

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

INTERSTELLAR INC.,

Plaintiff,

-against-

KAHOOT! EDU, INC. and KAHOOT! ASA,

Defendants.

Case No. 1:24-cv-727-RP

**DEFENDANTS' ANSWER TO PLAINTIFF'S
COMPLAINT FOR PATENT INFRINGEMENT**

Defendants Kahoot! EDU, Inc. and Kahoot! AS¹ (collectively, “Kahoot!”) hereby answer the allegations (“Answer”) in the Complaint for Patent Infringement (“Complaint”) of Plaintiff Interstellar Inc. (“Plaintiff”) in the above-entitled action. Except as to those allegations that are expressly admitted in this Answer, including any Headings, Footnotes, Tables and Exhibits, all allegations are hereby denied.

Kahoot! responds to the enumerated paragraphs of the Complaint as follows:

NATURE OF ACTION

1. Kahoot! admits that this action purportedly arises under the patent laws of the United States, 35 U.S.C. §§ 271 and 281, *et seq.* Kahoot! admits that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). Kahoot! denies every other allegation of paragraph 1.

¹ Kahoot! ASA is now known as Kahoot! AS.

THE PARTIES

2. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 2, and on that basis denies those allegations.

3. Kahoot! admits that Kahoot! EDU, Inc. is a Texas corporation, with its principal place of business at 10900 Stonelake Blvd, Building II, Ste. 100, Austin, TX, 78759. Kahoot! further admits that Kahoot! EDU, Inc. is a wholly-owned subsidiary of Kahoot! AS, which provides an online game-based learning platform that is accessible in Texas. Kahoot! denies every other allegation of paragraph 3.

4. Kahoot! admits that Kahoot! AS is a company organized under the laws of Norway, with its principal place of business at Kronprinsesse Märthas plass 1, 0160 Oslo, Norway. Kahoot! further admits that Kahoot! AS provides an online game-based learning platform that is accessible in Texas. Kahoot! denies every other allegation of paragraph 4.

JURISDICTION AND VENUE

5. Kahoot! admits that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). Kahoot! further admits that Plaintiff alleges claims purportedly arising under the patent laws of the United States, Title 35, United States Code. Kahoot! denies every other allegation of paragraph 5.

6. Kahoot! admits that venue is proper under 28 U.S.C. § 1400(b). Kahoot! further admits that Kahoot! EDU, Inc. has a regular and established place of business in this District. Kahoot! denies every other allegation of paragraph 6.

7. Kahoot! admits that this Court has personal jurisdiction over Kahoot! EDU, Inc. Kahoot! further admits that Kahoot! EDU, Inc. has a regular and established place of business in

this District. Kahoot! further admits that Kahoot! EDU, Inc. has transacted business in this District. Kahoot! denies every other allegation of paragraph 7.

8. Kahoot! admits that this Court has personal jurisdiction over Kahoot! AS. Kahoot! further admits that Kahoot! AS has transacted business in this District. Kahoot! denies every other allegation of paragraph 8.

ALLEGED FACTUAL BACKGROUND

Interstellar's Purported Innovation

9. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 9, and on that basis denies those allegations.

10. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 10, and on that basis denies those allegations.

11. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 11, and on that basis denies those allegations.

12. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 12, and on that basis denies those allegations.

13. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 13, and on that basis denies those allegations.

Interstellar's Patent

14. Kahoot! admits that U.S. Patent No. 10,339,825 (the "'825 patent") on its face has a date of issue of July 2, 2019, is entitled "System and Method for On-Line Academic Competition," has an application number of 13/439,305, and a filing date of April 4, 2012. Kahoot! further admits that Exhibit 1 appears to be a copy of the '825 patent.

15. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 15, and on that basis denies those allegations.

16. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 16, and on that basis denies those allegations.

17. Kahoot! admits that the '825 patent purportedly relates to “an on-line academic competition system and method for students and teachers and other ‘contestants.’” ('825 patent, 1:34-36.) Kahoot! further admits that claim 1 of the '825 patent recites the language quoted in paragraph 17. Kahoot! is without sufficient knowledge or information to admit or deny every other allegation of paragraph 17, and on that basis denies those allegations.

18. Kahoot! admits that claim 14 of the '825 patent recites the language quoted in paragraph 18.

Defendants' Acts of Infringement

19. Kahoot! admits that the cited webpage states that “Kahoot! was founded in 2012 by Morten Versvik, Johan Brand, and Jamie Brooker who, in a joint project with the Norwegian University of Science and Technology (NTNU), teamed up with Professor Alf Inge Wang, and were later joined by entrepreneur Åsmund Furuseth. The technology is based on research conducted by Kahoot! co-founder Morten Versvik, a student of Professor Wang's at the time, for his Master's degree at NTNU.” Kahoot! denies every other allegation of paragraph 19.

20. Kahoot! admits that it presented a version of its online game-based learning platform at SXSW EDU in March 2013. Kahoot! further admits that a version of its online game-based learning platform was accessible at Kahoot!'s website in September 2013. Kahoot! denies every other allegation of paragraph 20.

21. Kahoot! admits that Kahoot! AS provides an online game-based learning platform that can be used at school, work, or at home. Kahoot! further admits that learning games, “kahoots,” can be multiple-choice quizzes generated by host users that can be accessed by game players via a web browser or the Kahoot! application. Kahoot! denies every other allegation of paragraph 21.

22. Kahoot! admits that the cited webpage currently states that “Kahoot! is a game-based learning platform that makes it easy to create, share and play learning games or trivia quizzes in minutes.” Kahoot! denies every other allegation of paragraph 22.

23. Kahoot! admits that the cited webpage currently states that “[y]ou can create a kahoot from scratch, use our question bank to mix and match existing questions, edit a template, or customize existing kahoots created by other users.” Kahoot! denies every other allegation of paragraph 23.

24. Kahoot! admits that the cited webpage currently states “[h]ost a kahoot live in class or via a video conferencing tool to connect students virtually! Questions and answers are displayed on a shared screen while students answer on their devices but you can choose to display questions on their devices, too!” Kahoot! denies every other allegation of paragraph 24.

25. Kahoot! admits that Kahoot! AS provides an online game-based learning platform and has added new features since its initial release. Kahoot! is without sufficient knowledge or information to admit or deny the other allegations of paragraph 25, and on that basis denies those allegations.

26. Kahoot! admits that the cited webpage currently includes a date of “14 Apr 2016” and refers to a “Team Mode.” Kahoot! denies every other allegation of paragraph 26.

27. Kahoot! admits that the cited webpage currently includes a date of “6 Sep 2016” and states that “Podium is a brand new experiment designed to reward the top 3 players or teams at the end of a Kahoot game. This feature is made for all players that are constantly eager to learn and love celebrating together with their classmates.” Kahoot! denies every other allegation of paragraph 27.

28. Kahoot! admits that the cited webpage currently states that “[i]n 2020, we took this to the next level by launching Kahoot! Academy, a global community and knowledge platform where you can explore content from Verified creators, such as educators and brands.” Kahoot! further admits that the cited webpage currently states that “[w]e’re also excited to be developing Kahoot! Marketplace, where educators, brands, and other content creators can share their knowledge by selling their learning content, joining the fast-growing global creator economy!” Kahoot! denies every other allegation of paragraph 28.

29. Kahoot! admits that the cited webpage currently includes a date of “25 Feb 2022” and states “Kahoot! themes: a customized experience to reflect your brand identity” and “[y]ou can now build a consistent brand experience by customizing your kahoot background with an image of your choice and your company logo.” Kahoot! denies every other allegation of paragraph 29.

30. Kahoot! denies every allegation of paragraph 30.

31. Kahoot! admits that the cited webpage currently states that “8M+ teachers hosted a kahoot in the last 12 months” and that “[h]alf of US teachers and students hosted or played a kahoot in the last year.” Kahoot! denies every other allegation of paragraph 31.

32. Kahoot! admits that Mr. Kelley reached out to and corresponded with Julie Wessel, Kahoot!’s VP Corporate Development, on or about February 15, 2024, regarding a potential

partnership with a company of Mr. Kelley's. Kahoot! further admits that Ms. Wessel informed Mr. Kelley on or about February 16, 2024, that "we don't see a perfect strategic fit for Kahoot! in pursuing this partnership." Kahoot! further admits that Mr. Kelley reached out to and corresponded with Ms. Wessel on or about April 29, 2024, regarding a potential purchase of U.S. Patent No. 10,339,825. Kahoot! denies every other allegation of paragraph 32.

33. Kahoot! denies every allegation of paragraph 33.

34. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 34, and on that basis denies those allegations.

COUNT I

ALLEGED INFRINGEMENT OF THE '825 PATENT, 35 U.S.C. § 271

35. Kahoot! is without sufficient knowledge or information to admit or deny the allegations of paragraph 35, and on that basis denies those allegations.

36. Kahoot! denies every allegation of paragraph 36.

37. Kahoot! denies every allegation of paragraph 37.

38. Kahoot! denies every allegation of paragraph 38.

39. Kahoot! denies every allegation of paragraph 39.

40. Kahoot! denies every allegation of paragraph 40.

41. Kahoot! denies every allegation of paragraph 41.

42. Kahoot! denies every allegation of paragraph 42.

43. Kahoot! denies every allegation of paragraph 43.

44. Kahoot! denies every allegation of paragraph 44.

45. Kahoot! denies every allegation of paragraph 45.

46. Kahoot! denies every allegation of paragraph 46.

47. Kahoot! denies every allegation of paragraph 47.

AFFIRMATIVE DEFENSES

Without admitting or acknowledging that it bears the burden of proof as to any of them, Kahoot! asserts the following affirmative defenses:

Failure to State a Claim

48. Plaintiff's claims for alleged patent infringement fail to state a claim upon which relief can be granted.

Non-Infringement

49. Kahoot! does not infringe and has not infringed any valid and enforceable claim of the '825 patent, whether directly or indirectly, literally, or under the doctrine of equivalents.

50. For example, and without limitation, the Kahoot! web-based game learning platform is hosted on servers owned and operated by third parties. "A method's steps have not all been performed as claimed by the patent unless they are all attributable to the same defendant, either because the defendant actually performed those steps or because he directed or controlled others who performed them." *Limelight Networks, Inc. v. Akamai Tech., Inc.*, 572 U.S. 915, 921 (2014). Kahoot! cannot directly infringe the method steps claimed in the '825 patent because it does not own or operate the servers that host the Kahoot! platform. Thus, Kahoot! does not perform any of the method steps claimed in the '825 patent, as required for direct infringement under 35 U.S.C. § 271(a).

Invalidity

51. The claims of the '825 patent are invalid for failing to satisfy the requirements of at least 35 U.S.C. §§ 101, 102, 103, and 112.

Prosecution History Estoppel

52. Plaintiff's requested relief is barred, in whole or in part, by the doctrine of estoppel, including, without limitation, the doctrine of prosecution history estoppel arising from the patentee's actions, representations, and/or conduct before the U.S. Patent and Trademark Office during prosecution of the '825 patent.

35 U.S.C. § 287

53. Plaintiff's claim for damages as to the '825 patent is barred, in whole or in part, by 35 U.S.C. § 287.

35 U.S.C. § 286

54. Plaintiff's claim for damages as to the '825 patent is barred, in whole or in part, by 35 U.S.C. § 286.

Estoppel and/or Waiver

55. Plaintiff's claims are barred, in whole or in part, by estoppel and/or waiver.

No Entitlement to Injunctive Relief

56. Plaintiff is not entitled to injunctive relief because it has at a minimum, no irreparable injury and has an adequate remedy at law for Kahoot!'s alleged infringement of the '825 patent. Plaintiff will be unable to establish that (1) it has suffered any injury, let alone an irreparable injury; (2) remedies available at law, such as monetary damages, would be inadequate to compensate for any alleged injury; (3) the balance of hardships between Plaintiff and Kahoot! tips in Plaintiff's favor such that a remedy in equity is warranted; and (4) the public interest would be served by a permanent injunction.

No Enhanced Damages

57. Plaintiff has not shown that it is entitled to enhanced damages under 35 U.S.C. § 284 at least because it has not shown that any alleged infringement is willful. Plaintiff has also failed to show this is an exceptional case in favor of Plaintiff under 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Kahoot! demands judgment on Plaintiff's Complaint as follows:

1. that Plaintiff take nothing and is denied any relief whatsoever;
2. that the Complaint be dismissed in its entirety on the merits and with prejudice with respect to Kahoot!;
3. that Kahoot! be awarded the costs incurred in connection with this action;
4. that this case be deemed exceptional pursuant to 35 U.S.C. § 285 and that Kahoot! be awarded reasonable attorneys' fees; and
5. that Kahoot! be awarded such other and further relief, at law or in equity, as the Court may deem just and proper.

Dated: February 12, 2025

Respectfully submitted,

PAUL HASTINGS LLP

By: /s/ **Paul R. Genender**

Paul R. Genender, Texas Bar No. 00790758
paulgenender@paulhastings.com
2001 Ross Avenue, Suite 2700
Dallas, Texas 75201
Telephone: (972) 936-7470
Facsimile: (972) 936-7370

Rudolph Y. Kim (*pro hac vice*)
rudylim@paulhastings.com
1117 S. California Avenue
Palo Alto, California 94304
Telephone: (650) 320-1830
Facsimile: (650) 320-1892

Eric W. Lin (*pro hac vice*)
ericlin@paulhastings.com
200 Park Avenue
New York, NY 10166
Telephone: (212) 318-6762
Facsimile: (212) 230-7762

***COUNSEL FOR DEFENDANTS
KAHOOT! EDU, INC. and KAHOOT! AS***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 12th day of February 2025, a true and correct copy of the above and foregoing document was served on all known counsel of record via the Court's ECF service, as follows:

Mishell B. Kneeland
mkneeland@cm.law
CULHANE PLLC
13101 Preston Road, Ste. 110-1520
Dallas, Texas 75240
Tel: (512) 910-5463

Counsel for Plaintiff Interstellar Inc.

/s/ Paul R. Genender

Paul R. Genender