

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

KENEXA BRASSRING, INC.,

Plaintiff,

v.

HIREABILITY.COM, LLC,
SAPIEN LLC,
HIREBRIDGE, LLC,
MAIN SEQUENCE TECHNOLOGY, INC.,
QFETCH, LLC, and
SENDOUTS, LLC,

Defendants.

Civil Action No.: _____

COMPLAINT FOR PATENT INFRINGEMENT

I. PARTIES

1. Plaintiff Kenexa BrassRing, Inc. (“Kenexa BrassRing”) is a Delaware corporation having offices at 650 East Swedesford Road, Wayne, Pennsylvania 19087 and at 343 Winter Street, Waltham, Massachusetts 02451.

2. On information and belief, defendant HireAbility.com, LLC (“HireAbility”) has been an entity organized under the laws of New Hampshire and having a place of business at 25 Nashua Road, Suite C6, Londonderry, New Hampshire 03053.

3. On information and belief, defendant Sapien LLC (“Sapien”) has been an entity organized under the laws of New Jersey, having its headquarters at 10 North Park Place, Morristown, New Jersey 07960, and other business locations, including Boston, Massachusetts.

4. On information and belief, defendant Hirebridge, LLC (“Hirebridge”) has been an entity organized under the laws of Florida and having a place of business at 2423 North University Drive, Coral Springs, Florida 33065.

5. On information and belief, defendant Main Sequence Technology, Inc. (“Main Sequence”) has been an entity organized under the laws of Ohio and having a place of business at 4420 Sherwin Road, Willoughby, Ohio 44904.

6. On information and belief, defendant Qfetch, LLC (“Qfetch”) has been an entity organized under the laws of Virginia and having a place of business at 43341 Julie Martin Court, Ashburn, Virginia 20147.

7. On information and belief, defendant Sendouts, LLC (“Sendouts”) has been an entity organized under the laws of Missouri and having a place of business at 200 South Hanley Road, Suite 620, Saint Louis, Missouri 63105.

II. BACKGROUND

8. This action for patent infringement arises under the patent laws of the United States, 35 U.S.C. §§1 *et seq.*

9. Kenexa BrassRing is the owner of all rights, title and interest – including the right to bring a suit for patent infringement – in U.S. Patent No. 5,999,939, entitled “System and Method for Displaying and Entering Interactively Modified Stream Data into a Structured Form” (“the ’939 Patent”) (copy attached as Exhibit A, hereto).

10. Kenexa BrassRing is the owner of all rights, title and interest – including the right to bring a suit for patent infringement – in U.S. Patent No. 6,996,561, entitled “System and

Method for Interactively Entering Data into a Database” (“the ’561 Patent”) (copy attached as Exhibit B, hereto).

11. Kenexa BrassRing is the owner of all rights, title and interest – including the right to bring a suit for patent infringement – in U.S. Patent No. 7,958,059, entitled “System and Method for Interactively Entering Data into a Database” (“the ’059 Patent”) (copy attached as Exhibit C, hereto).

12. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

III. CLAIMS FOR RELIEF

A. Claims for Relief for Infringements of the ’939 Patent

13. Kenexa BrassRing incorporates by reference each of the foregoing paragraphs 1-12, as if fully stated herein.

14. The ’939 Patent discloses and claims methods for facilitating the accurate transfer of information into a “structured database.”

1. HireAbility’s Infringement of the ’939 Patent

15. Defendant HireAbility, at least on account of implementations of its “ALEX” software products/services, has directly and/or indirectly infringed one or more method claims of the ’939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

16. HireAbility’s direct infringements – and/or the direct infringements of others, for which HireAbility would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the ’939 Patent, either literally or by equivalents.

17. Defendant HireAbility – or others for which HireAbility is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

18. On information and belief, defendant HireAbility has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, HireAbility had knowledge of and intended to cause direct infringement by others or HireAbility willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of the '939 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '939 Patent and its infringement.

19. On information and belief, defendant HireAbility is a contributory infringer of one or more method claims of the '939 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action HireAbility had knowledge of the '939 Patent and intended to cause direct infringement by others, or HireAbility willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of the '939 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '939 Patent and its infringement.

20. Kenexa BrassRing has sustained damages as a result of HireAbility's direct and/or indirect infringement of the '939 Patent identified herein and HireAbility is liable for such damages in this action, including pre-suit damages.

21. Kenexa BrassRing has no adequate remedy at law for HireAbility's continued infringement of the '939 Patent such that the Court must enjoin HireAbility from further acts of infringement.

22. On information and belief, HireAbility's direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to HireAbility of the '939 Patent and of its infringing acts, should HireAbility contend that it did not previously have knowledge of its infringement of the '939 Patent.

23. HireAbility's infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

2. Sapien's Infringement of the '939 Patent

24. Defendant Sapien – at least on account of its “HRMS ATS module” and/or other products/services wherein Sapien claims to have “integrated HireAbility's resume parsing technology” – has directly and/or indirectly infringed one or more method claims of the '939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

25. Sapien's direct infringements – and/or the direct infringements of others, for which Sapien would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '939 Patent, either literally or by equivalents.

26. Sapien – or others for which Sapien is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

27. On information and belief, Sapien has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sapien had knowledge of and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Sapien of the '939 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '939 Patent and its infringement.

28. On information and belief, Sapien is a contributory infringer of one or more method claims of the '939 Patent, at least because Sapien sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Sapien had knowledge of the '939 Patent and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Sapien of the '939 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '939 Patent and its infringement.

29. Kenexa BrassRing has sustained damages as a result of Sapien's direct and/or indirect infringement of the '939 Patent identified herein and Sapien is liable for such damages in this action, including pre-suit damages.

30. Kenexa BrassRing has no adequate remedy at law for Sapien's continued infringement of the '939 Patent such that the Court must enjoin Sapien from further acts of infringement.

31. On information and belief, Sapien's direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sapien of the '939 Patent and of its infringing acts, should Sapien contend that it did not previously have knowledge of its infringement of the '939 Patent.

32. Sapien's infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

3. Hirebridge's Infringement of the '939 Patent

33. Defendant Hirebridge – at least on account of its “Hirebridge Recruiter” products/services, their “Resume Parsing” features, and/or products/services available through the internet that purport to be “Powered by Hirebridge” – has directly and/or indirectly infringed one or more method claims of the '939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

34. Hirebridge's direct infringements – and/or the direct infringements of others, for which Hirebridge would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '939 Patent, either literally or by equivalents.

35. Defendant Hirebridge – or others for which Hirebridge is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

36. On information and belief, defendant Hirebridge has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Hirebridge had knowledge of and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '939 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '939 Patent and its infringement.

37. On information and belief, defendant Hirebridge is a contributory infringer of one or more method claims of the '939 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Hirebridge had knowledge of the '939 Patent and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '939 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '939 Patent and its infringement.

38. Kenexa BrassRing has sustained damages as a result of Hirebridge's direct and/or indirect infringement of the '939 Patent identified herein and Hirebridge is liable for such damages in this action, including pre-suit damages.

39. Kenexa BrassRing has no adequate remedy at law for Hirebridge's continued infringement of the '939 Patent such that the Court must enjoin Hirebridge from further acts of infringement.

40. On information and belief, Hirebridge's direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Hirebridge of the '939 Patent and of its infringing acts, should Hirebridge contend that it did not previously have knowledge of its infringement of the '939 Patent.

41. Hirebridge's infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

4. Main Sequence's Infringement of the '939 Patent

42. Defendant Main Sequence – at least on account of its “PCRecruiter” products/services and/or its “Applicant Job Board” features thereof – has directly and/or indirectly infringed one or more method claims of the '939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

43. Main Sequence's direct infringements – and/or the direct infringements of others, for which Main Sequence would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '939 Patent, either literally or by equivalents.

44. Main Sequence – or others for which Main Sequence is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

45. On information and belief, Main Sequence has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Main Sequence had knowledge of and intended to cause direct infringement by others or Main Sequence willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '939 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '939 Patent and its infringement.

46. On information and belief, Main Sequence is a contributory infringer of the method claims of the '939 Patent, at least because Main Sequence sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Main Sequence had knowledge of the '939 Patent and intended to cause direct infringement by others, or Main Sequence willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '939 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '939 Patent and its infringement.

47. Kenexa BrassRing has sustained damages as a result of Main Sequence's direct and/or indirect infringement of the '939 Patent identified herein and Main Sequence is liable for such damages in this action, including pre-suit damages.

48. Kenexa BrassRing has no adequate remedy at law for Main Sequence's continued infringement of the '939 Patent such that the Court must enjoin Main Sequence from further acts of infringement.

49. On information and belief, Main Sequence's direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Main Sequence of the '939 Patent and of its infringing acts, should Main Sequence contend that it did not previously have knowledge of its infringement of the '939 Patent.

50. Main Sequence's infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

5. Qfetch's Infringement of the '939 Patent

51. Defendant Qfetch – at least on account of its www.corp-corp.com “job portal” and/or its “Candidate Signup” products/services – has directly and/or indirectly infringed one or more method claims of the '939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

52. Qfetch's direct infringements – and/or the direct infringements of others, for which Qfetch would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '939 Patent, either literally or by equivalents.

53. Qfetch – or others for which Qfetch is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

54. On information and belief, Qfetch has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Qfetch had knowledge of and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '939 Patent and of such infringing acts, should Qfetch contend that it did not have such prior knowledge of the '939 Patent and its infringement.

55. On information and belief, Qfetch is a contributory infringer of one or more method claims of the '939 Patent, at least because Qfetch sell, offer to sell, or import into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Qfetch had knowledge of the '939 Patent and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '939 Patent and of such infringing acts, should Qfetch contend that it did not have such prior knowledge of the '939 Patent and its infringement.

56. Kenexa BrassRing has sustained damages as a result of Qfetch's direct and/or indirect infringement of the '939 Patent identified herein and Qfetch is liable for such damages in this action, including pre-suit damages.

57. Kenexa BrassRing has no adequate remedy at law for Qfetch's continued infringement of the '939 Patent such that the Court must enjoin Qfetch from further acts of infringement.

58. On information and belief, Qfetch's direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Qfetch of the '939 Patent and of its infringing acts, should Qfetch contend that it did not previously have knowledge of its infringement of the '939 Patent.

59. Qfetch's infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

6. Sendouts' Infringement of the '939 Patent

60. Defendant Sendouts, at least on account of its "Recruiting Solutions" and/or "New Candidate Registration" products/services, has directly and/or indirectly infringed one or more method claims of the '939 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

61. Sendouts' direct infringements – and/or the direct infringements of others, for which Sendouts would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '939 Patent, either literally or by equivalents.

62. Defendant Sendouts – or others for which Sendouts is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '939 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '939 Patent.

63. On information and belief, defendant Sendouts has actively induced infringement of the '939 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '939 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sendouts had knowledge of and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '939 Patent and of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '939 Patent and its infringement.

64. On information and belief, defendant Sendouts is a contributory infringer of one or more method claims of the '939 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '939 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Sendouts had knowledge of the '939 Patent and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '939 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '939 Patent and of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '939 Patent and its infringement.

65. Kenexa BrassRing has sustained damages as a result of Sendouts' direct and/or indirect infringement of the '939 Patent identified herein and Sendouts is liable for such damages in this action, including pre-suit damages.

66. Kenexa BrassRing has no adequate remedy at law for Sendouts' continued infringement of the '939 Patent such that the Court must enjoin Sendouts from further acts of infringement.

67. On information and belief, Sendouts' direct and/or indirect infringement of the '939 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sendouts of the '939 Patent and of its infringing acts, should Sendouts contend that it did not previously have knowledge of its infringement of the '939 Patent.

68. Sendouts' infringement of the '939 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

B. Claims for Relief for Infringements of the '561 Patent

69. Kenexa BrassRing incorporates by reference each of the foregoing paragraphs 1-12, as if fully stated herein.

70. The '561 Patent discloses and claims methods for facilitating the accurate transfer of information into a "structured database."

1. HireAbility's Infringement of the '561 Patent

71. Defendant HireAbility, at least on account of implementations of its "ALEX" software products/services, has directly and/or indirectly infringed one or more method claims of

the '561 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

72. HireAbility's direct infringements – and/or the direct infringements of others, for which HireAbility would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

73. Defendant HireAbility – or others for which HireAbility is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

74. On information and belief, defendant HireAbility has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, HireAbility had knowledge of and intended to cause direct infringement by others or HireAbility willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of the '561 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '561 Patent and its infringement.

75. On information and belief, defendant HireAbility is a contributory infringer of one or more method claims of the '561 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this

action HireAbility had knowledge of the '561 Patent and intended to cause direct infringement by others or HireAbility willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of the '561 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '561 Patent and its infringement.

76. Kenexa BrassRing has sustained damages as a result of HireAbility's direct and/or indirect infringement of the '561 Patent identified herein and HireAbility is liable for such damages in this action, including pre-suit damages.

77. Kenexa BrassRing has no adequate remedy at law for HireAbility's continued infringement of the '561 Patent such that the Court must enjoin HireAbility from further acts of infringement.

78. On information and belief, HireAbility's direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to HireAbility of the '561 Patent and of its infringing acts, should HireAbility contend that it did not previously have knowledge of its infringement of the '561 Patent.

79. HireAbility's infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

2. Sapien's Infringement of the '561 Patent

80. Defendant Sapien – at least on account of its “HRMS ATS module” and/or other products/services wherein Sapien claims to have “integrated HireAbility's resume parsing technology” – has directly and/or indirectly infringed one or more method claims of the '561

Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

81. Sapien's direct infringements – and/or the direct infringements of others, for which Sapien would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

82. Sapien – or others for which Sapien is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

83. On information and belief, Sapien has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sapien had knowledge of and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Sapien of the '561 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '561 Patent and its infringement.

84. On information and belief, Sapien is a contributory infringer of one or more method claims of the '561 Patent, at least because Sapien sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this

action Sapien had knowledge of the '561 Patent and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Sapien of the '561 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '561 Patent and its infringement.

85. Kenexa BrassRing has sustained damages as a result of Sapien's direct and/or indirect infringement of the '561 Patent identified herein and Sapien is liable for such damages in this action, including pre-suit damages.

86. Kenexa BrassRing has no adequate remedy at law for Sapien's continued infringement of the '561 Patent such that the Court must enjoin Sapien from further acts of infringement.

87. On information and belief, Sapien's direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sapien of the '561 Patent and of its infringing acts, should Sapien contend that it did not previously have knowledge of its infringement of the '561 Patent.

88. Sapien's infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

3. Hirebridge's Infringement of the '561 Patent

89. Defendant Hirebridge – at least on account of its “Hirebridge Recruiter” products/services, their “Resume Parsing” features, and/or products/services available through the internet that purport to be “Powered by Hirebridge” – has directly and/or indirectly infringed

one or more method claims of the '561 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

90. Hirebridge's direct infringements – and/or the direct infringements of others, for which Hirebridge would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

91. Defendant Hirebridge – or others for which Hirebridge is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

92. On information and belief, defendant Hirebridge has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Hirebridge had knowledge of and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '561 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '561 Patent and its infringement.

93. On information and belief, defendant Hirebridge is a contributory infringer of one or more method claims of the '561 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this

action Hirebridge had knowledge of the '561 Patent and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '561 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '561 Patent and its infringement.

94. Kenexa BrassRing has sustained damages as a result of Hirebridge's direct and/or indirect infringement of the '561 Patent identified herein and Hirebridge is liable for such damages in this action, including pre-suit damages.

95. Kenexa BrassRing has no adequate remedy at law for Hirebridge's continued infringement of the '561 Patent such that the Court must enjoin Hirebridge from further acts of infringement.

96. On information and belief, Hirebridge's direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Hirebridge of the '561 Patent and of its infringing acts, should Hirebridge contend that it did not previously have knowledge of its infringement of the '561 Patent.

97. Hirebridge's infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

4. Main Sequence's Infringement of the '561 Patent

98. Defendant Main Sequence – at least on account of its “PCRecruiter” products/services and/or its “Applicant Job Board” features thereof – has directly and/or indirectly infringed one or more method claims of the '561 Patent, in violation of one or more

subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

99. Main Sequence's direct infringements – and/or the direct infringements of others, for which Main Sequence would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

100. Main Sequence – or others for which Main Sequence is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

101. On information and belief, Main Sequence has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Main Sequence had knowledge of and intended to cause direct infringement by others or Main Sequence willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '561 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '561 Patent and its infringement.

102. On information and belief, Main Sequence is a contributory infringer of one or more method claims of the '561 Patent, at least because Main Sequence sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief,

prior to this action Main Sequence had knowledge of the '561 Patent and intended to cause direct infringement by others or Main Sequence willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '561 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '561 Patent and its infringement.

103. Kenexa BrassRing has sustained damages as a result of Main Sequence's direct and/or indirect infringement of the '561 Patent identified herein and Main Sequence is liable for such damages in this action, including pre-suit damages.

104. Kenexa BrassRing has no adequate remedy at law for Main Sequence's continued infringement of the '561 Patent such that the Court must enjoin Main Sequence from further acts of infringement.

105. On information and belief, Main Sequence's direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Main Sequence of the '561 Patent and of its infringing acts, should Main Sequence contend that it did not previously have knowledge of its infringement of the '561 Patent.

106. Main Sequence's infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

5. Qfetch's Infringement of the '561 Patent

107. Defendant Qfetch – at least on account of its www.corp-corp.com “job portal” and/or its “Candidate Signup” products/services – has directly and/or indirectly infringed one or

more method claims of the '561 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

108. Qfetch's direct infringements – and/or the direct infringements of others, for which Qfetch would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

109. Qfetch – or others for which Qfetch is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

110. On information and belief, Qfetch has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Qfetch had knowledge of and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '561 Patent and of such infringing acts, should Qfetch contend that it did not have such prior knowledge of the '561 Patent and its infringement.

111. On information and belief, Qfetch is a contributory infringer of one or more method claims of the '561 Patent, at least because Qfetch sell, offer to sell, or import into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this

action Qfetch had knowledge of the '561 Patent and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '561 Patent and of such infringing acts, should Qfetch contend that it did not have such prior knowledge of the '561 Patent and its infringement.

112. Kenexa BrassRing has sustained damages as a result of Qfetch's direct and/or indirect infringement of the '561 Patent identified herein and Qfetch is liable for such damages in this action, including pre-suit damages.

113. Kenexa BrassRing has no adequate remedy at law for Qfetch's continued infringement of the '561 Patent such that the Court must enjoin Qfetch from further acts of infringement.

114. On information and belief, Qfetch's direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Qfetch of the '561 Patent and of its infringing acts, should Qfetch contend that it did not previously have knowledge of its infringement of the '561 Patent.

115. Qfetch's infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

6. Sendouts' Infringement of the '561 Patent

116. Defendant Sendouts, at least on account of its "Recruiting Solutions" and/or "New Candidate Registration" products/services, has directly and/or indirectly infringed one or

more method claims of the '561 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

117. Sendouts' direct infringements – and/or the direct infringements of others, for which Sendouts would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '561 Patent, either literally or by equivalents.

118. Defendant Sendouts – or others for which Sendouts is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '561 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '561 Patent.

119. On information and belief, defendant Sendouts has actively induced infringement of the '561 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '561 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sendouts had knowledge of and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '561 Patent and of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '561 Patent and its infringement.

120. On information and belief, defendant Sendouts is a contributory infringer of one or more method claims of the '561 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '561 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this

action Sendouts had knowledge of the '561 Patent and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '561 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '561 Patent and of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '561 Patent and its infringement.

121. Kenexa BrassRing has sustained damages as a result of Sendouts' direct and/or indirect infringement of the '561 Patent identified herein and Sendouts is liable for such damages in this action, including pre-suit damages.

122. Kenexa BrassRing has no adequate remedy at law for Sendouts' continued infringement of the '561 Patent such that the Court must enjoin Sendouts from further acts of infringement.

123. On information and belief, Sendouts' direct and/or indirect infringement of the '561 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sendouts of the '561 Patent and of its infringing acts, should Sendouts contend that it did not previously have knowledge of its infringement of the '561 Patent.

124. Sendouts' infringement of the '561 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

C. Claims for Relief for Infringements of the '059 Patent

125. Kenexa BrassRing incorporates by reference each of the foregoing paragraphs 1-12, as if fully stated herein.

126. The '059 Patent discloses and claims methods for facilitating the accurate transfer of information into a “structured database.”

1. HireAbility's Infringement of the '059 Patent

127. Defendant HireAbility, at least on account of implementations of its “ALEX” software products/services, has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

128. HireAbility's direct infringements – and/or the direct infringements of others, for which HireAbility would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

129. Defendant HireAbility – or others for which HireAbility is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

130. On information and belief, defendant HireAbility has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, HireAbility had knowledge of and intended to cause direct infringement by others or HireAbility willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of

the '059 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '059 Patent and its infringement.

131. On information and belief, defendant HireAbility is a contributory infringer of one or more method claims of the '059 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action HireAbility had knowledge of the '059 Patent and intended to cause direct infringement by others or HireAbility willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to HireAbility of the '059 Patent and of such infringing acts, should HireAbility contend that it did not have such prior knowledge of the '059 Patent and its infringement.

132. Kenexa BrassRing has sustained damages as a result of HireAbility's direct and/or indirect infringement of the '059 Patent identified herein and HireAbility is liable for such damages in this action, including pre-suit damages.

133. Kenexa BrassRing has no adequate remedy at law for HireAbility's continued infringement of the '059 Patent such that the Court must enjoin HireAbility from further acts of infringement.

134. On information and belief, HireAbility's direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to HireAbility of the '059 Patent and of its infringing

acts, should HireAbility contend that it did not previously have knowledge of its infringement of the '059 Patent.

135. HireAbility's infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

2. Sapien's Infringement of the '059 Patent

136. Defendant Sapien – at least on account of its “HRMS ATS module” and/or other products/services wherein Sapien claims to have “integrated HireAbility's resume parsing technology” – has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

137. Sapien's direct infringements – and/or the direct infringements of others, for which Sapien would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

138. Sapien – or others for which Sapien is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

139. On information and belief, Sapien has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sapien had knowledge of and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '059 Patent and such infringement.

Moreover, this Complaint will serve as notice to Sapien of the '059 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '059 Patent and its infringement.

140. On information and belief, Sapien is a contributory infringer of one or more method claims of the '059 Patent, at least because Sapien sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Sapien had knowledge of the '059 Patent and intended to cause direct infringement by others or Sapien willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Sapien of the '059 Patent and of such infringing acts, should Sapien contend that it did not have such prior knowledge of the '059 Patent and its infringement.

141. Kenexa BrassRing has sustained damages as a result of Sapien's direct and/or indirect infringement of the '059 Patent identified herein and Sapien is liable for such damages in this action, including pre-suit damages.

142. Kenexa BrassRing has no adequate remedy at law for Sapien's continued infringement of the '059 Patent such that the Court must enjoin Sapien from further acts of infringement.

143. On information and belief, Sapien's direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sapien of the '059 Patent and of its infringing acts,

should Sapien contend that it did not previously have knowledge of its infringement of the '059 Patent.

144. Sapien's infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

3. Hirebridge's Infringement of the '059 Patent

145. Defendant Hirebridge – at least on account of its “Hirebridge Recruiter” products/services, their “Resume Parsing” features, and/or products/services available through the internet that purport to be “Powered by Hirebridge” – has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

146. Hirebridge's direct infringements – and/or the direct infringements of others, for which Hirebridge would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

147. Defendant Hirebridge – or others for which Hirebridge is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

148. On information and belief, defendant Hirebridge has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Hirebridge had knowledge of and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '059

Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '059 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '059 Patent and its infringement.

149. On information and belief, defendant Hirebridge is a contributory infringer of one or more method claims of the '059 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Hirebridge had knowledge of the '059 Patent and intended to cause direct infringement by others or Hirebridge willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Hirebridge of the '059 Patent and of such infringing acts, should Hirebridge contend that it did not have such prior knowledge of the '059 Patent and its infringement.

150. Kenexa BrassRing has sustained damages as a result of Hirebridge's direct and/or indirect infringement of the '059 Patent identified herein and Hirebridge is liable for such damages in this action, including pre-suit damages.

151. Kenexa BrassRing has no adequate remedy at law for Hirebridge's continued infringement of the '059 Patent such that the Court must enjoin Hirebridge from further acts of infringement.

152. On information and belief, Hirebridge's direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Hirebridge of the '059 Patent and of its infringing

acts, should Hirebridge contend that it did not previously have knowledge of its infringement of the '059 Patent.

153. Hirebridge's infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

4. Main Sequence's Infringement of the '059 Patent

154. Defendant Main Sequence – at least on account of its “PCRecruiter” products/services and/or its “Applicant Job Board” features thereof – has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

155. Main Sequence's direct infringements – and/or the direct infringements of others, for which Main Sequence would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

156. Main Sequence – or others for which Main Sequence is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

157. On information and belief, Main Sequence has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Main Sequence had knowledge of and intended to cause direct infringement by others or Main Sequence willfully blinded itself to the existence of the '059

Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '059 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '059 Patent and its infringement.

158. On information and belief, Main Sequence is a contributory infringer of one or more method claims of the '059 Patent, at least because Main Sequence sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Main Sequence had knowledge of the '059 Patent and intended to cause direct infringement by others or Main Sequence willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Main Sequence of the '059 Patent and of such infringing acts, should Main Sequence contend that it did not have such prior knowledge of the '059 Patent and its infringement.

159. Kenexa BrassRing has sustained damages as a result of Main Sequence's direct and/or indirect infringement of the '059 Patent identified herein and Main Sequence is liable for such damages in this action, including pre-suit damages.

160. Kenexa BrassRing has no adequate remedy at law for Main Sequence's continued infringement of the '059 Patent such that the Court must enjoin Main Sequence from further acts of infringement.

161. On information and belief, Main Sequence's direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Main Sequence of the '059 Patent and of its

infringing acts, should Main Sequence contend that it did not previously have knowledge of its infringement of the '059 Patent.

162. Main Sequence's infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

5. Qfetch's Infringement of the '059 Patent

163. Defendant Qfetch – at least on account of its www.corp-corp.com “job portal” and/or its “Candidate Signup” products/services – has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

164. Qfetch's direct infringements – and/or the direct infringements of others, for which Qfetch would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

165. Qfetch – or others for which Qfetch is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

166. On information and belief, Qfetch has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Qfetch had knowledge of and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '059 Patent and of such infringing

acts, should Qfetch contend that it did not have such prior knowledge of the '059 Patent and its infringement.

167. On information and belief, Qfetch is a contributory infringer of one or more method claims of the '059 Patent, at least because Qfetch sell, offer to sell, or import into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Qfetch had knowledge of the '059 Patent and intended to cause direct infringement by others or Qfetch willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Qfetch of the '059 Patent and of such infringing acts, should Qfetch contend that it did not have such prior knowledge of the '059 Patent and its infringement.

168. Kenexa BrassRing has sustained damages as a result of Qfetch's direct and/or indirect infringement of the '059 Patent identified herein and Qfetch is liable for such damages in this action, including pre-suit damages.

169. Kenexa BrassRing has no adequate remedy at law for Qfetch's continued infringement of the '059 Patent such that the Court must enjoin Qfetch from further acts of infringement.

170. On information and belief, Qfetch's direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Qfetch of the '059 Patent and of its infringing acts,

should Qfetch contend that it did not previously have knowledge of its infringement of the '059 Patent.

171. Qfetch's infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

6. Sendouts' Infringement of the '059 Patent

172. Defendant Sendouts, at least on account of its "Recruiting Solutions" and/or "New Candidate Registration" products/services, has directly and/or indirectly infringed one or more method claims of the '059 Patent, in violation of one or more subsections of 35 U.S.C. §271 – including at least one or more of subsections §271(a), (b), (c), (f) and (g).

173. Sendouts' direct infringements – and/or the direct infringements of others, for which Sendouts would be liable as an indirect infringer – satisfy all the limitations of one or more method claims of the '059 Patent, either literally or by equivalents.

174. Defendant Sendouts – or others for which Sendouts is liable as an indirect infringer – has sold or offered to sell services involving the performance of acts that are within the scope of one or more method claims of the '059 Patent and/or has made, used, sold, offered to sell, or imported into the U.S. products made by methods claimed in the '059 Patent.

175. On information and belief, defendant Sendouts has actively induced infringement of the '059 Patent, at least by intentionally encouraging the direct infringement of one or more method claims of the '059 Patent by customers, buyers, sellers and others. On information and belief, prior to this action, Sendouts had knowledge of and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '059 Patent and

of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '059 Patent and its infringement.

176. On information and belief, defendant Sendouts is a contributory infringer of one or more method claims of the '059 Patent, at least because it sells, offers to sell, or imports into the U.S. a material or apparatus for use in practicing one or more methods claimed in the '059 Patent, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in such infringement, and not a staple article or commodity of commerce suitable for substantial non-infringing use. On information and belief, prior to this action Sendouts had knowledge of the '059 Patent and intended to cause direct infringement by others or Sendouts willfully blinded itself to the existence of the '059 Patent and such infringement. Moreover, this Complaint will serve as notice to Sendouts of the '059 Patent and of such infringing acts, should Sendouts contend that it did not have such prior knowledge of the '059 Patent and its infringement.

177. Kenexa BrassRing has sustained damages as a result of Sendouts' direct and/or indirect infringement of the '059 Patent identified herein and Sendouts is liable for such damages in this action, including pre-suit damages.

178. Kenexa BrassRing has no adequate remedy at law for Sendouts' continued infringement of the '059 Patent such that the Court must enjoin Sendouts from further acts of infringement.

179. On information and belief, Sendouts' direct and/or indirect infringement of the '059 Patent is and has been willful and deliberate, justifying increased damages under 35 U.S.C. §284. This Complaint will serve as notice to Sendouts of the '059 Patent and of its infringing

acts, should Sendouts contend that it did not previously have knowledge of its infringement of the '059 Patent.

180. Sendouts' infringement of the '059 Patent is exceptional and entitles Kenexa BrassRing to an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

IV. DEMAND FOR JURY TRIAL

Kenexa BrassRing hereby demands a trial by jury of all issues so triable in this action.

V. PRAYER FOR RELIEF

WHEREFORE, Kenexa BrassRing respectfully requests the following relief:

- A. Enjoin each defendant and its respective affiliates, subsidiaries; officers, directors, employees, agents, representatives, licensees, successors, assigns – and all those acting for them, on their behalf, or in concert with them – from further infringement of each of the '939 Patent, the '561 Patent, and the '059 Patent as alleged herein.
- B. Award Kenexa BrassRing compensatory damages, costs, prejudgment interest, and postjudgment interest for the infringements of the '939 Patent, the '561 Patent, and the '059 Patent as alleged herein;
- C. Award Kenexa BrassRing treble damages per 35 U.S.C. §284;
- D. Declare the claims against each defendant to be “exceptional” under 35 U.S.C. §285 and award Kenexa BrassRing its reasonable attorneys' fees; and
- E. Award such other and further relief as this Court may deem just and proper.

Dated May 25, 2012

/s/ Matthew B. Lowrie
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