

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NAUTILUS HYOSUNG AMERICA, INC.,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. _____
)	
AUTOMATED TRANSACTIONS LLC. and)	JURY TRIAL DEMANDED
TRANSACTION HOLDINGS LTD. L.L.C.,)	
)	
Defendants.)	

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Nautilus Hyosung America, Inc. (“NHA”), as and for its Complaint against Automated Transactions LLC and Transaction Holdings LTD. L.L.C., by its attorneys, alleges as follows:

NATURE OF ACTION

1. This is an action for a declaratory judgment that NHA does not infringe any valid claim of United States Patent Nos. 7,571,850 (“’850 patent”); 7,591,420 (“’420 patent”); 7,575,158 (“’158 patent”); 7,597,248 (“’248 patent”); 7,600,677 (“’677 patent”); 7,699,220 (“’220 patent”); 7,597,251 (“’251 patent”); 7,617,973 (“’973 patent”); 7,621,444 (“’444 patent”); 7,793,830 (“’830 patent”); 7,802,718 (“’718 patent”); 7,837,101 (“’101 patent”); 8,132,714 (“’714 patent”); and 8,132,715 (“’715 patent”) (collectively, the “Patents-in-Suit”), for a declaratory judgment that the claims of each of the Patents-in-Suit are invalid, and for attorneys’ fees.

2. A true and correct copy of the ’850 patent is attached as **Exhibit A**.
3. A true and correct copy of the ’420 patent is attached as **Exhibit B**.
4. A true and correct copy of the ’158 patent is attached as **Exhibit C**.

5. A true and correct copy of the '248 patent is attached as **Exhibit D**.
6. A true and correct copy of the '677 patent is attached as **Exhibit E**.
7. A true and correct copy of the '220 patent is attached as **Exhibit F**.
8. A true and correct copy of the '251 patent is attached as **Exhibit G**.
9. A true and correct copy of the '973 patent is attached as **Exhibit H**.
10. A true and correct copy of the '444 patent is attached as **Exhibit I**.
11. A true and correct copy of the '830 patent is attached as **Exhibit J**.
12. A true and correct copy of the '718 patent is attached as **Exhibit K**.
13. A true and correct copy of the '101 patent is attached as **Exhibit L**.
14. A true and correct copy of the '714 patent is attached as **Exhibit M**.
15. A true and correct copy of the '715 patent is attached as **Exhibit N**.

THE PARTIES

16. NHA is a Delaware corporation, with its principal place of business at 1025 S Belt Line Rd #400, Coppell, Texas 75019.

17. Upon information and belief, Defendant Automated Transactions LLC ("ATL") is a limited liability company organized under the laws of the State of Delaware with its principal place of business at 160 Greentree Drive, Suite 101, Kent, Delaware 19904.

18. Upon information and belief, Defendant Transaction Holdings LTD. L.L.C. ("THL") is a limited liability company organized under the laws of the State of Delaware with its principal place of business at Trolley Square, Suite 26C, Wilmington, Delaware 19806. Upon information and belief, THL is the owner and exclusive licensor to ATL of the patents which ATL asserts against NHA's customers.

19. Upon information and belief, Defendants ATL and THL do not practice any of the Patents-in-Suit and are instead in the business of licensing patent rights to the Patents-in-Suit.

JURISDICTION AND VENUE

20. This Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202, and the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

21. This Court has personal jurisdiction over ATL because ATL is organized under the laws of the State of Delaware, has its principal place of business in this District, and has availed itself of this Court by filing multiple lawsuits in this District.

22. This Court has personal jurisdiction over THL because THL is organized under the laws of the State of Delaware, has its principal place of business in this District, and has availed itself of this Court by filing at least one lawsuit in this District.

23. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because ATL is organized under the laws of the State of Delaware, and ATL has commenced suit in this District on the Patents-in-Suit. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because THL is organized under the laws of the State of Delaware, and THL has commenced at least one suit in this District on some of the Patents-in-Suit. ATL and THL are hereinafter referred to together as ATL.

24. This action is filed to resolve an actual and justiciable controversy between the parties hereto. Defendants' conduct has put, and continues to put, NHA under a reasonable and serious apprehension of imminent suit alleging that ATMs imported into the United States and supplied to NHA customers in the United States infringe the Patents-in-Suit. As set forth in the paragraphs herein, there is a conflict of asserted rights among the parties and an actual

controversy exists between NHA and Defendants with respect to the infringement and validity of the Patents-in-Suit.

THE PATENTS

25. ATL purports to be the assignee of the Patents-in-Suit.

26. Generally, the Patents-in-Suit are directed to systems and methods for enabling a user to complete a non-banking retail transaction over the Internet via a combination Automated Teller Machine (“ATM”) and Internet kiosk. According to the Patents-in-Suit, combining an “ATM with other retail goods and services transactions is not only new, but would heretofore have been considered virtually heretical.” (’457 patent, col. 2:40-32).

27. The genesis of the Patents-in-Suit is a provisional application 60/017,533 that was filed on May 10, 1996 with the United States Patent & Trademark Office (“PTO”). After that filing, a PCT application PCT/US97/08089 was filed on May 9, 1997 claiming priority to the provisional application. The PCT application was converted into a U.S. Application No. 09/180,558 on November 6, 1998, identifying David Barcelou as the sole inventor. The 09/180,558 application issued into the ’457 patent on September 20, 2005. The ’457 patent is the parent patent for all of the Patents-in-Suit.

28. This Court has already construed the critical claim term “Internet interface.” *Automated Transactions LLC v. IYG Holding Co., et al.*, 768 F. Supp. 2d 727 (D. Del. 2011). A construction affirmed by the Federal Circuit. *In re Transaction Holdings Ltd., LLC; Automated Transactions LLC v. IYG Holding Co., et al.*, 484 F. App’x 469, 473 (Fed. Cir. 2012). That term is included in all claims of eight of the fourteen Patents-in-Suit.

29. Regarding the critical claim term “retail transaction” (and “retail ATM service”), the Federal Circuit has expressly recognized that the patents require both banking and non-

banking services. “The patents at issue generally relate to . . . providing banking services and retail transactions to a consumer through an ATM” *In re Transaction Holdings*, 484 F. App’x at 473. “The claims envisage an ATM . . . that the consumer can use to conduct **both** banking and other transactions, **such as retail transactions.**” *Id.* at 472 (emphasis added). Quoting the written description included in all of the Patents-in-Suit, this Court also issued its summary judgment ruling of noninfringement and invalidity reading the patent specification the same way: “According to the patents in suit, combining an ‘ATM with other retail goods and services transactions is not only new, but would heretofore have been considered virtually heretical.’” *Automated Transactions*, 768 F. Supp. 2d at 732.

30. Additionally, the terms “smart card/magnetic stripe reader/encoder,” and “selectively dispense” (and “selectively dispensing”) were construed by ATL during reexamination of the parent ’457 patent, of which all of the other Patents-in-Suit are continuations. Specifically, ATL and its expert witness both argued that “/” as used in its claims did not mean “and-or,” but instead meant simply “and.”

31. ATL also argued, twice, that the term “selectively dispense” required the claimed apparatus to have the ability to dispense both tangible bills and electronic money that would be deposited to a user’s encodable media (e.g., a smart card) with the user having the ability to choose between the two. Those arguments were put forth to overcome prior art rejections, and constitute prosecution disclaimer.

ALLEGATIONS IN SUPPORT OF DECLARATORY JUDGMENT JURISDICTION

32. NHA realleges and incorporates herein by reference each and every allegation contained in paragraphs 1-31.

33. NHA is a subsidiary of Nautilus Hyosung Corporation (“Nautilus Hyosung”), a leader of ATM technologies and solutions throughout the world. NHA is an importer and supplier of ATMs designed and manufactured by Nautilus Hyosung to customers in the United States. Thousands of ATMs manufactured by Nautilus Hyosung have been installed in the United States. NHA’s ATMs and NHA’s customers have been the subject of multiple infringement allegations and patent infringement lawsuits by ATL on the Patents-in-Suit for a number of years.

34. NHA seeks this necessary relief because ATL, the purported exclusive licensee of the Patents-in-Suit, has asserted the Patents-in-Suit against multiple NHA customers by sending licensing demand letters and filing patent infringement suits. NHA’s customers have, in turn, requested NHA to defend and indemnify them from ATL’s charges of infringement, and NHA has done so.

35. ATL has filed several patent infringement lawsuits alleging infringement of the Patents-in-Suit against NHA customers, which NHA is defending. Several of those lawsuits have been and are pending before this Court. *In Re: Automated Transactions LLC Patent Litigation*, MDL No. 1:13-md-02429-SLR (D. Del.) (the “MDL Litigation”).

36. On June 20, 2012, ATL sued NHA customers New York Community Bank and New York Community Bancorp, Inc. (collectively, “NYCB”) in the United States District Court for the Eastern District of New York. (Complaint (D.I. 1) (2:12-cv-03070-JS-ARL)). ATL accused NYCB of making, using, selling, offering to sell and/or importing ATM products manufactured by Nautilus Hyosung and imported into the United States and supplied by NHA, a subsidiary of Nautilus Hyosung, that allegedly infringe each of the Patents-in-Suit. On April 12, 2013, the lawsuit was transferred to the District of Delaware (C.A. No.13-md-2429-SLR)

(“MDL Litigation”). (Conditional Transfer Order (D.I. 21) (2:12-cv-03070-JS-ARL)). Pursuant to an indemnity agreement, NHA agreed to NYCB’s request to defend and indemnify it in connection with ATL’s claims directed at NHA’s ATMs. On September 26, 2013, all claims in the lawsuit were dismissed with prejudice pursuant to a settlement agreement. (Stipulation and Order of Dismissal (D.I. 41) (1:13-cv-00591-SLR)).

37. On April 22, 2013, ATL filed lawsuits against NHA customers Speedy Cash and Goathead Saloon – AAA ATMS (“Goathead Saloon”) in the United States District Court for the District of Arizona. (Complaint (D.I. 1) (1:14-cv-00280-SLR), Complaint (D.I. 1) (1:14-cv-00281-SLR)). ATL accuses NHA customers Speedy Cash and Goathead Saloon – AAA ATMS (“Goathead Saloon”) of making, using, selling, offering to sell and/or importing automated teller machine (“ATM”) products that allegedly infringe each of the Patents-in-Suit. ATL’s patent infringement allegations are directed solely to ATMs imported into the United States and supplied to Speedy Cash and Goathead Saloon by NHA. On March 4, 2014, the lawsuits against Speedy Cash and Goathead Saloon were transferred to the MDL Litigation. (Order (D.I. 24) (1:14-cv-00280-SLR), Order (D.I. 19) (1:14-cv-00281-SLR)). The lawsuits against Speedy Cash and Goathead Saloon are currently pending. Pursuant to an indemnity agreement, NHA agreed to requests by Speedy Cash and Goathead Saloon to defend and indemnify them in connection with ATL’s claims directed at NHA’s ATMs.

38. On April 22, 2013, ATL filed lawsuits against NHA customers Fiesta Mall ATM USA (“Fiesta Mall”) (Complaint (D.I. 1) (2:13-cv-00807-SLG)) and Power Square Mall-Citywide ATM (“Power Square Mall”) (Complaint (D.I. 1) (2:13-cv-00808-SLG)). ATL accused both Fiesta Mall and Power Square Mall of making, using, selling, offering to sell and/or

importing automated teller machine (“ATM”) products that allegedly infringe each of the Patents-in-Suit. *Id.* ATL dismissed both of those actions without prejudice.

39. As discussed, ATL has sent licensing demand letters to several of NHA’s customers alleging that “the Hyosung ATM” infringes one or more of ATL’s Patent Portfolio (e.g., the Patents-in-Suit). One such demand letter was sent by ATL’s counsel to NHA’s customer Famous Sams-Dual State ATMs LLC on March 28, 2013, and is attached as **Exhibit O**. In that letter, ATL threatened: “In an effort to process and enforce its patent rights, ATL has worked with many banks, financial services providers and independent operators to provide such licensing opportunity that allow the continued use of ATMs that contain the proprietary technology covered by the Patent Portfolio. When ATL has not been able to reach a satisfactory licensing agreement, it has filed lawsuits for patent infringement, contributory patent infringement, and inducement of patent infringement of its Patent Portfolio and currently has about twelve (12) cases.” *Id.*

40. Recently, in the MDL Litigation, ATL purported to issue a covenant not to sue (“Covenant”) and filed a motion to dismiss with prejudice the MDL Litigation, under the pretext that ATL “could not retain replacement lead counsel in time to fully comply with the demands of the Court’s scheduling orders.” C.A. No. 1:13-md-02429-SLR (D.I. 171 at 1).

41. The Covenant is limited to the named Defendants in the MDL Litigation and “to any product” currently or previously “advertised, manufactured, marketed, used or sold” by Defendants in the MDL Litigation. *Id.* at 4. The parties are in continuing discussions relating to the scope of the Covenant, but in any event the Covenant will not cover NHA’s customers not in the MDL Litigation and against whom ATL has made infringement allegations or licensing demands.

42. The Covenant is also insufficient to cover NHA's customers not in the MDL Litigation and against whom ATL has yet to make infringement allegations or licensing demands if and when ATL chooses to resume its licensing campaign against the universe of ATM users.

43. Moreover, NHA requested that ATL grant a covenant not to sue NHA based on the Patents-in-Suit. ATL rejected NHA's request.

44. Under similar circumstances, a Declaratory Judgment Action was brought by NCR Corporation ("NCR") against ATL involving the Patents-in-Suit on June 19, 2014, in the United States District Court for the District of Delaware, Case 1:14-cv-00779-SLR ("the NCR DJ Action"). Like NHA, NCR seeks, *inter alia*, (1) a declaration that its products and systems have not infringed and do not infringe, directly or indirectly or by the doctrine of equivalents, any valid claim of any of the Patents-in-Suit, (2) a declaration that all claims of the Patents-in-Suit are invalid for failure to meet the conditions of patentability and/or otherwise comply with the requirements of 35 U.S.C. § 101 *et seq*, including §§ 101, 102, 103, and/or 112. *Id.*

45. In view of the foregoing, ATL's allegations of infringement have placed a cloud over NHA and its ATM products, have injured and are injuring NHA's business and business relationships, and have created a concrete and immediate justiciable controversy between NHA and ATL.

FIRST CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '850 Patent

46. NHA incorporates by reference the allegations in paragraphs 1-45.

47. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '850 patent; has contributed to infringement, or is contributing to infringement of the '850 patent; and has induced infringement, or is inducing infringement of

the '850 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

48. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '850 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of the '850 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '850 patent.

49. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '850 patent. Such a determination and declaration is necessary and appropriate at this time.

SECOND CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '850 Patent

50. NHA incorporates by reference the allegations in paragraphs 1-49.

51. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '850 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

52. The '850 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

53. NHA is entitled to a Declaration from this Court that no claim of the '850 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

THIRD CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '420 Patent

54. NHA incorporates by reference the allegations in paragraphs 1-53.

55. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '420 patent; has contributed to infringement, or is contributing to infringement of the '420 patent; and has induced infringement, or is inducing infringement of the '420 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

56. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '420 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of the '420 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '420 patent.

57. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '420 patent. Such a determination and declaration is necessary and appropriate at this time.

FOURTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '420 Patent

58. NHA incorporates by reference the allegations in paragraphs 1-57.

59. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '420 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

60. The '420 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

61. NHA is entitled to a Declaration from this Court that no claim of the '420 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

FIFTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '158 Patent

62. NHA incorporates by reference the allegations in paragraphs 1-61.

63. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '158 patent; has contributed to infringement, or is contributing to infringement of the '158 patent; and has induced infringement, or is inducing infringement of the '158 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

64. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '158 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of the '158 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '158 patent.

65. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '158 patent. Such a determination and declaration is necessary and appropriate at this time.

SIXTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '158 Patent

66. NHA incorporates by reference the allegations in paragraphs 1-65.

67. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '158 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

68. The '158 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

69. NHA is entitled to a Declaration from this Court that no claim of the '158 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

SEVENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '248 Patent

70. NHA incorporates by reference the allegations in paragraphs 1-69.

71. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '248 patent; has contributed to infringement, or is contributing to infringement of the '248 patent; and has induced infringement, or is inducing infringement of the '248 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

72. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '248 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '248 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '248 patent.

73. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '248 patent. Such a determination and declaration is necessary and appropriate at this time.

EIGHTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '248 Patent

74. NHA incorporates by reference the allegations in paragraphs 1-73.

75. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '248 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

76. The '248 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

77. NHA is entitled to a Declaration from this Court that no claim of the '248 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

NINTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '677 Patent

78. NHA incorporates by reference the allegations in paragraphs 1-77.

79. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '677 patent; has contributed to infringement, or is contributing to infringement of the '677 patent; and has induced infringement, or is inducing infringement of the '677 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

80. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '677 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '677 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '677 patent.

81. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '677 patent. Such a determination and declaration is necessary and appropriate at this time.

TENTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '677 Patent

82. NHA incorporates by reference the allegations in paragraphs 1-81.

83. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '677 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

84. The '677 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

85. NHA is entitled to a Declaration from this Court that no claim of the '677 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

ELEVENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '220 Patent

86. NHA incorporates by reference the allegations in paragraphs 1-85.

87. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '220 patent; has contributed to infringement, or is contributing to infringement of the '220 patent; and has induced infringement, or is inducing infringement of the '220 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

88. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '220 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '220 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '220 patent.

89. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '220 patent. Such a determination and declaration is necessary and appropriate at this time.

TWELFTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '220 Patent

90. NHA incorporates by reference the allegations in paragraphs 1-89.

91. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '220 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

92. The '220 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

93. NHA is entitled to a Declaration from this Court that no claim of the '220 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

THIRTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '251 Patent

94. NHA incorporates by reference the allegations in paragraphs 1-93.

95. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '251 patent; has contributed to infringement, or is contributing to infringement of the '251 patent; and has induced infringement, or is inducing infringement of the '251 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

96. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '251 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not

contributing to infringement, of any valid and enforceable claim of '251 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '251 patent.

97. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '251 patent. Such a determination and declaration is necessary and appropriate at this time.

FOURTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '251 Patent

98. NHA incorporates by reference the allegations in paragraphs 1-97.

99. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '251 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

100. The '251 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

101. NHA is entitled to a Declaration from this Court that no claim of the '251 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

FIFTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '973 Patent

102. NHA incorporates by reference the allegations in paragraphs 1-101.

103. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '973 patent; has contributed to infringement, or is contributing to infringement of the '973 patent; and has induced infringement, or is inducing infringement of

the '973 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

104. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '973 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '973 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '973 patent.

105. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '973 patent. Such a determination and declaration is necessary and appropriate at this time.

SIXTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '973 Patent

106. NHA incorporates by reference the allegations in paragraphs 1-105.

107. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '973 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

108. The '973 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

109. NHA is entitled to a Declaration from this Court that no claim of the '973 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

SEVENTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '444 Patent

110. NHA incorporates by reference the allegations in paragraphs 1-109.

111. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '444 patent; has contributed to infringement, or is contributing to infringement of the '444 patent; and has induced infringement, or is inducing infringement of the '444 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

112. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '444 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '444 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '444 patent.

113. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '444 patent. Such a determination and declaration is necessary and appropriate at this time.

EIGHTEENTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '444 Patent

114. NHA incorporates by reference the allegations in paragraphs 1-113.

115. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '444 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

116. The '444 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

117. NHA is entitled to a Declaration from this Court that no claim of the '444 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

NINETEENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '830 Patent

118. NHA incorporates by reference the allegations in paragraphs 1-117.

119. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '830 patent; has contributed to infringement, or is contributing to infringement of the '830 patent; and has induced infringement, or is inducing infringement of the '830 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

120. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '830 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '830 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '830 patent.

121. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '830 patent. Such a determination and declaration is necessary and appropriate at this time.

TWENTIETH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '830 Patent

122. NHA incorporates by reference the allegations in paragraphs 1-121.

123. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '830 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

124. The '830 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

125. NHA is entitled to a Declaration from this Court that no claim of the '830 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-FIRST CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '718 Patent

126. NHA incorporates by reference the allegations in paragraphs 1-125.

127. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '718 patent; has contributed to infringement, or is contributing to infringement of the '718 patent; and has induced infringement, or is inducing infringement of the '718 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

128. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '718 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '718 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '718 patent.

129. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '718 patent. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-SECOND CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '718 Patent

130. NHA incorporates by reference the allegations in paragraphs 1-129.

131. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '718 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

132. The '718 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

133. NHA is entitled to a Declaration from this Court that no claim of the '718 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-THIRD CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '101 Patent

134. NHA incorporates by reference the allegations in paragraphs 1-133.

135. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '101 patent; has contributed to infringement, or is contributing to infringement of the '101 patent; and has induced infringement, or is inducing infringement of the '101 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

136. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '101 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '101 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '101 patent.

137. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '101 patent. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-FOURTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '101 Patent

138. NHA incorporates by reference the allegations in paragraphs 1-137.

139. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '101 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

140. The '101 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

141. NHA is entitled to a Declaration from this Court that no claim of the '101 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-FIFTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '714 Patent

142. NHA incorporates by reference the allegations in paragraphs 1-141.

143. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '714 patent; has contributed to infringement, or is contributing to infringement of the '714 patent; and has induced infringement, or is inducing infringement of the '714 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

144. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '714 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not contributing to infringement, of any valid and enforceable claim of '714 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '714 patent.

145. NHA is entitled to a Declaration from this Court that NHA has not and does not infringe infringed any claim of the '714 patent. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-SIXTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '714 Patent

146. NHA incorporates by reference the allegations in paragraphs 1-145.

147. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '714 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

148. The '714 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

149. NHA is entitled to a Declaration from this Court that no claim of the '714 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-SEVENTH CLAIM FOR RELIEF

Declaratory Judgment of Non-Infringement of the '715 Patent

150. NHA incorporates by reference the allegations in paragraphs 1-149.

151. An actual case or controversy exists between NHA and ATL as to whether NHA has infringed, or is infringing the '715 patent; has contributed to infringement, or is contributing to infringement of the '715 patent; and has induced infringement, or is inducing infringement of the '715 patent, pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202, by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States.

152. NHA has not infringed, and is not infringing, any valid and enforceable claim of the '715 patent by making, using, selling, offering to sell, marketing, licensing, or importing its ATM products in the United States. NHA has not contributed to infringement, and is not

contributing to infringement, of any valid and enforceable claim of '715 patent. NHA has not induced infringement, and is not inducing infringement, of any valid and enforceable claim of the '715 patent.

153. NHA is entitled to a Declaration from this Court that NHA has not infringed and does not infringe any claim of the '715 patent. Such a determination and declaration is necessary and appropriate at this time.

TWENTY-EIGHTH CLAIM FOR RELIEF

Declaratory Judgment of Invalidity of the '715 Patent

154. NHA incorporates by reference the allegations in paragraphs 1-153.

155. An actual case or controversy exists between NHA and ATL as to the validity of any claim of the '715 patent pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 and 2202.

156. The '715 patent is invalid for failure to comply with the statutory requirements of patentability as set forth in 35 U.S.C. § 101 *et seq.*, including without limitation, that the claims are invalid for anticipation, obviousness, and indefiniteness.

157. NHA is entitled to a Declaration from this Court that no claim of the '715 patent is valid. Such a determination and declaration is necessary and appropriate at this time.

REQUEST FOR RELIEF

Therefore, NHA requests judgment as follows:

A. A declaration that neither NHA nor any of NHA's ATM products and systems infringe (directly, indirectly, literally, and/or under the doctrine of equivalents) any valid claim of the Patents-in-Suit;

B. A declaration that each claim of the Patents-in-Suit is invalid for failure to meet one or more of the conditions for patentability and/or otherwise comply with the requirements of 35 U.S.C. § 101 *et seq.*, including §§ 101, 102, 103, and/or 112;

C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award to NHA of its reasonable attorneys' fees, costs, and expenses in connection with this action; and

E. Such other and further relief as this Court deems proper.

DEMAND FOR JURY TRIAL

NHA demands a jury trial as to all issues triable to a jury.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Regina Murphy

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September 12, 2014