

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

WILDCAT INTELLECTUAL PROPERTY
HOLDINGS, LLC,

Plaintiff,

v.

1. ELECTRONIC ARTS INC.;
2. KONAMI DIGITAL ENTERTAINMENT, INC.;
3. PANINI AMERICA, INC.;
4. POKEMON USA, INC. n/k/a THE POKEMON
COMPANY INTERNATIONAL, INC.;
5. SONY COMPUTER ENTERTAINMENT
AMERICA LLC;
6. SONY ONLINE ENTERTAINMENT LLC;
7. THE TOPPS COMPANY, INC.;
8. WIZARDS OF THE COAST LLC; and,
9. ZYNGA INC.

Defendants.

Case No. 2:11-cv-305-JRG

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

1. This is an action for patent infringement in which Wildcat Intellectual Property Holdings, LLC (“Wildcat”) makes the following allegations against Electronic Arts Inc.; Konami Digital Entertainment, Inc.; Panini America, Inc.; Pokemon USA, Inc. n/k/a The Pokemon Company International, Inc.; Sony Computer Entertainment America LLC; Sony Online Entertainment LLC; The Topps Company, Inc.; Wizards of the Coast LLC and Zynga Inc.

PARTIES

2. Wildcat is a Texas Limited Liability Company with its principal place of business at 1700 Pacific Ave., Ste. 2320, Dallas, TX 75201.

3. On information and belief, Defendant Electronic Arts Inc. (“EA”) is a Delaware corporation with its principal place of business at 209 Redwood Shores Pkwy., Redwood City, CA 94065. EA may be served with process through its registered agent National Corporate Research, Ltd., 800 Brazos St., Ste. 400, Austin, TX 78701.

4. On information and belief, Defendant Konami Digital Entertainment, Inc. (“Konami”) is an Illinois corporation with its principle place of business at 2381 Rosecrans Ave., Ste. 200, El Segundo, CA 90245. Konami may be served with process through its registered agent Joji Kagei, 19191 S. Vermont Avenue, Suite 420, Torrance CA 90502-1051.

5. On information and belief, Defendant Panini America, Inc. (“Panini”) is a Delaware corporation with its principal place of business at 5325 FAA Blvd., Ste. 100, Irving, TX 75061. Panini may be served with process through its registered agent Corporation Service Company D/B/A CSC-Lawyers Incorporating Service Company, 211 E. 7th St., Ste. 620, Austin, TX 78701.

6. On information and belief, Defendant Pokemon USA, Inc. n/k/a The Pokemon Company International, Inc. (“Pokemon”) is a Delaware corporation with its principal place of business at 1177 Avenue of the Americas, Fl. 31, New York, NY 10036. Pokemon may be served with process through its registered agent CT Corporation System, 111 8th Ave., New York, NY 10011.

7. On information and belief, Defendant Sony Computer Entertainment America LLC (“SCEA”) is a Delaware limited liability company with its principal place of business at 919 East Hillside Blvd., Foster City, CA 94404. SCEA may be served with process through its registered agent Corporation Service Company D/B/A CSC-Lawyers Incorporating Service Company, 211 E. 7th St., Ste. 620, Austin, TX 78701.

8. On information and belief, Defendant Sony Online Entertainment LLC (“SOE”) is a Delaware limited liability company with its principal place of business at 8926 Terman Ct., San Diego, CA 92121. SOE may be served with process through its registered agent The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

9. On information and belief, Defendant The Topps Company, Inc. (“Topps”) is a Delaware corporation with its principal place of business at 1 Whitehall St., New York, NY 10004. On information and belief, Topps may be served with process through its Chairman Arthur T. Shorin at its principal place of business at 1 Whitehall St., New York, NY 10004.

10. On information and belief, Defendant Wizards of the Coast LLC (“Wizards”) is a Delaware limited liability company with its principal place of business at 1600 Lind Ave. SW, Ste. 400, Renton, WA 98055. Wizards may be served with process through its registered agent CT Corporation System, 1801 West Bay Dr. NW, Ste. 206, Olympia, WA 98502.

11. On information and belief, Defendant Zynga Inc. (“Zynga”) is a Delaware corporation with its principal place of business at 365 Vermont St., Unit A, San Francisco, CA 94103. Zynga may be served with process through its registered agent Corporation Service Company D/B/A CSC-Lawyers Incorporating Service Company, 211 E. 7th St., Ste. 620, Austin, TX 78701.

JURISDICTION AND VENUE

12. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendants have transacted business in this district, and have committed and/or induced acts of patent infringement in this district.

14. On information and belief, Defendants are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,200,216

15. Wildcat is the owner by assignment of United States Patent No. 6,200,216 ("the '216 Patent") entitled "Electronic Trading Card" – including all rights to recover for past and future acts of infringement. The '216 Patent issued on March 13, 2001. A true and correct copy of the '216 Patent is attached as Exhibit A.

16. Wildcat practices at least one asserted claim of the '216 Patent through its making, using and selling of the Unit Command online game available at www.unitcommand.com.

17. On information and belief, Defendant EA has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of EA, the '216 Patent in this judicial district, and elsewhere in the United States. EA's BattleForge infringes at least claims 1, 9, 10, 12, 13, 14, 21, 29, 30, 32 and 36 of the '216 Patent, as illustrated by "Exhibit A: Infringement Chart of U.S. Patent No. 6,200,216 as to EA's BattleForge product", attached to Wildcat's P.R. 3-1 infringement contentions served on

May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit B, and is incorporated herein by reference. Infringements by EA include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least EA's BattleForge videogame, infringing one or more claims of the '216 Patent. Also upon information and belief, EA knew or should have known that the BattleForge videogame would induce infringement by its customers. It is further alleged that EA has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its BattleForge videogame is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant EA is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

18. On information and belief, Defendant Konami has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Konami, the '216 Patent in this judicial district, and elsewhere in the United States. Konami's Marvel Trading Card PSP Game infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent and Konami's Yu-Gi-Oh! Online Duel Accelerator infringes at least claims 1, 9, 10, 21, 30 and 36 of the '216 Patent, as illustrated by "Exhibit B: Infringement Chart of U.S. Patent No. 6,200,216 as to Konami Digital Entertainment, Inc.'s Marvel Trading Card Game (PSP)" and "Exhibit C: Infringement Chart of U.S. Patent No. 6,200,216 as to Konami Digital Entertainment, Inc.'s Yu-Gi-Oh! Online Duel Accelerator Video-Game," attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. True and correct copies of those Exhibits are attached hereto as Exhibits C and D, and are incorporated herein by reference. Infringements by Konami include, without limitation, making,

using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Konami's Marvel trading card videogame and Yu-Gi-Oh! Online Duel Accelerator videogame, infringing one or more claims of the '216 Patent. Also upon information and belief, Konami knew or should have known that the Marvel trading card videogame and Yu-Gi-Oh! Online Duel Accelerator videogame would induce infringement by its customers. It is further alleged that Konami has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its Marvel trading card videogame and Yu-Gi-Oh! Online Duel Accelerator videogame are especially made or especially adapted to be used in a method that infringes the '216 Patent, and which do not have a substantial non-infringing use. Defendant Konami is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

19. On information and belief, Defendant Panini has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Panini, the '216 Patent in this judicial district, and elsewhere in the United States. Panini's NFL Adrenalyn XL infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent, as illustrated by "Exhibit D: Infringement Chart of U.S. Patent No. 6,200,216 as to Panini America Inc.'s NFL Adrenalyn XL", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit E, and is incorporated herein by reference. Infringements by Panini include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Panini's NFL Adrenalyn XL online game, infringing one or more claims of the '216 Patent. Also upon information and belief, Panini knew or should have known that the NFL Adrenalyn XL online game would induce infringement by its customers. It is further alleged that Panini has contributed to the

infringement of the '216 Patent by engaging in such activities knowing that its NFL Adrenalyn XL online game is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant Panini is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

20. On information and belief, Defendant Pokemon has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Pokemon, the '216 Patent in this judicial district, and elsewhere in the United States. Pokemon's POKÉMON TRADING CARD GAME ONLINE infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent, as illustrated by "Exhibit E: Infringement Chart of U.S. Patent No. 6,200,216 as to THE POKEMON COMPANY INTERNATIONAL, INC.'s POKÉMON TRADING CARD GAME ONLINE", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit F, and is incorporated herein by reference. Infringements by Pokemon include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Pokemon's Pokemon Trading Card Game Online, infringing one or more claims of the '216 Patent. Also upon information and belief, Pokemon knew or should have known that Pokemon Trading Card Game Online would induce infringement by its customers. It is further alleged that Pokemon has contributed to the infringement of the '216 Patent by engaging in such activities knowing that the Pokemon Trading Card Game Online is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant Pokemon is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

21. On information and belief, Defendant SCEA has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of SCEA, the '216 Patent in this judicial district, and elsewhere in the United States. SCEA's THE EYE OF JUDGMENT® LEGENDS infringes at least claims 1, 10, 21, 30 and 36 of the '216 Patent, as illustrated by "Exhibit F: Infringement Chart of U.S. Patent No. 6,200,216 as to Sony Computer Entertainment America LLC's THE EYE OF JUDGMENT® LEGENDS", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit G, and is incorporated herein by reference. Infringements by SCEA include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least SCEA's The Eye of Judgment Legends videogame, infringing one or more claims of the '216 Patent. Also upon information and belief, SCEA knew or should have known that the The Eye of Judgment Legends videogame would induce infringement by its customers. It is further alleged that SCEA has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its The Eye of Judgment Legends videogame is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant SCEA is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

22. On information and belief, Defendant SOE has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of SOE, the '216 Patent in this judicial district, and elsewhere in the United States. SOE's Legends of Norrath infringes at least claims 1, 9, 10, 12, 13, 14, 21, 29, 30, 32 and 36 of the '216 Patent, as illustrated by "Exhibit G: Infringement Chart of U.S. Patent

No. 6,200,216 as to Sony Online Entertainment LLC's Legends of Norrath", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit H, and is incorporated herein by reference. Infringements by SOE include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least SOE's Legends of Norrath online trading card game, infringing one or more claims of the '216 Patent. Also upon information and belief, SOE knew or should have known that the Legends of Norrath online trading card game would induce infringement by its customers. It is further alleged that SOE has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its Legends of Norrath online trading card game is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant SOE is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

23. On information and belief, Defendant Topps has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Topps, the '216 Patent in this judicial district, and elsewhere in the United States. Topps's ToppsTown infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent, as illustrated by "Exhibit H: Infringement Chart of U.S. Patent No. 6,200,216 as to The Topps Company Inc.'s ToppsTown", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit I, and is incorporated herein by reference. Infringements by Topps include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Topps's Toppstown, infringing one or more

claims of the '216 Patent. Also upon information and belief, Topps knew or should have known that Toppstown would induce infringement by its customers. It is further alleged that Topps has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its Toppstown is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant Topps is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

24. On information and belief, Defendant Wizards has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Wizards, the '216 Patent in this judicial district, and elsewhere in the United States. Wizards's Magic: The Gathering - Tactics infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent, as illustrated by "Exhibit I: Infringement Chart of U.S. Patent No. 6,200,216 as to Wizards of the Coast LLC's Magic: The Gathering - Tactics", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit J, and is incorporated herein by reference. Infringements by Wizards include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Wizards's Magic: The Gathering - Tactics game, infringing one or more claims of the '216 Patent. Also upon information and belief, Wizards knew or should have known that the Magic: The Gathering - Tactics game would induce infringement by its customers. It is further alleged that Wizards has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its Magic: The Gathering - Tactics game is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-

infringing use. Defendant Wizards is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

25. On information and belief, Defendant Zynga has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others, including customers of Zynga, the '216 Patent in this judicial district, and elsewhere in the United States. Zynga's Warstorm infringes at least claims 1, 9, 10, 21, 29, 30 and 36 of the '216 Patent, as illustrated by "Exhibit J: Infringement Chart of U.S. Patent No. 6,200,216 as to Zynga Inc.'s Warstorm", attached to Wildcat's P.R. 3-1 infringement contentions served on May 11, 2012. A true and correct copy of that Exhibit is attached hereto as Exhibit K, and is incorporated herein by reference. Infringements by Zynga include, without limitation, making, using, selling, hosting, and/or providing access to within the United States, and/or importing into the United States, at least Zynga's Warstorm game, infringing one or more claims of the '216 Patent. Also upon information and belief, Zynga knew or should have known that the Warstorm game would induce infringement by its customers. It is further alleged that Zynga has contributed to the infringement of the '216 Patent by engaging in such activities knowing that its Warstorm game is especially made or especially adapted to be used in a method that infringes the '216 Patent, and which does not have a substantial non-infringing use. Defendant Zynga is thus liable for infringement of the '216 Patent under 35 U.S.C. § 271(a), (b), & (c).

26. Wildcat is entitled to the issuance of permanent injunction enjoining Defendants from continuing its infringement. Wildcat has suffered irreparable harm as Defendants' infringement has diluted the value of Wildcat's patent rights, and has taken business away from Wildcat, resulting in lost profits, and a loss of market share and good will, in amounts that cannot be compensated by payment of money. Moreover, allowing Defendants to continue in their

infringement would encourage other would-be infringers to attempt to gain access, resulting in significant litigation expenses and uncertainty about the value of Wildcat's patent, which is the foundation of Wildcat's business. In addition, a remedy in equity is warranted because, considering the balance of hardship as between Defendants and Wildcat, Defendants would suffer far less hardship from the issuance of an injunction than Wildcat would suffer if an injunction is not issued. Finally, the public interest would not be disserved by the issuance of a permanent injunction, as the public does not have any substantial interest in the practice of Defendants' accused games.

PRAYER FOR RELIEF

WHEREFORE, Wildcat respectfully requests that this Court enter:

1. A judgment in favor of Wildcat that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '216 Patent;
2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '216 Patent;
3. A judgment and order requiring Defendants to pay Wildcat its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '216 Patent as provided under 35 U.S.C. § 284;
4. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Wildcat its reasonable attorneys' fees; and
5. Any and all other relief to which Wildcat may show itself to be entitled.

DEMAND FOR JURY TRIAL

Wildcat, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: August 7, 2012

Respectfully submitted,

/s/ Darrell G. Dotson

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email and/or fax, on this the 7th day of August, 2012.

/s/ Darrell G. Dotson

Darrell G. Dotson