has alleged that onsemi infringes the '842 patent.

13. onsemi has not directly infringed, contributorily infringed, or induced infringement of any claim of the '842 patent, either literally or under the doctrine of equivalents.

14. onsemi is being damaged by Greenthread's false accusations of infringement of the '842 patent. An actual and justiciable controversy exists between onsemi and Greenthread concerning onsemi's noninfringement of the '842 patent.

15. onsemi seeks a declaration pursuant to 28 U.S.C. § 2201 stating that onsemi has not infringed, directly or indirectly, any claim of the '842 patent, either literally or under the doctrine of equivalents.

COUNTERCLAIM COUNT TWO

DECLARATORY JUDGEMENT OF INVALIDITY OF THE '842 PATENT

16. onsemi re-alleges and incorporates herein by reference Paragraphs 1-9 above.

17. Greenthread has alleged that the claims of the '842 patent are valid, and onsemi has alleged that the claims of the '842 patent are invalid. An actual and justiciable controversy exists between onsemi and Greenthread concerning the validity of the claims of the '842 patent.

18. All claims of the '842 patent are invalid and/or unenforceable for failure to comply with one or more provisions of the patent laws of the United States of America, Title 35 United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

19. As an example, and without limitation, claims of the '842 patent are invalid as anticipated or obvious over one or more of the following prior art references: U.S. Patent No. 6,043,114 to Kawagoe et al.; U.S. Patent Application Publication 2003/0183856 to Wieczorek et al.; U.S. Patent No. 6,163,877 to Gupta; Stanley Wolf and Richard N. Tauber, Silicon Processing for the VLSI Era, Lattice Press (2000) ("Wolf"); U.S. Patent Application Publication 2001/0032983 to Miyagawa; U.S. Patent No. 6,420,763 to Yamashita; and Nishi, et al. (eds.) Handbook of Semiconductor Manufacturing, Marcel Dekker, Inc., New York (2000).

20. onsemi requests a judicial determination and declaration that the asserted claims of the '842 patent are invalid and/or unenforceable for failure to comply with one or more provisions of the patent laws of the United States of America, Title 35 United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

COUNTERCLAIM COUNT THREE

DECLARATORY JUDGEMENT OF NONINFRINGEMENT OF THE ’222 PATENT

21. onsemi re-alleges and incorporates herein by reference Paragraphs 1-9 above.

22. Greenthread has alleged that it owns all right, title, and interest in the ‘222 patent.

23. Greenthread has alleged that onsemi infringes the ‘222 patent.

24. onsemi has not directly infringed, contributorily infringed, or induced infringement of any claim of the ‘222 patent, either literally or under the doctrine of equivalents.

25. onsemi is being damaged by Greenthread’s false accusations of infringement of the ‘222 patent. An actual and justiciable controversy exists between onsemi and Greenthread concerning onsemi’s noninfringement of the ‘222 patent.

26. onsemi seeks a declaration pursuant to 28 U.S.C. § 2201 stating that onsemi has not infringed, directly or indirectly, any claim of the ‘222 patent, either literally or under the doctrine of equivalents.

COUNTERCLAIM COUNT FOUR

DECLARATORY JUDGEMENT OF INVALIDITY OF THE ’222 PATENT

27. onsemi re-alleges and incorporates herein by reference Paragraphs 1-9 above.

28. Greenthread has alleged that the claims of the ‘222 patent are valid, and onsemi has alleged that the claims of the ‘222 patent are invalid. An actual and justiciable controversy exists between onsemi and Greenthread concerning the validity of the claims of the ‘222 patent.

29. All claims of the ‘222 patent are invalid and/or unenforceable for failure to comply with one or more provisions of the patent laws of the United States of America, Title 35 United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

30. As an example, and without limitation, claims of the '222 patent are invalid as anticipated or obvious over one or more of the following prior art references: U.S. Patent No. 4,684,971 to Payne; U.S. Patent No. 4,907,058 to Sakai; U.S. Patent No. 6,614,560 to Silverbrook; U.S. Patent No. 6,420,763 to Yamashita; U.S. Patent Application Publication 2004/0063288 to Kenney; and Nishi, et al. (eds.) Handbook of Semiconductor Manufacturing, Marcel Dekker, Inc., New York (2000).

31. onsemi requests a judicial determination and declaration that the asserted claims of the '222 patent are invalid and/or unenforceable for failure to comply with one or more provisions of the patent laws of the United States of America, Title 35 United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

PRAYER FOR RELIEF

WHEREFORE, Defendants ON Semiconductor Corporation and Semiconductor Components Industries, LLC respectfully request that this Court enter judgment in their favor against Plaintiff Greenthread and grant the following relief:

A. That Plaintiff be denied all relief it has requested as set forth in its Complaint and that the Complaint be dismissed with prejudice;

B. That the Court find this case to be an exceptional case and that onsemi be awarded its costs and recoverable attorney's fees incurred in having to defend this action pursuant to 35 U.S.C. § 285 and as otherwise allowed;

C. That the Court determine and enter a declaration that onsemi has not infringed and does not infringe, either directly, contributorily, or by active inducement, any valid claim of the Asserted Patents, either literally or under the doctrine of equivalents;

D. That the Court determine and enter a declaration that each and every claim of the Asserted Patents is invalid;

E. That the Court grant onsemi all other and further relief as the Court may deem just and proper.

JURY DEMAND

In accordance with Rule 38 of the Federal Rules of Civil Procedure, onsemi respectfully demands a jury trial of all issues triable to a jury in this action.

ASHBY & GEDDES

/s/ John G. Day

John G. Day (#2403)
Andrew C. Mayo (#5207)
500 Delaware Ave, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
jday@ashbygeddes.com
amayo@ashbygeddes.com

Attorneys for Defendants

Of Counsel:

Roger Fulghum
BAKER BOTTS L.L.P.
910 Louisiana
Houston, Texas 77002
(713) 229-1707
roger.fulghum@bakerbotts.com

Mark Speegle
BAKER BOTTS L.L.P.
401 S. First Street
Austin, Texas 78704
(512) 322-2536
mark.speegle@bakerbotts.com

Dated: December 20, 2023