IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOFTVIEW LLC, Plaintiff, v. APPLE INC.; AT&T MOBILITY LLC; DELL INC.; HTC CORP.; HTC AMERICA, INC.; EXEDEA, INC.; HUAWEI TECHNOLOGIES CO., LTD.; HUAWEI TECHNOLOGIES USA INC.; HUAWEI DEVICE USA INC.; KYOCERA CORP.; KYOCERA WIRELESS CORP.; LG ELECTRONICS, INC.; LG ELECTRONICS USA, INC.; LG ELECTRONICS MOBILECOMM U.S.A, INC.; MOTOROLA MOBILITY INC.; SAMSUNG ELECTRONICS CO., LTD.; SAMSUNG ELECTRONICS AMERICA, INC.; SAMSUNG TELECOMMUNICATIONS AMERICA, LLC.; SONY ERICSSON MOBILE COMMUNICATIONS AB; and SONY ERICSSON MOBILE COMMUNICATIONS (USA) INC, Defendants.	)	Civil Action No. 10-389-LPS **DEMAND FOR JURY TRIAL**

PLAINTIFF SOFTVIEW LLC'S
SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff SoftView LLC ("SoftView"), by and through its undersigned counsel, for its Second Amended Complaint against Apple Inc.; AT&T Mobility LLC; Dell Inc.; HTC Corp.; HTC America, Inc.; Exedea, Inc.; Huawei Technologies Co., Ltd.; Huawei Technologies USA; Huawei Device USA Inc.; Kyocera Corp.; Kyocera Wireless Corp.; LG Electronics, Inc.; LG Electronics USA, Inc.; LG Electronics MobileComm U.S.A, Inc.; Motorola Mobility Inc.; Samsung Electronics Co., Ltd.; Samsung Electronics America, Inc.;

Telecommunications America LLC.; Sony Ericsson Mobile Communications AB; and Sony Ericsson Mobile Communications (USA) Inc. (collectively, "Defendants") alleges as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the United States Patent Act, 35 U.S.C. § 101 et seq., including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) in that this is a civil action arising out of the patent laws of the United States of America.

JURISDICTION AND VENUE

2. This Court has personal jurisdiction over the Defendants. On information and belief, Defendants have committed acts of infringement in this District, regularly do and solicit business in Delaware, and have availed themselves of the benefits and protections of Delaware law.

3. Venue in this District is proper under 28 U.S.C. §§ 1391(c) and 1400(b) because, among other reasons, Defendants are subject to personal jurisdiction in this District and have committed acts of infringement in this District, and AT&T Mobility LLC, Dell Inc., Kyocera Wireless Corp., Motorola Mobility Inc., Samsung Telecommunications America, and Sony Ericsson Mobile Communications (USA) Inc. are incorporated in this District.

THE PARTIES

4. SoftView is a Washington limited liability company with its principal place of business at 112 Ohio St., Suite 202, Bellingham, Washington 98225.

APPLE

5. SoftView is informed and believes that Apple Inc. ("Apple") is a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014.

6. Apple makes, uses, offers to sell, and sells devices, including but not limited to devices sold under the trade names iPad, iPhone, and iPod Touch, which themselves include, without limitation, the Safari web browser (collectively, the "Apple Accused Products").

AT&T

7. SoftView is informed and believes that AT&T Mobility LLC ("AT&T") is a Delaware limited liability company with its principal place of business at 208 S. Akard St., Dallas, Texas 75202. AT&T is a wholly-owned subsidiary of AT&T Inc., a Delaware corporation with its principal place of business at 208 S. Akard St., Dallas, Texas 75202. AT&T's registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

DELL

8. SoftView is informed and believes that Dell Inc. ("Dell") is a Delaware corporation with its principal place of business at One Dell Way, Round Rock, Texas 78682. Dell's agent for service of process is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

9. Dell makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Streak and Venue (collectively, the "Dell Accused Products").

HTC

10. SoftView is informed and believes that HTC Corp. a/k/a High Tech Computer Corp. ("HTC Corp.") is a Taiwanese corporation with its principal place of business located at 23 Xinghua Rd., Taoyuan 330, Taiwan, Republic of China.

11. SoftView is informed and believes that HTC America, Inc. ("HTC America") is a wholly-owned subsidiary of Defendant HTC Corp. and is incorporated under the laws of the State of Texas, with its principal place of business at 13920 SE Eastgate Way, Suite 400, Bellevue, Washington 98005.

12. SoftView is informed and believes that Exedea, Inc. ("Exedea") is a wholly-owned subsidiary of HTC Corp. and is incorporated under the laws of the State of Texas, with its principal place of business at 5950 Corporate Drive, Houston, Texas 77036. Defendants HTC Corp., HTC America, and Exedea are collectively referred to herein as "HTC."

13. HTC makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Aria, Desire, Dream, Eris, EVO, Hero, Incredible, Inspire, G1, G2, Legend, Magic, MyTouch, Nexus, Tattoo, Thunderbolt, Shift, and Wildfire (collectively, the "HTC Accused Products").

HUAWEI

14. SoftView is informed and believes that Huawei Technologies Co., Ltd. ("Huawei China") is a Chinese company, with its principal place of business at HQ Office Building, Huawei Industrial Base, Bantian, Longgang District, Shenzhen 518129, People's Republic of China.

15. SoftView is informed and believes that FutureWei Technologies, Inc. d/b/a/ Huawei Technologies USA, Inc. ("Huawei USA") is a wholly owned subsidiary of Huawei China and is incorporated under the laws of the State of Texas, with its principal place of business at 5700 Tennyson Parkway, Suite 500, Plano, TX 75024.

16. SoftView is informed and believes that Huawei Device USA Inc. ("Huawei Device") is a subsidiary of Huawei China and is incorporated under the laws of the State of Texas, with its principal place of business at 5700 Tennyson Parkway, Suite 500, Plano, TX 75024. Defendants Huawei China, Huawei USA, and Huawei Device are collectively referred to herein as "Huawei."

17. Huawei makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Ascend, IDEOS, M860, and Comet (collectively, the "Huawei Accused Products").

KYOCERA

18. SoftView is informed and believes that Kyocera Corp. ("Kyocera Corp.") is a Japanese Corporation with its principal place of business at 6 Takeda Tobadono-Cho, Fushimi-Ku, Kyoto 612-8501, Japan.

19. SoftView is informed and believes that Kyocera Wireless Corp. ("Kyocera Wireless") is incorporated under the laws of the State of Delaware, with its principal place of business at 10300 Campus Point Drive, San Diego, California 92121. Kyocera Wireless's registered agent for service of process is located at Corporation Service Company, 2711 Centerville Road Suite 400, Wilmington, Delaware 19808. Defendants Kyocera Corp. and Kyocera Wireless are collectively referred to herein as "Kyocera."

20. Kyocera makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Echo and Zio (collectively, the "Kyocera Accused Products").

LG

21. SoftView is informed and believes that LG Electronics, Inc. ("LG Electronics") is a Korean corporation with a principal place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul 150-721, South Korea.

22. SoftView is informed and believes that LG Electronics USA, Inc. ("LG Mobile") is a wholly owned subsidiary of LG Electronics and is incorporated under the laws of the State of Delaware, with its principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. LG Mobile's registered agent for service of process is United States Corporation Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

23. SoftView is informed and believes that LG Electronics MobileComm U.S.A, Inc. ("LG MobileComm") is a wholly owned subsidiary of LG Electronics and LG Mobile and is incorporated under the laws of the State of California, with its principal place of business at 10101 Old Grove Road, San Diego, CA 92131. Defendants LG Electronics, LG Mobile, and LG MobileComm are collectively referred to herein as "LG."

24. LG makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Ally, Apex, Axis, Eve, GW620, Optimus, and Vortex (collectively, the "LG Accused Products").

MOTOROLA

25. SoftView is informed and believes that Motorola Mobility Inc. ("Motorola") is incorporated under the laws of the State of Delaware, with its principal place of business at 600 North U.S. Highway 45, Libertyville, Illinois 60048.

26. Motorola makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names i1, Atrix, Backflip, Bionic, Bravo, Charm, Citrus, CLIQ, Defy, Devour, Droid, FlipOut, FlipSide, and Zoom (collectively, the "Motorola Accused Products").

SAMSUNG

27. SoftView is informed and believes that Samsung Electronics Co., Ltd. ("Samsung Electronics") is a corporation organized and existing under the laws of the Republic of Korea and has its principal place of business at Samsung Electronics Building, 1320-10, Seocho 2-dong, Seocho-gu, Seoul 137-857, Republic of Korea.

28. SoftView is informed and believes that Samsung Electronics America, Inc. ("Samsung America") is incorporated under the laws of the State of New York, with its principal place of business at 105 Challenger Road, Ridgefield Park, NJ 07660.

29. SoftView is informed and believes that Samsung Telecommunications America, LLC ("Samsung Telecom") is incorporated under the laws of the State of Delaware, with its principal place of business at 1301 E. Lookout Dr., Richardson, TX 75082. Defendants Samsung Electronics, Samsung America, and Samsung Telecom are collectively referred to herein as "Samsung."

30. Samsung makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade names Acclaim, Behold, Captivate, Continuum, Epic, Fascinate, Galaxy, Gem, i5500,

Intercept, Mesmerize, Moment, Nexus, Spica, and Teos (collectively, the "Samsung Accused Products").

SONY ERICSSON

31. SoftView is informed and believes that Sony Ericsson Mobile Communications AB ("Sony Ericsson Comm") is a Swedish Limited Liability Company with its principal place of business at Nya Vattentornet, SE-221 88 Lund, Sweden. Defendant Sony Ericsson Comm is the parent of the Sony Ericsson group of companies, which are located worldwide (including named Defendant Sony Ericsson Mobile Communications (USA) Inc.).

32. SoftView is informed and believes that Sony Ericsson Mobile Communications (USA) Inc. ("Sony Ericsson Mobile") is incorporated under the laws of the State of Delaware, with its principal place of business at 3333 Piedmont Road, Suite 600 Atlanta, Georgia 30305. Sony Ericsson Mobile's registered agent for service of process is Capitol Services Inc., 615 South Dupont Highway, Dover, Delaware 19901. Defendants Sony Ericsson Comm and Sony Ericsson Mobile are collectively referred to herein as "Sony Ericsson."

33. Sony Ericsson makes, uses, offers to sell, and sells devices having the Android Operating System and a web browser, including but not limited to devices sold under the trade name Xperia (collectively, the "Sony Ericsson Accused Products").

THE PATENTS IN SUIT

34. On December 2, 2008, United States Patent No. 7,461,353, entitled "Scalable Display of Internet Content on Mobile Devices" (the "'353 patent"), was issued to Gary B. Rohrabaugh and Scott A. Sherman. SoftView is the owner by assignment of the entire right,

title, and interest in and to the '353 patent. A copy of the '353 patent is attached as Exhibit A.

35. On November 9, 2010, United States Patent No. 7,831,926, entitled "Scalable Display of Internet Content on Mobile Devices" (the "'926 patent"), was issued to Gary B. Rohrabaugh and Scott A. Sherman. SoftView is the owner by assignment of the entire right, title, and interest in and to the '926 patent. A copy of the '926 patent is attached as Exhibit B.

CLAIMS FOR RELIEF

COUNT I

(Infringement of United States Patent No. 7,461,353)

36. SoftView incorporates by reference paragraphs 1 through 35 of this Complaint and realleges them as though fully set forth herein.

37. SoftView is informed and believes, and thereon alleges, that Apple, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Apple Accused Products.

38. SoftView is informed and believes, and thereon alleges, that AT&T, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least certain of the Apple Accused Products, Dell Accused Products, HTC Accused Products, LG Accused Products, Motorola Accused Products, Samsung Accused Products, and Sony Ericsson Accused Products.

39. SoftView is informed and believes, and thereon alleges, that Dell, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Dell Accused Products.

40. SoftView is informed and believes, and thereon alleges, that HTC, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the HTC Accused Products.

41. SoftView is informed and believes, and thereon alleges, that Huawei, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Huawei Accused Products.

42. SoftView is informed and believes, and thereon alleges, that Kyocera, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Kyocera Accused Products.

43. SoftView is informed and believes, and thereon alleges, that LG, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere

throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the LG Accused Products.

44. SoftView is informed and believes, and thereon alleges, that Motorola, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Motorola Accused Products.

45. SoftView is informed and believes, and thereon alleges, that Samsung, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Samsung Accused Products.

46. SoftView is informed and believes, and thereon alleges, that Sony Ericsson, in violation of 35 USC § 271(a), has been infringing and currently infringes the '353 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Sony Ericsson Accused Products.

47. SoftView is informed and believes, and thereon alleges, that Defendants have contributorily infringed and are currently contributorily infringing the '353 patent in violation of 35 U.S.C. § 271(c), by selling or offering for sale to third parties, in this judicial district and elsewhere throughout the United States, without license or authority from

SoftView, components that embody a material part of the inventions described in the '353 patent, are known by Defendants to be especially made or especially adapted for use in the infringement of the '353 patent, and are not staple articles or commodities suitable for substantial, non-infringing use, including the Apple Accused Products, Dell Accused Products, HTC Accused Products, Huawei Accused Products, Kyocera Accused Products LG Accused Products, Motorola Accused Products, Samsung Accused Products, and Sony Ericsson Accused Products (collectively, the "Accused Products") and their respective components. SoftView is informed and believes, and thereon alleges, that these third parties have infringed and will infringe the '353 patent, in violation of 35 U.S.C. § 271(a), by using infringing software and hardware products, including some or all of the Accused Products and their respective components.

48. SoftView is informed and believes, and thereon alleges, that Defendants have actively induced and are currently inducing the infringement of the '353 patent in violation of 35 U.S.C. § 271(b), by knowingly and intentionally encouraging or aiding third parties to use infringing software and hardware products in this judicial district and elsewhere throughout the United States, without license or authority from SoftView, including at least the Accused Products. SoftView is informed and believes, and thereon alleges, that these third parties have infringed and will infringe the '353 patent in violation of 35 U.S.C. § 271(a) by using infringing software and hardware products, including some or all of the Accused Products.

49. SoftView is informed and believes, and thereon alleges, that Defendants' infringement of the '353 patent has been and continues to be willful.

50. Unless enjoined by this Court, Defendants will continue to infringe the '353 patent.

51. As a direct and proximate result of Defendants' conduct, SoftView has suffered and will continue to suffer irreparable injury, for which it has no adequate remedy at law. SoftView has also been damaged and, until an injunction issues, will continue to be damaged in an amount yet to be determined.

COUNT II

(Infringement of United States Patent No. 7,831,926)

52. SoftView incorporates by reference paragraphs 1 through 35 of this Complaint and realleges them as though fully set forth herein.

53. SoftView is informed and believes, and thereon alleges, that Apple, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Apple Accused Products.

54. SoftView is informed and believes, and thereon alleges, that AT&T, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least certain of the Apple Accused Products, Dell Accused Products, HTC Accused Products, LG Accused Products, Motorola Accused Products, Samsung Accused Products, and Sony Ericsson Accused Products.

55. SoftView is informed and believes, and thereon alleges, that Dell, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere

throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Dell Accused Products.

56. SoftView is informed and believes, and thereon alleges, that HTC, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the HTC Accused Products.

57. SoftView is informed and believes, and thereon alleges, that Huawei, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Huawei Accused Products.

58. SoftView is informed and believes, and thereon alleges, that Kyocera, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Kyocera Accused Products.

59. SoftView is informed and believes, and thereon alleges, that LG, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the LG Accused Products.

60. SoftView is informed and believes, and thereon alleges, that Motorola, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by,

among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Motorola Accused Products.

61. SoftView is informed and believes, and thereon alleges, that Samsung, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Samsung Accused Products.

62. SoftView is informed and believes, and thereon alleges, that Sony Ericsson, in violation of 35 USC § 271(a), has been infringing and currently infringes the '926 patent by, among other things, making, using, offering to sell, and selling in this judicial district and elsewhere throughout the United States, without authority or license from SoftView, infringing hardware and software products, including at least the Sony Ericsson Accused Products.

63. SoftView is informed and believes, and thereon alleges, that Defendants have contributorily infringed and are currently contributorily infringing the '926 patent in violation of 35 U.S.C. § 271(c), by selling or offering for sale to third parties, in this judicial district and elsewhere throughout the United States, without license or authority from SoftView, components that embody a material part of the inventions described in the '926 patent, are known by Defendants to be especially made or especially adapted for use in the infringement of the '926 patent, and are not staple articles or commodities suitable for substantial, non-infringing use, including the Accused Products and their respective

components. SoftView is informed and believes, and thereon alleges, that these third parties have infringed and will infringe the '926 patent, in violation of 35 U.S.C. § 271(a), by using infringing software and hardware products, including some or all of the Accused Products and their respective components.

64. SoftView is informed and believes, and thereon alleges, that Defendants have actively induced and are currently inducing the infringement of the '926 patent in violation of 35 U.S.C. § 271(b), by knowingly and intentionally encouraging or aiding third parties to use infringing software and hardware products in this judicial district and elsewhere throughout the United States, without license or authority from SoftView, including at least the Accused Products. SoftView is informed and believes, and thereon alleges, that these third parties have infringed and will infringe the '926 patent in violation of 35 U.S.C. § 271(a) by using infringing software and hardware products, including some or all of the Accused Products.

65. SoftView is informed and believes, and thereon alleges, that Defendants' infringement of the '926 patent has been and continues to be willful.

66. Unless enjoined by this Court, Defendants will continue to infringe the '926 patent.

67. As a direct and proximate result of Defendants' conduct, SoftView has suffered and will continue to suffer irreparable injury, for which it has no adequate remedy at law. SoftView has also been damaged and, until an injunction issues, will continue to be damaged in an amount yet to be determined.

PRAYER FOR RELIEF

WHEREFORE, SoftView prays that the Court enter a judgment as follows:

A. For a judicial determination that the '353 and '926 patents are infringed by Defendants;

B. For a judicial determination that the '353 and '926 patents are valid and enforceable;

C. For a judicial determination that Defendants' infringement of the '353 and '926 patents is willful;

D. For an order preliminarily and permanently enjoining Defendants, and their directors, officers, employees, attorneys, agents, and all persons in active concert or participation with any of the foregoing, from further acts of infringement of the '353 and '926 patents;

E. For damages resulting from Defendants' infringement of the '353 and '926 patents and the trebling of such damages because of the willful nature of Defendants' infringement;

F. For an assessment of interest on damages;

G. For a declaration that this case is exceptional pursuant to 35 U.S.C. § 285 and an award of attorneys' fees and costs in this action; and

H. For such other and further relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff SoftView LLC demands jury trial on all issues.

BLANK ROME LLP

By: /s/ Steven L. Caponi

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