

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

LOGMEIN, INC.,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. _____
v.	)	
	)	JURY TRIAL DEMANDED
PRAGMATUS TELECOM, LLC,	)	
	)	
Defendant.	)	

**COMPLAINT FOR DECLARATORY JUDGMENT**

LogMeIn, Inc. hereby asserts the following claims for Declaratory Judgment against Defendant Pragmatus Telecom, LLC, and alleges as follows:

**PARTIES**

1. LogMeIn, Inc. ("LogMeIn") is a publicly traded Delaware corporation with its corporate headquarters and principal place of business at 500 Unicorn Park Drive, Woburn, MA 01801.

2. On information and belief, Pragmatus Telecom, LLC ("Pragmatus") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 601 North King Street, Alexandria, VA 22314.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this action and the matters pleaded herein under 28 U.S.C. §§ 1331 and 1338(a) because the action arises under the patent laws of the United States, 35 U.S.C. § 101, *et seq.*

4. LogMeIn seeks a declaratory judgment pursuant to 28 U.S.C. § 2201 *et seq.*

5. Upon information and belief, this Court has personal jurisdiction over Pragmatus because, among other things, Pragmatus is a corporation organized and existing under the laws of the State of Delaware.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c).

### **GENERAL FACTUAL ALLEGATIONS**

7. LogMeIn is a leading provider of online solutions for, among other things, remote file sharing, systems management, data backup, business collaboration and on-demand customer support for computers, smartphones, tablets and other electronic devices connected to the Internet.

8. In or about January 2012, LogMeIn acquired substantially all of the assets of Bold Software, LLC ("Bold Software"), a leading provider of web chat software and services. Through the acquisition, LogMeIn succeeded to certain of the rights and obligations of Bold Software, including with respect to Bold Software's "BoldChat" product line.

9. As of January 9, 2012, LogMeIn took over all of Bold Software's operations, including the marketing, sale and operation of the BoldChat product line.

10. LogMeIn sells its customer communications software products and services (including BoldChat) to companies who then use those products in conjunction with their business operations.

11. Pragmatus alleges that it owns U.S. Patent Nos.: 6,311,231 (the "231 patent"); 6,668,286 (the "286 patent"); and 7,159,043 (the "043 patent") (collectively, the "Pragmatus Patents"). Copies of the Pragmatus Patents are attached hereto as Exhibits A, B, and C, respectively.

## **FACTUAL ALLEGATIONS REGARDING DECLARATORY JUDGMENT**

12. Pragmatus has both sued and threatened to sue LogMeIn customers for alleged infringement of the Pragmatus Patents.

13. Pragmatus' allegations and claims of patent infringement against LogMeIn's customers are expressly based on the customers' use of LogMeIn's software and/or services, including BoldChat.

14. LogMeIn's customers have sought – and in at least one case LogMeIn has agreed to provide – indemnification with respect to Pragmatus' allegations of infringement.

15. On or about September 25, 2012, Pragmatus sent letters to LogMeIn's customers accusing each of infringing the Pragmatus Patents. A representative example of one of these letters is attached hereto as Exhibit D.

16. Pragmatus' infringement allegations against LogMeIn's customers are expressly based on their use of LogMeIn software and/or services, including the BoldChat product line. Specifically, Pragmatus' letters to LogMeIn's customers state that each customer “is infringing United States Patent Nos. 5,8[8]4,032; 6,311,231; 6,668,286; and 7,159,043 . . . owned by Pragmatus, by using click-to-chat and customer contact channel management services. For example, the services provided at the web addresses shown in Attachment A hereto infringe the [Pragmatus] Patents.” Ex. D. Attachment A then refers to information indicating LogMeIn as the allegedly infringing service provider.

17. In its letters to LogMeIn's customers, Pragmatus goes on to specifically state that products and services provided by “BoldChat/Bold Software, LLC” are not licensed under the Pragmatus Patents. They also state that Pragmatus has “filed numerous patent infringement

lawsuits” in Delaware and Texas seeking to enforce the Pragmatius Patents “against unlicensed users of click-to-call, click-to-chat and customer contact channel management services.”

18. The LogMeIn customers that received letters from Pragmatius include at least Build.com, Georgia-Pacific LLC, Lexmark International, Inc., Trend Micro Incorporated and Walmart (Sam’s Club) – who uses LogMeIn’s accused software and services through an intermediary supplier.

19. Each of these customers has requested – and contends that it is entitled to – indemnification from LogMeIn with respect to Pragmatius’ patent infringement claims.

20. Upon information and belief, there are other LogMeIn customers that Pragmatius has accused of infringing the Pragmatius Patents based on those customers’ use of LogMeIn software.

21. LogMeIn denies that its products and/or services (including, but not limited to, BoldChat) infringe any valid claim of the Pragmatius Patents. LogMeIn further denies that the claims of the Pragmatius Patents are valid.

22. Based on the foregoing facts, an actual and justiciable controversy has arisen and exists between LogMeIn and Pragmatius concerning (a) infringement of the Pragmatius Patents by LogMeIn, and (b) invalidity of the claims of the Pragmatius Patents.

## **COUNT I**

### **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE PRAGMATIUS PATENTS**

23. LogMeIn incorporates by reference herein all allegations set forth in paragraphs 1 - 22 of this Complaint.

24. LogMeIn does not infringe, has not infringed, does not and has not induced the infringement of, and does not and has not contributed to the infringement of, any valid claim of the Pragmatus Patents.

## **COUNT II**

### **DECLARATORY JUDGMENT OF INVALIDITY OF THE PRAGMATUS PATENTS**

25. LogMeIn incorporates by reference herein all allegations set forth in paragraphs 1 - 24 of this Complaint.

26. The claims of the Pragmatus Patents are invalid because they fail to satisfy the conditions for patentability specified in one or more provisions of Title 35 of U.S.C. §§ 101, 102, 103 and 112.

### **DEMAND FOR JURY TRIAL**

LogMeIn hereby makes a demand for a trial by jury as to all issues so triable.

**WHEREFORE**, LogMeIn respectfully requests that the Court grant the following relief in conjunction with this Complaint for Declaratory Judgment:

- A. Declare and enter judgment that LogMeIn does not infringe, has not infringed, does not induce the infringement of, has not induced the infringement of, and does not contribute to the infringement of, and has not contributed to the infringement of, any of the Pragmatus Patents;
- B. Declare and enter judgment that each and every claim of the Pragmatus Patents is invalid under one or more provisions of Title 35 of U.S. Code, §§ 101, 102, 103 and 112;
- C. Enter an Order enjoining Pragmatus, its agents, servants, officers, directors, employees, attorneys, privies, representatives, successors, assigns, and parent and

subsidiary entities, and any and all persons acting on their behalf or in concert or participation with any of them, from threatening to assert or asserting any of the Pragmatus Patents against LogMeIn, its agents, employees, or customers;

- D. Enter an Order declaring this case exceptional and awarding LogMeIn its costs, expenses, and attorney fees in this action; and
- E. Enter an Order granting LogMeIn such other and further relief as the Court deems just in the circumstances of this case.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

Carlos Perez-Albuerne  
G. Mark Edgerton  
Anita M. C. Spieth  
**CHOATE, HALL & STEWART LLP**  
Two International Place  
Boston, MA 02110  
(617) 248-5000

Dated: November 21, 2012  
1083965

By: /s/ Philip A. Rovner  
Philip A. Rovner (#3215)  
Jonathan A. Choa (#5319)  
Hercules Plaza  
P.O. Box 951  
Wilmington, DE 19899-0951  
(302) 984-6000  
provner@potteranderson.com  
jchoa@potteranderson.com

*Attorneys for Plaintiff  
LogMeIn, Inc.*