

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

GREENTHREAD, LLC,

Plaintiff,

v.

OMNIVISION TECHNOLOGIES, INC.,

Defendant.

**Case No. 2:23-cv-00212-JRG
(Consolidated Lead Case)**

JURY TRIAL DEMANDED

GREENTHREAD, LLC,

Plaintiff,

v.

TEXAS INSTRUMENTS INCORPORATED,

Defendant.

**Case No. 2:23-cv-00157-JRG
(Member Case)**

JURY TRIAL DEMANDED

GREENTHREAD, LLC,

Plaintiff,

v.

AMS-OSRAM AG ET AL.

Defendant.

**Case No. 2:23-cv-00179-JRG
(Member Case)**

JURY TRIAL DEMANDED

**PLAINTIFF’S ANSWER AND AFFIRMATIVE DEFENSES TO DEFENDANT
OMNIVISION TECHNOLOGIES, INC.’S COUNTERCLAIMS**

Plaintiff Greenthread, LLC (“Greenthread”) hereby submits its Answer and Affirmative Defenses to OmniVision Technologies, Inc.’s (“OmniVision”) Counterclaims and respectfully shows the Court as follows:

THE PARTIES

1. Plaintiff admits that OmniVision is a corporation organized and existing under the laws of Delaware. Plaintiff lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations set out in Paragraph 1 of the counterclaims and therefore denies the same.

2. Plaintiff admits the allegations of Paragraph 2 in the counterclaims.

JURISDICTION AND VENUE

3. Paragraph 3 is a legal conclusion to which no response is required. To the extent a response is required, Plaintiff admits that this Court has subject matter jurisdiction over actions for declaratory judgment actions under 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202. Plaintiff denies the remaining allegations in Paragraph 3.

4. Plaintiff admits that personal jurisdiction is proper in this judicial district for purposes of Defendant's counterclaims. Plaintiff otherwise denies the remaining allegations of Paragraph 4.

BACKGROUND

5. Paragraph 5 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. *See* Dkt. 1. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 5 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 5.

6. Paragraph 6 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. *See* Dkt. 1. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 6 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 6.

7. Plaintiff admits the allegations of Paragraph 7 of the counterclaims.

8. Paragraph 8 is OmniVision's characterization of Greenthread's licensing

agreements which are described in GT-EDTX-OV_0000001-000058, GT-EDTX_0001643-0001678, and GT-EDTX_0011564-0011606. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 8 is inconsistent with Greenthread's licensing agreements, Greenthread denies the allegations of paragraph 8.

9. Plaintiff denies the allegations of Paragraph 9 in the counterclaims.

10. Plaintiff admits the allegations of Paragraph 10 in the counterclaims.

11. Plaintiff admits the allegations of Paragraph 11 in the counterclaims.

12. Paragraph 12 is OmniVision's characterization of Greenthread's Response in Opposition to the Motion to Compel Compliance with P.R. 3-1 and Strike Uncharted Products, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 12 is inconsistent with Greenthread's Response in Opposition to the Motion to Compel Compliance with P.R. 3-1 and Strike Uncharted Products, Greenthread denies the allegations of paragraph 12.

13. Greenthread admits it they obtained a Tech Insights report for the OmniVision24A1Q image sensor. Greenthread lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations set out in Paragraph 13 of the counterclaims and therefore denies the same.

14. Paragraph 14 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 14 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 14.

15. Paragraph 15 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate

description of what they say. To the extent paragraph 15 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 15.

16. Paragraph 16 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 16 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 16.

17. Paragraph 17 is OmniVision's characterization of Greenthread's Response in Opposition to the Motion to Dismiss Complaint. Greenthread refers to this document for a complete and accurate description of what it says. To the extent paragraph 17 is inconsistent with Greenthread's Response in Opposition to the Motion to Dismiss Complaint, Greenthread denies the allegations of paragraph 17.

18. Plaintiff lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations set out in Paragraph 18 of the counterclaims and therefore denies the same.

19. Plaintiff lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations set out in Paragraph 19 of the counterclaims and therefore denies the same.

20. Paragraph 20 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 20 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 20.

21. Paragraph 21 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 21 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 21.

22. Paragraph 22 is OmniVision's characterization of Greenthread's Complaint and corresponding exhibits. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 22 is inconsistent with the Complaint, Greenthread denies the allegations of paragraph 22.

23. Paragraph 23 is OmniVision's characterization of Greenthread's Infringement Contentions. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 23 is inconsistent with Greenthread's Infringement Contentions, Greenthread denies the allegations of paragraph 23.

24. Paragraph 24 is OmniVision's characterization of Greenthread's Infringement Contentions. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 24 is inconsistent with Greenthread's Infringement Contentions, Greenthread denies the allegations of paragraph 24.

25. Plaintiff denies the allegations of Paragraph 25 of the counterclaims.

26. Paragraph 26 is OmniVision's characterization of Greenthread's Infringement Contentions. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 23 is inconsistent with Greenthread's Infringement Contentions, Greenthread denies the allegations of paragraph 23.

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

28. Paragraph 28 is OmniVision's characterization of OmniVisionTI0043333-OmniVisionTI0043423. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 28 is inconsistent with the Omnivision3610 Report, Greenthread denies the allegations of paragraph 28. Greenthread lacks information

sufficient to form a belief as to OmniVision's claims regarding OmniVision3610 and therefore denies them.

29. Paragraph 29 is OmniVision's characterization of OmniVisionTI0043333-OmniVisionTI0043423. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 29 is inconsistent with the Omnivision3610 Report, Greenthread denies the allegations of paragraph 29. Greenthread lacks information sufficient to form a belief as to OmniVision's claims regarding OmniVision3610 and therefore denies them.

30. Paragraph 30 is OmniVision's characterization of OmniVisionTI0043333-OmniVisionTI0043423. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 30 is inconsistent with the Omnivision3610 Report, Greenthread denies the allegations of paragraph 30. Greenthread lacks information sufficient to form a belief as to OmniVision's claims regarding OmniVision3610 and therefore denies them.

31. Paragraph 31 is OmniVision's characterization of OmniVisionTI0043333-OmniVisionTI0043423. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 31 is inconsistent with the Omnivision3610 Report, Greenthread denies the allegations of paragraph 31. Greenthread lacks information sufficient to form a belief as to OmniVision's claims regarding OmniVision3610 and therefore denies them.

32. Paragraph 32 is OmniVision's characterization of OmniVisionTI0043333-OmniVisionTI0043423. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 32 is inconsistent with the Omnivision3610

Report, Greenthread denies the allegations of paragraph 32. Greenthread lacks information sufficient to form a belief as to OmniVision's claims regarding OmniVision3610 and therefore denies them.

33. Paragraph 33 is OmniVision's characterization of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 33 is inconsistent with the Asserted Patents, Greenthread denies the allegations of paragraph 33.

34. Plaintiff admits that certain transistors existed prior to 2003. Greenthread denies that Dr. Rao did not invent the transistors described in the Greenthread patents. To the extent that Paragraph 34 constitutes an assertion regarding the scope and content of the prior art, it is a legal conclusion to which no response is required. Plaintiff otherwise denies the remaining allegations of Paragraph 34 in the counterclaims.

35. Greenthread denies that Dr. Rao did not invent the active regions described in the Greenthread patents. To the extent that Paragraph 35 constitutes an assertion regarding the scope and content of the prior art, it is a legal conclusion to which no response is required. Plaintiff otherwise denies the remaining allegations of Paragraph 35 in the counterclaims.

36. The allegations of Paragraph 36 in the counterclaims are an incomplete hypothetical and call for expert testimony. Given the incomplete nature of Omnivision's allegations, Greenthread lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 36 of the counterclaims and therefore denies the same.

37. The allegations of Paragraph 37 in the counterclaims are an incomplete hypothetical and call for expert testimony. Given the incomplete nature of Omnivision's allegations, Greenthread lacks sufficient information to form a belief as to the truth or falsity of the allegations

set out in Paragraph 37 of the counterclaims and therefore denies the same

38. Paragraph 38 is OmniVision's characterization of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 38 is inconsistent with the Asserted Patents, Greenthread denies the allegations of paragraph 38.

39. The allegations of Paragraph 39 in the counterclaims are an incomplete hypothetical and call for expert testimony. Given the incomplete nature of Omnivision's allegations, Greenthread lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 39 of the counterclaims and therefore denies the same.

40. The allegations of Paragraph 40 in the counterclaims are an incomplete hypothetical and call for expert testimony. Given the incomplete nature of Omnivision's allegations, Greenthread lacks sufficient information to form a belief as to the truth or falsity of the allegations set out in Paragraph 40 of the counterclaims and therefore denies the same.

41. Paragraph 41 is OmniVision's characterization of the prosecution history of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 41 is inconsistent with the prosecution history, Greenthread denies the allegations of paragraph 41.

42. Paragraph 42 is OmniVision's characterization of the prosecution history of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 42 is inconsistent with the prosecution history, Greenthread denies the allegations of paragraph 42.

43. Paragraph 43 is OmniVision's characterization of the prosecution history of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description

of what they say. To the extent paragraph 43 is inconsistent with the prosecution history, Greenthread denies the allegations of paragraph 43.

44. Paragraph 44 is OmniVision's characterization of the prosecution history of the Asserted Patents, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 44 is inconsistent with the prosecution history, Greenthread denies the allegations of paragraph 44.

45. Paragraph 45 is OmniVision's characterization of case no. 2:19-cv-00147-JRG. Greenthread refers to the documents in that case for a complete and accurate description of what they say. To the extent paragraph 45 is inconsistent those documents, Greenthread denies the allegations of paragraph 45.

46. Paragraph 46 is OmniVision's characterization of the Asserted Patents. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 46 is inconsistent with the Asserted Patents, Greenthread denies the allegations of paragraph 46.

47. Paragraph 47 is OmniVision's characterization of Greenthread's Responsive Claim Construction Brief in Case No. 6:22-cv-00105-ADA. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 47 is inconsistent with Greenthread's Responsive Claim Construction Brief in Case No. 6:22-cv-00105-ADA, Greenthread denies the allegations of paragraph 47.

48. Paragraph 48 is OmniVision's characterization of the Claim Construction Memorandum and Order in Case No. . 2:19-cv-00147-JRG (E.D. Tex), Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 48 is inconsistent with the Claim Construction Memorandum and Order in Case No. 2:19-cv-00147-

JRG (E.D. Tex), Greenthread denies the allegations of paragraph 48.

49. Plaintiff denies the allegations of Paragraph 49 in the counterclaims.

50. Paragraph 50 is OmniVision's characterization of the prosecution history of the '195 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 50 is inconsistent with prosecution history of the '195 Patent, Greenthread denies the allegations of paragraph 50.

51. Paragraph 51 is OmniVision's characterization of claim construction briefing in Case No. 6:22-cv-00105-ADA, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 51 is inconsistent with the claim construction in Case No. 6:22-cv-00105-ADA, Greenthread denies the allegations of paragraph 51.

52. Paragraph 52 is OmniVision's characterization of Greenthread's Responsive Claim Construction Brief in Case No. 1:23-cv-00369-DC. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 52 is inconsistent with Greenthread's Responsive Claim Construction Brief in Case No. 1:23-cv-00369-DC, Greenthread denies the allegations of paragraph 52.

53. Paragraph 53 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 53 is inconsistent with prosecution history of the '842 Patent, Greenthread denies the allegations of paragraph 53.

54. Paragraph 54 is OmniVision's characterization of U.S. Patent Publication No. 2007/0045682, Greenthread refers to that document for a complete and accurate description of what it says. To the extent paragraph 54 is inconsistent with U.S. Patent Publication No. 2007/0045682, Greenthread denies the allegations of paragraph 54.

55. Paragraph 55 is OmniVision's characterization of U.S. Patent Publication No. 2007/0045682, Greenthread refers to that document for a complete and accurate description of what it says. To the extent paragraph 55 is inconsistent with U.S. Patent Publication No. 2007/0045682, Greenthread denies the allegations of paragraph 55.

56. Paragraph 56 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 56 is inconsistent with prosecution history of the '842 Patent, Greenthread denies the allegations of paragraph 56.

57. Paragraph 57 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 57 is inconsistent with prosecution history of the '842 Patent, Greenthread denies the allegations of paragraph 57.

58. Paragraph 58 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 58 is inconsistent with prosecution history of the '842 Patent, Greenthread denies the allegations of paragraph 58.

59. Paragraph 59 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 59 is inconsistent with prosecution history of the '842 Patent, Greenthread denies the allegations of paragraph 59.

60. Paragraph 60 is OmniVision's characterization of the prosecution history of the '842 Patent, Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 60 is inconsistent with prosecution history of the '842

Patent, Greenthread denies the allegations of paragraph 60.

61. Paragraph 61 is a legal conclusion to which no response is required. To the extent that a response is required, Plaintiff admits that Defendant infringes Plaintiff's patents, admits that the Plaintiff's patents are valid and denies the remaining allegations of Paragraph 61 of the counterclaims.

62. Greenthread admits that OmniVision has said certain of its products are manufactured by TSMC and that Omnivision claims those products are accused. Greenthread otherwise denies the allegations in paragraph 62.

COUNTERCLAIM COUNT ONE

(Declaratory Judgment of Patent Invalidity of the '195 Patent)

- 63. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 64. Plaintiff denies the allegations of Paragraph 64 of the counterclaims.
- 65. Plaintiff denies the allegations of Paragraph 65 of the counterclaims.

COUNTERCLAIM COUNT TWO

(Declaratory Judgment of Patent Invalidity of the '502 Patent)

- 66. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 67. Plaintiff denies the allegations of Paragraph 67 of the counterclaims.
- 68. Plaintiff denies the allegations of Paragraph 68 of the counterclaims.

COUNTERCLAIM COUNT THREE

(Declaratory Judgment of Patent Invalidity of the '842 Patent)

- 69. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 70. Plaintiff denies the allegations of Paragraph 70 of the counterclaims.
- 71. Plaintiff denies the allegations of Paragraph 71 of the counterclaims.

COUNTERCLAIM COUNT FOUR

(Declaratory Judgment of Patent Invalidity of the ‘481 Patent)

- 72. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 73. Plaintiff denies the allegations of Paragraph 73 of the counterclaims.
- 74. Plaintiff denies the allegations of Paragraph 74 of the counterclaims.

COUNTERCLAIM COUNT FIVE

(Declaratory Judgment of Patent Invalidity of the ‘222 Patent)

- 75. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 76. Plaintiff denies the allegations of Paragraph 76 of the counterclaims.
- 77. Plaintiff denies the allegations of Paragraph 77 of the counterclaims.

COUNTERCLAIM COUNT SIX

(Declaratory Judgment of Patent Invalidity of the ‘014 Patent)

- 78. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 79. Plaintiff denies the allegations of Paragraph 79 of the counterclaims.
- 80. Plaintiff denies the allegations of Paragraph 80 of the counterclaims.

COUNTERCLAIM COUNT SEVEN

(Declaratory Judgment of Non-Infringement of the ‘195 Patent)

- 81. Plaintiff incorporates by reference all of the foregoing paragraphs.
- 82. Plaintiff denies the allegations in Paragraph 82 of the counterclaims.
- 83. Plaintiff objects that the allegation of Paragraph 83 is vague, ambiguous, and incomprehensible. To the extent OmniVision’s allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

- 84. Plaintiff objects that the allegation of Paragraph 84 is vague, ambiguous, and

incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

85. Plaintiff objects that the allegation of Paragraph 85 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

86. Plaintiff objects that the allegation of Paragraph 86 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

87. Plaintiff objects that the allegation of Paragraph 87 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count Seven. Plaintiff denies that OmniVision is entitled to any relief whatsoever.

COUNTERCLAIM COUNT EIGHT

(Declaratory Judgment of Non-Infringement of the '502 Patent)

88. Plaintiff incorporates by reference all of the foregoing paragraphs.

89. Plaintiff objects that the allegation of Paragraph 89 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

90. Plaintiff objects that the allegation of Paragraph 90 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks

information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

91. Plaintiff objects that the allegation of Paragraph 91 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

92. Plaintiff objects that the allegation of Paragraph 92 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

93. Plaintiff objects that the allegation of Paragraph 93 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

94. Plaintiff objects that the allegation of Paragraph 94 is vague, ambiguous, and incomprehensible. To the extent OmniVisions's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count eight. Plaintiff denies that Omnivison is entitled to any relief whatsoever.

COUNTERCLAIM COUNT NINE

(Declaratory Judgment of Non-Infringement of the '842 Patent)

95. Plaintiff incorporates by reference all of the foregoing paragraphs.

96. Plaintiff objects that the allegation of Paragraph 96 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to

OmniVision.

97. Plaintiff objects that the allegation of Paragraph 97 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of any products TSMC may provide to OmniVision.

98. Plaintiff objects that the allegation of Paragraph 98 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

99. Plaintiff objects that the allegation of Paragraph 99 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

100. Plaintiff objects that the allegation of Paragraph 100 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

101. Plaintiff objects that the allegation of Paragraph 101 is vague, ambiguous, and incomprehensible. To the extent OmniVisions's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count nine. Plaintiff denies that Omnivison is entitled to any relief whatsoever.

COUNTERCLAIM COUNT TEN

(Declaratory Judgment of Non-Infringement of the '481 Patent)

102. Plaintiff incorporates by reference all of the foregoing paragraphs.

103. Plaintiff objects that the allegation of Paragraph 103 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

104. Plaintiff objects that the allegation of Paragraph 104 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

105. Plaintiff objects that the allegation of Paragraph 105 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

106. Plaintiff objects that the allegation of Paragraph 106 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

107. Plaintiff objects that the allegation of Paragraph 107 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

108. Plaintiff objects that the allegation of Paragraph 108 is vague, ambiguous, and incomprehensible. To the extent OmniVisions's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count nine. Plaintiff denies that

Omnivision is entitled to any relief whatsoever.

COUNTERCLAIM COUNT ELEVEN

(Declaratory Judgment of Non-Infringement of the '222 Patent)

109. Plaintiff incorporates by reference all of the foregoing paragraphs.

110. Plaintiff objects that the allegation of Paragraph 110 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

111. Plaintiff objects that the allegation of Paragraph 111 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

112. Plaintiff objects that the allegation of Paragraph 112 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

113. Plaintiff objects that the allegation of Paragraph 113 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

114. Plaintiff objects that the allegation of Paragraph 114 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of any products TSMC may provide to OmniVision.

115. Plaintiff objects that the allegation of Paragraph 115 is vague, ambiguous, and incomprehensible. To the extent OmniVisions's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count nine. Plaintiff denies that Omnivison is entitled to any relief whatsoever.

COUNTERCLAIM COUNT TWELVE

(Declaratory Judgment of Non-Infringement of the '014 Patent)

116. Plaintiff incorporates by reference all of the foregoing paragraphs.

117. Plaintiff objects that the allegation of Paragraph 117 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

118. Plaintiff objects that the allegation of Paragraph 118 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

119. Plaintiff objects that the allegation of Paragraph 119 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

120. Plaintiff objects that the allegation of Paragraph 120 is vague, ambiguous, and incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

121. Plaintiff objects that the allegation of Paragraph 121 is vague, ambiguous, and

incomprehensible. To the extent OmniVision's allegation is comprehensible, Plaintiff lacks information sufficient to form a belief as to the nature of products TSMC may provide to OmniVision.

122. Plaintiff objects that the allegation of Paragraph 122 is vague, ambiguous, and incomprehensible. To the extent OmniVisions's allegation is comprehensible, Plaintiff denies that the Court has subject matter jurisdiction over Counterclaim Count nine. Plaintiff denies that Omnivison is entitled to any relief whatsoever.

COUNTERCLAIM COUNT THIRTEEN

(Declaratory Judgment of No Entitlement to Pre-Suit Damages)

123. Greenthread incorporates its response to paragraphs 1-62 of TI's Counterclaims as if set forth fully herein.

124. Plaintiff admits the allegations of Paragraph 124 in the counterclaims.

125. Paragraph 125 is OmniVision's characterization of Greenthread's licensing agreements which are described in GT-EDTX-OV_0000001-000058, GT-EDTX_0001643-0001678, and GT-EDTX_0011564-0011606. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 125 is inconsistent with Greenthread's licensing agreements, Greenthread denies the allegations of paragraph 125.

126. Paragraph 126 is OmniVision's characterization of Greenthread's licensing agreements which are described in GT-EDTX-OV_0000001-000058, GT-EDTX_0001643-0001678, and GT-EDTX_0011564-0011606. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 126 is inconsistent with Greenthread's licensing agreements, Greenthread denies the allegations of paragraph 126.

127. Greenthread lacks information sufficient to form a belief as to whether any licensees marked any of their products with any of the Greenthread Patent numbers.

128. Paragraph 128 is OmniVision's characterization of Greenthread's licensing agreements which are described in GT-EDTX-OV_0000001-000058, GT-EDTX_0001643-0001678, and GT-EDTX_0011564-0011606. Greenthread refers to those documents for a complete and accurate description of what they say. To the extent paragraph 128 is inconsistent with Greenthread's licensing agreements, Greenthread denies the allegations of paragraph 128.

129. Greenthread incorporates by reference its answer to Common Interrogatory No. 3. Greenthread otherwise denies the allegations of Paragraph 129.

130. Greenthread lacks information sufficient to form a belief as to whether any licensees marked any of their products with any of the Greenthread Patent numbers.

131. Greenthread lacks information sufficient to form a belief as to whether any licensees marked any of their products with any of the Greenthread Patent numbers.

132. Plaintiff denies that OmniVision was not on notice of its infringement prior to Greenthread's filing of the Complaint.

133. Paragraph 133 calls for a legal conclusion to which no response is required. To the extent a response is required, Greenthread denies the allegations of paragraph 133.

134. Plaintiff denies the allegations of Paragraph 134 of the counterclaims.

GENERAL DENIAL

Plaintiff asserts a general denial pursuant to all allegations and claims contained in Defendant's Counterclaims. Any allegation in Defendant's Counterclaims not expressly admitted by Plaintiff is hereby denied. Having answered Defendant's Counterclaims, Plaintiff denies that Defendant is entitled to the relief requested in Defendant's Prayer for Relief or to any relief whatsoever.

RESPONSE TO DEFENDANT’S PRAYER FOR RELIEF

Plaintiff denies that Defendant is entitled to the relief sought in its PRAYER FOR RELIEF, or to any relief whatsoever, with respect to these Counterclaims.

AFFIRMATIVE DEFENSES

For its affirmative defenses to the Counterclaims, Plaintiff alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

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

SECOND AFFIRMATIVE DEFENSE

(No Attorney’s Fees)

Defendant cannot show that it is entitled to attorneys’ fees or other relief pursuant to 35 U.S.C. § 285.

THIRD AFFIRMATIVE DEFENSE

(Reservation of Affirmative Defenses)

Plaintiff reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent Laws of the United States, and any other defenses at law or in equity that may exist now or that may be available in the future based on discovery and further factual investigation in this action.

Dated: January 19, 2024.

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CERTIFICATE OF SERVICE

The undersigned certifies that on January 19, 2024, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's electronic filing system.

/s/ Alan L. Whitehurst

Alan L. Whitehurst