

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**DELAWARE DISPLAY GROUP LLC
and INNOVATIVE DISPLAY
TECHNOLOGIES LLC,**

Plaintiffs,

V.

**LENOVO GROUP LTD.,
LENOVO HOLDING CO., INC., and
LENOVO (UNITED STATES) INC.,**

Defendants.

C.A. No. 15-cv-1220-RGA

JURY TRIAL DEMANDED

PLAINTIFFS' FIRST AMENDED COMPLAINT

Delaware Display Group LLC and Innovative Display Technologies LLC (collectively, “Plaintiffs”) by and through their undersigned counsel, file this First Amended Complaint against Lenovo Group Ltd.; Lenovo Holding Co., Inc.; and Lenovo (United States) Inc. (collectively, “Lenovo”).

THE PARTIES

1. Delaware Display Group LLC (“DDG”) is a Delaware limited liability company with its principal place of business located at 2400 Dallas Parkway, Suite 200, Plano, Texas 75093.

2. Innovative Display Technologies LLC (“IDT”) is a Texas limited liability company with its principal place of business located at 2400 Dallas Parkway, Suite 200, Plano, Texas 75093.

3. Upon information and belief, Lenovo Group Ltd. (“LGL”) is a private company organized under the laws of China with its principal place of business at No 6 Chuang Ye Road,

Shangdi Information Industry Base, Haidian District, Beijing, 100085, China. Upon information and belief, LGL may be served with process in China pursuant to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

4. Upon information and belief, Lenovo Holding Co., Inc. (“Lenovo Holding”) is a Delaware Corporation with offices at 1009 Think Place, Morrisville, North Carolina 27560. Upon information and belief, Lenovo Holding may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, Delaware 19801. Upon information and belief, Lenovo Holding is a subsidiary of LGL.

5. Upon information and belief, Lenovo (United States) Inc. (“Lenovo U.S.”) is a Delaware Corporation with offices at 1009 Think Place, Morrisville, North Carolina 27560. Upon information and belief, Lenovo U.S. may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, Delaware 19801. Upon information and belief, Lenovo U.S. is a subsidiary of Lenovo Holding.

6. Upon information and belief, Lenovo has conducted and regularly conducts business within this District, has purposefully availed itself of the privileges of conducting business in this District, and has sought protection and benefit from the laws of the State of Delaware.

JURISDICTION AND VENUE

7. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

8. As further detailed herein, this Court has personal jurisdiction over Lenovo. Lenovo is amenable to service of summons for this action. Furthermore, personal jurisdiction over Lenovo in this action comports with due process. Lenovo has conducted and regularly conducts business within the United States and this District. Lenovo has purposefully availed itself of the privileges of conducting business in the United States and, more specifically, in this District. Lenovo has sought protection and benefit from the laws of the State of Delaware incorporating itself and subsidiaries in the State of Delaware and/or by placing infringing products into the stream of commerce through an established distribution channel with the expectation and/or knowledge that they will be purchased by consumers in this District. Plaintiffs' causes of action arise directly from Lenovo's business contacts and other activities in this District.

9. Lenovo – directly or through intermediaries (including distributors, retailers, and others), subsidiaries, alter egos, and/or agents – ships, distributes, offers for sale, and/or sells its products in the United States and this District. Lenovo has purposefully and voluntarily placed one or more of its infringing products, as described below, into the stream of commerce with the expectation and/or knowledge that they will be purchased by consumers in this District. Lenovo knowingly and purposefully ships infringing products into and within this District through an established distribution channel. These infringing products have been and continue to be purchased by consumers in this District. Upon information and belief, Lenovo has committed the tort of patent infringement in this District and/or has induced others to commit patent infringement in this District.

10. Venue is proper in this Court under 28 U.S.C. §§ 1391(b), (c), and (d), as well as 28 U.S.C. § 1400(b), in that Lenovo is subject to personal jurisdiction in this District, and

therefore is deemed to reside in this District for purposes of venue, and, upon information and belief, Lenovo has committed acts within this judicial District giving rise to this action and does business in this District, including but not limited to making sales in this District, providing service and support to their respective customers in this District, and/or operating an interactive website that is available to persons in this District, which website advertises, markets, and/or offers for sale infringing products.

BACKGROUND

A. The Patents-In-Suit and the First Lawsuit

11. U.S. Patent No. 7,404,660 titled “Light Emitting Panel Assemblies” (“the ’660 patent”) was duly and legally issued by the U.S. Patent and Trademark Office on July 29, 2008, after full and fair examination. Jeffery R. Parker is the sole inventor listed on the ’660 patent. A true and correct copy of the ’660 patent is attached as **Exhibit A** and made a part hereof.

12. U.S. Patent No. 7,434,973 titled “Light Emitting Panel Assemblies” (“the ’973 patent”) was duly and legally issued by the U.S. Patent and Trademark Office on October 14, 2008, after full and fair examination. Jeffery R. Parker, Gregory A. Coghlan, and Robert M. Ezell are the inventors listed on the ’973 patent. A true and correct copy of the ’973 patent is attached as **Exhibit B** and made a part hereof.

13. The ’973 patent is referred to as the “DDG patent.”

14. The ’660 patent is referred to as the “IDT patent.” Together, the “DDG patent” and the “IDT patent” are the “patents-in-suit.”

15. On June 26, 2013, IDT was assigned all of the right, title, and interest in the IDT patent, including the exclusive right to sue and collect for its own use and benefit all claims for damages by reason of past infringement or use of the IDT patent.

16. On December 20, 2013, DDG was assigned all of the right, title, and interest in the DDG patent, including the exclusive right to sue and collect for its own use and benefit all claims for damages by reason of past infringement or use of the DDG patent.

17. The patents-in-suit all share the same ultimate parent patent, U.S. Patent No. 5,613,751. The patents-in-suit share inventors, subject matter, and claim terms. The accused products infringe the patents-in-suit based on the use of the same technology, *i.e.*, backlights for LCD displays. And IDT and DDG share a common corporate parent.

18. On December 31, 2013, Plaintiffs filed a complaint against Lenovo in this District, asserting infringement of the '660 and '973 patents. *Delaware Display Group LLC, et al. v. Lenovo Group Ltd., et al.*, No. 13-cv-2108-RGA (D. Del.) (the "First Lawsuit"). Plaintiffs identified their initial list of accused Lenovo products on August 22, 2014. Plaintiffs served Lenovo with preliminary infringement contentions on November 21, 2014.

19. On April 3, 2015, Lenovo joined several other defendants in counterpart cases to file a motion for stay pending *inter partes* review of the patents in the First Lawsuit. On October 19, 2015, the Court heard that motion, and decided to stay the case unless Plaintiffs dismissed the '660 patent, '973 patent, and another patent from the First Lawsuit without prejudice. Plaintiffs agreed to dismiss those patents without prejudice, and the Court entered a corresponding order on October 21, 2015. D.I. 89.

20. Plaintiffs now file this new lawsuit alleging infringement of the '660 patent and '973 patent. Plaintiffs do not intend to proceed with this lawsuit until the Patent Trial and Appeal Board issues final decisions for or dismisses the following proceedings: IPR2015-00487; IPR2015-00506; and any IPR proceeding joined with those proceedings. Plaintiffs will agree to

extend Lenovo's answer dates or agree to a post-answer stay of this lawsuit pending those final decisions or dismissals.

B. Lenovo's Infringing Conduct

21. Upon information and belief, Lenovo makes, uses, offers to sell, and/or sells within, and/or imports into the United States display products that use the fundamental technologies covered by the patents-in-suit. Upon information and belief, the infringing display products include, but are not limited to, laptops, desktops, and tablets with edge-lit backlights for illuminating liquid crystal displays. By way of example only, Plaintiffs identify the IdeaPad Y510 as at least infringing the '660 patent and the N580 as infringing both the '660 and '973 patents.

22. The infringing display products with edge-lit backlights for LCDs incorporate the fundamental technologies covered by the patents-in-suit. For example, relating to the '660 patent, the edge-lit backlights for LCDs in these infringing display products include optical conductors that receive light from light sources. The light sources can be LEDs that generate light having an output distribution defined by a greater width component than height component. The light sources are arranged adjacent to an input edge of the optical conductor such that they can direct light into the optical conductor. The light travels through the optical conductor, eventually emitting from an output region. The output region on the optical conductor includes a predetermined pattern of deformities for emitting light. The optical conductor also has a transition region between the light sources and the output region.

23. The infringing display products with edge-lit backlights for LCDs incorporate the fundamental technologies covered by the '973 patent. For example, the edge-lit backlights for LCDs in these infringing display products include a light emitting panel member with at least one input edge. To direct light into the panel member, light sources are optically coupled to

different portions of the width of the input edge. The panel member includes a pattern of individual light extracting deformities associated with respective light sources, with the deformities being projections/depressions for producing a desired light output, *e.g.*, an output for illuminating an LCD. The deformities have a length and width substantially smaller than the length and width of the surface on/in which those deformities are found. The deformities that are in close proximity to the input edge of the panel member increase in, for example, density and/or size as the distance of the deformities from the respective light sources increases across the width of the panel member. Also for example, the density and/or size of the deformities in close proximity to the input edge is greatest at approximate midpoints between adjacent pairs of the light sources.

24. By incorporating the fundamental inventions covered by the patents-in-suit, Lenovo can make improved products, including but not limited to, products with longer displays, thinner displays, and/or displays with a higher light output, a more uniform light output, a lower power requirement, and/or a longer battery life.

25. Upon information and belief, third-parties purchase and have purchased Lenovo's infringing display products for sale or importation into the United States, including this District. Upon information and belief, third-party consumers use and have used Lenovo's infringing display products in the United States, including this District.

26. Upon information and belief, Lenovo has purchased infringing display products that are made, used, offered for sale, sold within, and/or imported into the United States.

COUNT I

Patent Infringement of U.S. Patent No. 7,404,660

27. Plaintiffs repeat and re-allege each and every allegation of paragraphs 1-26 as though fully set forth herein.

28. The '660 patent is valid and enforceable.

29. Upon information and belief, Lenovo has never been licensed, either expressly or impliedly, under the '660 patent for the accused display products in this case. For clarity, while many parties have taken licenses to the patents-in-suit, Plaintiffs are not accusing any licensed products in this lawsuit.

30. Upon information and belief, to the extent any marking or notice was required by 35 U.S.C. § 287, IDT and its predecessors have complied with the requirements of that statute by providing actual or constructive notice to Lenovo of its alleged infringement. Upon information and belief, IDT surmises that any express licensees of the '660 patent have complied with the marking requirements of 35 U.S.C. § 287 by placing a notice of the '660 patent on all goods made, offered for sale, sold within, and/or imported into the United States that embody one or more claims of that patent.

31. Upon information and belief, Lenovo has been directly infringing under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, and/or indirectly infringing, by way of inducement with specific intent under 35 U.S.C. § 271(b), the '660 patent by making, using, offering to sell, and/or selling to third-party distributors, and/or consumers (directly or through intermediaries and/or subsidiaries) in this District and elsewhere within the United States and/or importing into the United States, without authority, display products that include all of the limitations of one or more claims of the '660 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display. The edge-lit backlights for LCDs in these infringing display products include infringing features/components such as optical conductors that receive light from light sources. The light sources can be LEDs that generate light having an output distribution defined by a greater width

component than height component. The light sources are arranged adjacent to an input edge of the optical conductor such that they can direct light into the optical conductor. The light travels through the optical conductor, eventually emitting from an output region. The output region on the optical conductor includes a predetermined pattern of deformities for emitting light. The optical conductor also has a transition region between the light sources and the output region. By incorporating the fundamental inventions covered by the '660 patent, Lenovo can make improved products, including but not limited to, products with longer displays, thinner displays, and/or displays with a higher light output, a more uniform light output, a lower power requirement, and/or a longer battery life.

32. Upon information and belief, distributors, consumers, and other parties that purchase Lenovo's display products that include all of the limitations of one or more claims of the '660 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display, also directly infringe, either literally or under the doctrine of equivalents, under 35 U.S.C. § 271(a), the '660 patent by using, offering to sell, and/or selling to third-party distributors or consumers (directly or through intermediaries and/or subsidiaries) in this District and elsewhere within the United States and/or importing into the United States, those infringing display products.

33. Upon information and belief, the third-party manufacturers, distributors, and importers that sell display products to Lenovo that include all of the limitations of one or more claims of the '660 patent, also directly infringe, either literally or under the doctrine of equivalents, under 35 U.S.C. § 271(a), the '660 patent by making, offering to sell, and/or selling (directly or through intermediaries and/or subsidiaries) infringing display products in this District

and elsewhere within the United States and/or importing infringing products into the United States.

34. Upon information and belief, Lenovo had knowledge of the '660 patent and its infringing conduct at least since February 16, 2012, as described below and through Plaintiffs' filing of the First Lawsuit.

35. Upon information and belief, Lenovo met with Rambus, Inc. ("Rambus") on February 16, 2012, in Beijing to discuss Rambus's display technology, which was covered by Rambus's patent portfolio that included the '660 patent. Upon information and belief, at that meeting, Lenovo was interested in applying Rambus's technology to make its displays thinner and lighter. Upon information and belief, Lenovo was also interested in improving the battery life and power efficiency of displays in tablets and smart phones. At the time of that meeting, Rambus owned a portfolio that included the patents-in-suit and/or their applications, and those patents are directed at the same goals of making displays thinner and lighter, while improving efficiency. Upon information and belief, Lenovo acknowledged that Rambus's technologies were technologically interesting but that Lenovo needed an internal technology assessment. Upon information and belief, Lenovo continued to meet and correspond with Rambus to discuss licensing the patent portfolio that included the patents-in-suit. For example, upon information and belief, in March 2012, Lenovo again met with Rambus to discuss Rambus's technology and patent portfolio, which included the '660 patent. Upon information and belief, at that meeting, Lenovo again expressed interested in Rambus's display technology.

36. Lenovo further became aware of the '660 patent on December 31, 2013, when Plaintiffs filed a complaint against Lenovo in this District, asserting infringement of the '660 patent, *i.e.*, in the First Lawsuit. In the First Lawsuit, Plaintiffs identified their initial list of

accused Lenovo products on August 22, 2014. Plaintiffs served Lenovo with preliminary infringement contentions on November 21, 2014.

37. Lenovo's acts of infringement of the '660 patent have been willful and intentional. Since at least the above-mentioned date of notice, Lenovo has acted with an objectively high likelihood that its actions constituted infringement of the '660 patent by refusing to take a license and continuing to make, sell, and import display products that include all of the limitations of one or more claims of the '660 patent, and the objectively-defined risk of infringement was either known or so obvious that it should have been known. Lenovo has known about the '660 patent since as least as early as February 16, 2012. Lenovo has been aware that it infringes the '660 patent since at least then. Instead of taking a license during that time, Lenovo has opted to make the business decision to "efficiently infringe" the '660 patent. In doing so, Lenovo has willfully infringed the patents-in-suit.

38. Upon information and belief, since at least the above-mentioned date when Lenovo became aware of its infringement, Lenovo has actively induced, under U.S.C. § 271(b), third-party manufacturers, distributors, importers and/or consumers that purchase or sell display products that include all of the limitations of one or more claims of the '660 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display, to directly infringe one or more claims of the '660 patent. Since at least the notice provided on the above-mentioned date, Lenovo does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '660 patent. Upon information and belief, Lenovo intends to cause, and has taken affirmative steps to induce, infringement by these third-party manufacturers, distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of display products, creating

established distribution channels for these products into and within the United States, purchasing these products, manufacturing these products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

39. As a direct and proximate result of these acts of patent infringement, Lenovo has encroached on the exclusive rights of IDT and its licensees to practice the '660 patent, for which IDT is entitled to at least a reasonable royalty.

COUNT II

Patent Infringement of U.S. Patent No. 7,434,973

40. Plaintiffs repeat and re-allege each and every allegation of paragraphs 1-39 as though fully set forth herein.

41. The '973 patent is valid and enforceable.

42. Upon information and belief, Lenovo has never been licensed, either expressly or impliedly, under the '973 patent for the accused display products in this case. For clarity, while many parties have taken licenses to the patents-in-suit, Plaintiffs are not accusing any licensed products in this lawsuit.

43. Upon information and belief, to the extent any marking or notice was required by 35 U.S.C. § 287, DDG and its predecessors have complied with the requirements of that statute by providing actual or constructive notice to Lenovo of its alleged infringement. Upon information and belief, DDG surmises that any express licensees of the '973 patent have complied with the marking requirements of 35 U.S.C. § 287 by placing a notice of the '973 patent on all goods made, offered for sale, sold within, and/or imported into the United States that embody one or more claims of that patent.

44. Upon information and belief, Lenovo has been directly infringing under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, and/or indirectly infringing, by way of inducement with specific intent under 35 U.S.C. § 271(b), the '973 patent by making, using, offering to sell, and/or selling to third-party distributors, and/or consumers (directly or through intermediaries and/or subsidiaries) in this District and elsewhere within the United States and/or importing into the United States, without authority, display products that include all of the limitations of one or more claims of the '973 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display. The edge-lit backlights for LCDs in these infringing display products include a light emitting panel member with at least one input edge. To direct light into the panel member, light sources are optically coupled to different portions of the width of the input edge. The panel member includes a pattern of individual light extracting deformities associated with respective light sources, with the deformities being projections/depressions for producing a desired light output, *e.g.*, an output for illuminating an LCD. The deformities have a length and width substantially smaller than the length and width of the surface on/in which those deformities are found. The deformities that are in close proximity to the input edge of the panel member increase in, for example, density and/or size as the distance of the deformities from the respective light sources increases across the width of the panel member. Also for example, the density and/or size of the deformities in close proximity to the input edge is greatest at approximate midpoints between adjacent pairs of the light sources. By incorporating the fundamental inventions covered by the '973 patent, Lenovo can make improved products, including but not limited to, products with longer displays, thinner displays, and/or displays with a higher light output, a more uniform light output, a lower power requirement, and/or a longer battery life.

45. Upon information and belief, distributors, consumers, and other parties that purchase Lenovo's display products that include all of the limitations of one or more claims of the '973 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display, also directly infringe, either literally or under the doctrine of equivalents, under 35 U.S.C. § 271(a), the '973 patent by using, offering to sell, and/or selling to third-party distributors or consumers (directly or through intermediaries and/or subsidiaries) in this District and elsewhere within the United States and/or importing into the United States, those infringing display products.

46. Upon information and belief, the third-party manufacturers, distributors, and importers that sell display products to Lenovo that include all of the limitations of one or more claims of the '973 patent, also directly infringe, either literally or under the doctrine of equivalents, under 35 U.S.C. § 271(a), the '973 patent by making, offering to sell, and/or selling (directly or through intermediaries and/or subsidiaries) infringing display products in this District and elsewhere within the United States and/or importing infringing products into the United States.

47. Upon information and belief, Lenovo had knowledge of the '973 patent and its infringing conduct at least since February 16, 2012, as described below and through Plaintiffs' filing of the First Lawsuit.

48. Upon information and belief, Lenovo met with Rambus on February 16, 2012, in Beijing to discuss Rambus's display technology, which was covered by Rambus's patent portfolio that included the '973 patent. Upon information and belief, at that meeting, Lenovo was interested in applying Rambus's technology to make its displays thinner and lighter. Upon information and belief, Lenovo was also interested in improving the battery life and power

efficiency of displays in tablets and smart phones. At the time of that meeting, Rambus owned a portfolio that included the patents-in-suit and/or their applications, and those patents are directed at the same goals of making displays thinner and lighter, while improving efficiency. Upon information and belief, Lenovo acknowledged that Rambus's technologies were technologically interesting but that Lenovo needed an internal technology assessment. Upon information and belief, Lenovo continued to meet and correspond with Rambus to discuss licensing the patent portfolio that included the patents-in-suit. For example, upon information and belief, in March 2012, Lenovo again met with Rambus to discuss Rambus's technology and patent portfolio, which included the '973 patent. Upon information and belief, at that meeting, Lenovo again expressed interested in Rambus's display technology.

49. Lenovo further became aware of the '973 patent on December 31, 2013, when Plaintiffs filed a complaint against Lenovo in this District, asserting infringement of the '973 patent, *i.e.*, in the First Lawsuit. In the First Lawsuit, Plaintiffs identified their initial list of accused Lenovo products on August 22, 2014. Plaintiffs served Lenovo with preliminary infringement contentions on November 21, 2014.

50. Lenovo's acts of infringement of the '973 patent have been willful and intentional. Since at least the above-mentioned date of notice, Lenovo has acted with an objectively high likelihood that its actions constituted infringement of the '973 patent by refusing to take a license and continuing to make, sell, and import display products that include all of the limitations of one or more claims of the '973 patent, and the objectively-defined risk of infringement was either known or so obvious that it should have been known. Lenovo has known about the '973 patent since as least as early as February 16, 2012. Lenovo has been aware that it infringes the '973 patent since at least then. Instead of taking a license during that time, Lenovo

has opted to make the business decision to “efficiently infringe” the ’973 patent. In doing so, Lenovo has willfully infringed the patents-in-suit.

51. Upon information and belief, since at least the above-mentioned date when Lenovo became aware of its infringement, Lenovo has actively induced, under U.S.C. § 271(b), third-party manufacturers, distributors, importers and/or consumers that purchase or sell display products that include all of the limitations of one or more claims of the ’973 patent, including but not limited to laptops, desktops, and tablets with edge-lit backlights for illuminating a liquid crystal display, to directly infringe one or more claims of the ’973 patent. Since at least the notice provided on the above-mentioned date, Lenovo does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the ’973 patent. Upon information and belief, Lenovo intends to cause, and has taken affirmative steps to induce, infringement by these third-party manufacturers, distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of display products, creating established distribution channels for these products into and within the United States, purchasing these products, manufacturing these products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States.

52. As a direct and proximate result of these acts of patent infringement, Lenovo has encroached on the exclusive rights of DDG and its licensees to practice the ’973 patent, for which DDG is entitled to at least a reasonable royalty.

CONCLUSION

53. Plaintiffs are entitled to recover from Lenovo the damages sustained by Plaintiffs as a result of Lenovo's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court.

54. Plaintiffs have incurred and will incur attorneys' fees, costs, and expenses in the prosecution of this action. The circumstances of this dispute create an exceptional case within the meaning of 35 U.S.C. § 285, and Plaintiffs are entitled to recover their reasonable and necessary attorneys' fees, costs, and expenses.

JURY DEMAND

55. Plaintiffs hereby request a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

56. Plaintiffs respectfully request that the Court find in its favor and against Lenovo, and that the Court grant Plaintiffs the following relief:

- A. A judgment that Lenovo has infringed the patents-in-suit as alleged herein, directly and/or indirectly by way of inducing infringement of such patents;
- B. A judgment for an accounting of all damages sustained by Plaintiffs as a result of the acts of infringement by Lenovo;
- C. A judgment and order requiring Lenovo to pay Plaintiffs damages under 35 U.S.C. § 284, including up to treble damages for willful infringement as provided by 35 U.S.C. § 284, and any royalties determined to be appropriate;
- D. A judgment and order requiring Lenovo to pay Plaintiffs pre-judgment and post-judgment interest on the damages awarded;

- E. A judgment and order finding this to be an exceptional case and requiring Lenovo to pay the costs of this action (including all disbursements) and attorneys' fees as provided by 35 U.S.C. § 285; and
- F. Such other and further relief as the Court deems just and equitable.

Dated: March 24, 2016

Respectfully submitted,

Of Counsel:

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