

MP ANTENNA, LTD.
7887 Bliss Parkway
North Ridgeville, Ohio 44039

Plaintiff,

vs.

ARCHITRON SYSTEMS, INC.
2950 Westway Drive, Suite 101
Brunswick, Ohio 44212

and

WIFI PLUS, INC.
2950 Westway Drive, Suite 101
Brunswick, Ohio 44212

and

IMMERSIVE TECHNOLOGIES, LLC
1680 Industrial Parkway South
Brunswick, Ohio 44212

and

ALLEN HIGGINS
696 Ledgerock Circle
Brunswick, Ohio 44212,

Defendants.

(Jury Demand Endorsed Hereon)

Now comes Plaintiff, MP Antenna, Ltd., by and through its attorneys, and for its claims against Defendants Architron Systems, Inc., WiFi Plus, Inc., Immersive Technologies, LLC, and Allen Higgins, hereby states as follows:

THE PARTIES

1. Plaintiff MP Antenna, Ltd. (hereinafter, "Plaintiff" or "MPA") is an Ohio limited liability company with its principal place of business at 7887 Bliss Parkway, North Ridgeville, Ohio.

2. Defendant Architron Systems, Inc. ("Architron") was incorporated under the laws of the state of Delaware and most recently had its principal place of business in Brunswick, Ohio. As set forth more fully below, Architron's corporate charter appears to have been voided by the Delaware Secretary of State.

3. Defendant WiFi Plus, Inc. ("WiFi Plus") was incorporated under the laws of the state of Ohio. In 2006 WiFi Plus was merged into Architron, though business continued to be conducted under the WiFi Plus name following the merger. WiFi Plus' most recent principal place of business was Architron's last principal place of business, 2950 Westway Drive, Suite 101, Brunswick, Ohio 44212. As set forth more fully below, WiFi Plus' corporate charter appears to have been cancelled by the Ohio Secretary of State.

4. Defendant Immersive Technologies, LLC ("Immersive") is an Ohio limited liability company with its principal place of business in Brunswick, Ohio.

5. Defendant Allen Higgins is an individual residing at 696 Ledgerock Circle, Brunswick, Ohio 44212. Higgins was formerly President of WiFi Plus, Inc., and subsequently became an employee of Architron. Upon information and belief, he is currently President of Immersive.

JURISDICTION AND VENUE

6. MPA's claims against Immersive arise under the patent laws of the United States, specifically 35 U.S.C. §§ 1, *et seq.* for infringement of, among others, U.S. Patent Number 6,496,152, issued December 17, 2002; U.S. Patent No. 7,348,933, issued March 25, 2008; U.S. Patent No. 7,236,129, issued June 26, 2007; U.S. Patent No. 7,138,956, issued November 21, 2006; and U.S. Patent No. 7,030,831, issued April 18, 2006. A copy of abstracts of the patents are attached hereto as Exhibits A through F.

7. The action against Immersive is authorized by 35 U.S.C. § 281, and the federal courts have original and exclusive subject matter jurisdiction over such claims pursuant to 35 U.S.C. § 1338(a).

8. Subject matter jurisdiction over the claims against Architron, WiFi Plus and Higgins is based on the principles of supplemental jurisdiction set forth in 28 U.S.C. § 1367(a).

9. Furthermore, the claims against Architron and WiFi Plus are based on a License Agreement entered into by MPA (as Licensor) and Architron (as Licensee), and Section 9.1 of that License Agreement provides in pertinent part as follows:

Any challenges to the validity, scope, construction, enforceability or Licensor's ownership of any issued patent comprising the Licensed Patent, or any disputes arising from this Agreement or relating to the Licensed Patent, brought by or on behalf of Licensee, shall be brought exclusively in either the Medina County, Ohio, Court of Common Pleas or the United States District Court for the Northern District of Ohio, Eastern Division. Licensee hereby submits to the exclusive jurisdiction of the Medina County, Ohio, Court of Common Pleas and the United States District Court for the Northern District of Ohio. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising

out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the Medina County, Ohio, Court of Common Pleas and the United States District Court for the Northern District of Ohio shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

10. The claims arose in this district. The Defendants reside in this district, the business complained of was in this district, Architron and WiFi Plus agreed to exclusive jurisdiction in this district, Immersive committed patent infringement in this district, and all Defendants are subject to personal jurisdiction in this district and are therefore deemed to reside in this district. Venue in this Court is therefore proper pursuant to 28 U.S.C. § 1391 and 1400(b).

STATEMENT OF APPLICABLE FACTS

History of the Patent Rights at Issue

11. Dr. Jack Nilsson developed certain multi-polarized antenna technology and was awarded six patents covering such technology. Copies of abstracts of the patents are attached hereto as Exhibits A through F (the "Patents").

12. In 2003, Dr. Nilsson was persuaded by Allen Higgins to form a company to exploit Dr. Nilsson's patented technology. That company became WiFi Plus.

13. Dr. Nilsson revocably assigned his rights in the patents to WiFi Plus.

14. In 2006, Architron, through its subsidiary, XRF Technologies Group, Inc. ("XRF"), purchased all of the shares of WiFi Plus, including the shares owned by Dr. Nilsson.

15. Later that same year, Architron caused WiFi Plus to be merged into XRF, and XRF to be merged into Architron, with Architron thereby assuming the assignment of patent rights that Dr. Nilsson had made to WiFi Plus.

16. Architron and WiFi Plus, however, completely failed to meet their various obligations under the assignment of patent rights.

17. Accordingly, on May 2, 2008, Dr. Nilsson filed suit against Architron, WiFi Plus and others in the Medina County, Ohio, Court of Common Pleas, Case No. 08CIV0866, seeking, among other things, rescission of the assignment of patents and a return of the patent rights.

18. The trial commenced in November 2009. After several witnesses had testified, the matter settled. The settlement terms were placed on the record in open court.

19. Among the agreed terms were that Architron and WiFi Plus would assign the patent rights to MPA (which was a relatively new company formed by Dr. Nilsson with Joseph Bliss), and MPA would enter into a royalty-free, non-exclusive license agreement with Architron.

20. The defendants, however, having staved off a decision by the jury, balked at signing the settlement papers.

21. On or about May 12, 2010 – more than seven months after the settlement on the record – the Medina trial court had to order the defendants to sign the settlement

papers. It further ordered that, if defendants refused to sign the documents, a local attorney would be appointed pursuant to Ohio Civil Rule 70 to sign in their stead.

22. Defendants – including Defendant Higgins – continued to refuse to sign the documents.

23. On June 30, 2010, the trial court appointed local attorney Matthew Bruce to sign the settlement documents on behalf of defendants.

24. On July 2, 2010, Mr. Bruce signed the settlement papers on behalf of Architron, WiFi Plus, and the other defendants.

25. The settlement papers included a Settlement Agreement and Mutual Release, a true and accurate copy of which is attached hereto as Exhibit G; Assignments of the patents at issue, true and accurate copies of which are collectively attached as Exhibit H; and a License Agreement, a true and accurate copy of which is attached hereto as Exhibit I.

26. The defendants filed an appeal over the trial court's enforcement of the parties' settlement agreement.

27. On September 30, 2011, the Ninth District Court of Appeals for the State of Ohio affirmed the trial court's decision, thereby upholding the validity and enforceability of the settlement documents signed by Mr. Bruce.

The License Agreement

28. Pursuant to Section 2.1 of the License Agreement (which was one of the settlement documents), MPA granted a limited, non-exclusive, non-transferable license to Architron to produce, manufacture, market and sell those products covered by the Patents that Architron had been producing, manufacturing, marketing and selling as of

November 24, 2009, the date the parties put their settlement on the record in the Medina trial court. (Exhibit I.)

29. Pursuant to the License Agreement, Defendants were obligated within ten (10) days of Mr. Bruce's signing of the settlement documents – July 12, 2010 – to provide physical samples of the antennas they intended to market under the Agreement. They failed to do so.

30. After repeated prompting from MPA, Architron, on or about September 8, 2010, through Defendant Higgins, finally proposed only the following thirteen (13) products as potentially being subject to the License Agreement:

WFP0200503	2.4 GHz Bullet, N-Female
WFP0200504	2.4 GHz Bullet, N-Male
WFP0200507	2.4 GHz Omni, N-Female
WFP0200508	2.4 GHz Sector, N-Female
WFP0200520	2.0-6GHz Omni, Extended N-Female
WFP0200526	5.8 GHz Omni, SMA Female
WFP0200560	2.4 GHz Tri-Sector Omni, N-Female
WFP0200601	2.4-5.8GHz Bullet, Extended N-Female
WFP0200640	2.4-5.8GHz Omni, Extended N-Female
WFP0200649	2.4-5.8 GHz Ceiling Mount Omni, Extended N-Female
WFP0200672	5.9 GHz 90°Sector, SMA Female
WFP0200691	2.4-5.8 GHz Omni w/ Mounting Leg, Extended N-Female
WFP0200704	1.3 GHz Special Mobile Omni, N-Female

31. Accordingly, the License Agreement covered, at most, the foregoing thirteen (13) products, although, as MP Antenna was denied its audit rights under the License Agreement, it could not even verify that these products, in fact, fell within the scope of the license.

32. On or about September 30, 2010, counsel for MPA sent a letter to Architron reminding it that the License Agreement was limited to the thirteen (13) products for which

samples had been produced, and that no modifications of those products were permitted under the License Agreement.

33. The License Agreement also contained additional important limitations.

34. Section 2.2 of the License Agreement prohibited Architron from sub-licensing its rights.

35. Section 5.1 required Architron to maintain documentation detailing its sales of licensed product, and Section 5.2 granted MPA the right, upon reasonable notice and during regular business hours, to review all of Architron's books and records, including financial records, and to inspect Architron's facilities to verify Architron's compliance with its obligations under the License Agreement.

36. Pursuant to Section 6.2, MPA had the right to terminate the License Agreement if, among other reasons, Architron materially breached the License Agreement; it dissolved or wound up its business; or it sold any product without the proper patent marking.

37. In addition, pursuant to Section 6.3, the License Agreement automatically terminates if Architron fails to make sales of one thousand (1,000) collective units of product during any one calendar year.

38. Pursuant to Section 6.4, the License Agreement also automatically terminates if Architron directly or indirectly disputes, challenges, or assists in the challenge of the validity, scope, construction, or enforceability of the Patents, or of MPA's ownership of the Patents, in which case Architron shall pay all of MPA's costs, fees and expenses associated with its defense of such challenge or opposition.

39. Section 10.1 provides that the License Agreement is not transferable by Architron. The non-transferability provision expressly includes the prohibition of express assignments, transfers or assignments by change-in-control of Licensee, or other transfers or assignments by operation of law. Furthermore, such prohibited change-in-control transfers include the sale or transfer to a third party of any substantial part of Licensee's assets. Any attempted transfer or assignment is deemed to be null and void and constitutes grounds for immediate termination of the License Agreement.

40. Section 10.4 of the License Agreement sets forth the parties' addresses where notices may be sent. Architron's address for notice purposes is listed as "Architron Systems, Inc., 2950 Westway Drive, Suite 101, Brunswick, Ohio 44212."

41. Section 10.4 provides that "[f]ailure to provide an address for notice within thirty (30) days of the address below having become invalid will constitute a material breach of this Agreement giving rise to an immediate right of termination."

Architron/WiFi Plus Breaches its Audit Obligations

42. On January 17, 2012, MPA requested in writing to conduct an audit pursuant to Section 5.2 of the License Agreement. A true and accurate copy of the audit request is attached hereto as Exhibit J.

43. On February 9, 2012, the purported Business Development Manager for WiFi Plus, Richard J. Theus, Jr., denied MPA's request for an audit, explaining that Allen Higgins was not available during the time selected by MPA, even though MPA had given Architron two months advance notice. Mr. Theus promised that Defendant Higgins would get back to MPA when he was available. A true and accurate copy of that response is attached hereto as Exhibit K.

44. Mr. Higgins has never “gotten back” to MPA.

Architron’s and WiFi Plus’ Corporate Charters Are Cancelled

45. A review of the filings maintained by the respective Secretary of State offices where Architron and WiFi Plus were incorporated reveals that their corporate charters have been cancelled.

46. Attached hereto as Exhibit L is a printout from the Delaware Secretary of State’s office reflecting that Architron’s corporate status was “voided” as of March 1, 2010.

47. Similarly, attached hereto as Exhibit M is a printout from the Ohio Secretary of State’s website reflecting WiFi Plus’ filing history. As shown in Exhibit M, WiFi Plus’ corporate charter has been “cancelled.”

48. Included as a part of Exhibit M is a copy of an April 15, 2011 letter that the Ohio Secretary of State sent to WiFi Plus’ then-registered agent. The letter explains that WiFi Plus failed to pay its corporate franchise taxes and that it was cancelled effective April 15, 2011.

49. The letter further notifies WiFi Plus that “[w]hile cancelled, R.C. Section 5733.21 prohibits any person from exercising or attempting to exercise ‘any powers, privileges, or franchises under the articles of incorporation or certificate of authority.’”

50. Meanwhile, Defendant Higgins continues to go about his business as if these entities still exist, and as if he is authorized to do whatever he chooses to do with the intellectual property of MPA.

Immersive Improperly Assumes the WiFi Plus Assets

51. Immersive was incorporated in April of 2010 by Defendant Higgins. See Exhibit N hereto. Upon information and belief, Immersive was set up by Higgins to evade the restrictions under the License Agreement.

52. Despite the License Agreement's prohibition on sublicensing and transfer of Architron's rights as licensee, it appears that Immersive is attempting to use Architron's assets and rights, including Architron's rights under the License Agreement, despite the fact that Architron and WiFi Plus no longer exist.

53. At the time of incorporation, Immersive's office was the same address that Architron and WiFi Plus had identified as its principal place of business, 2950 Westway Drive, Suite 101, Brunswick, Ohio 44212.

54. WiFi Plus' telephone number is now Immersive's telephone number.

55. WiFi Plus' UPS account number was transferred to Immersive.

56. WiFi Plus' website address is owned by Immersive.

57. WiFi Plus' purported physical location is now just a UPS mailbox, having moved from 2950 Westway Drive, Suite 101 to 3660 Center Road, # 306, Brunswick, Ohio, which is a UPS store.

58. At least two people, Defendant Higgins and Richard Theus, who purport to work for WiFi Plus out of the UPS mailbox, are actually employed by Immersive.

59. In short, Defendant Higgins and others are propping up a façade of WiFi Plus in order to improperly take advantage of such rights as Architron/WiFi Plus may still have under the License Agreement, or to obscure from MPA the fact that no such rights continue to exist.

60. In a filing made on November 7, 2011, Immersive notified the Ohio Secretary of State that it was changing its offices to 1680 Industrial Parkway South, Brunswick, Ohio 44212.

Immersive Infringes MPA's Patents

61. Immersive offers for sale various antennas that infringe on the patent rights held by MPA.

62. A review of Immersive's website reveals at least the following products that infringe on MPA's Patents (the "Accused Products") are being offered for sale:

- T-601 (WFP0200601 UWB 2.4GHz to 5.8GHz Bullet with "N" Female connector.)
- IT-520 (WFP0200520 UWB 2.4GHz to 5.8GHz Mobile Omni. "N" Female connector)
- IT-649 (WFP0200649 UWB 2.4GHz to 5.8GHz Ceiling Mount. "N" Female connector)
- IT-640 (WFP0200640 UWB 2.4GHz to 5.8GHz Ceiling Mount. "N" Female connector)
- IT-691 (WFP0200691 UWB 2.4GHz to 5.8GHz Omni with side leg mounting bracket.)
- IT-526 (WFP0200526 5.8GHz Omni on a SMA Female connector)
- IT-507 (WFP0200507 2.4GHz Omni with side leg mounting bracket. (will include "optional" pole mounting bracket same as item #5).
- IT-503 (WFP0200503 2.4GHz Bullet with "N" Female connector.)
- IT-504 (WFP0200504 2.4GHz Bullet with "N" Male connector.)
- IT-508 (WFP0200508 2.4GHz Single Sector antenna with pole mounting hardware. "N" Female connector)
- IT-560 (WFP0200560 2.4GHz Tri Sector antenna with pole mount.)
- IT-672 (WFP0200672 5.8GHz Single Sector antenna with pole mounting hardware. "SMA" Female connector)
- IT-704 (WFP0200704 1.3GHz Omni on a 8" base . "N" Female connector)
- IT-505 (WFP0200505 2.4 sector / omni)
- IT-506 (WFP0200506 2.4 omni mobile)
- IT-521 (WFP0200521 2.4 sector / omni mobile)
- IT-522 (WFP0200522 2.4 omni mobile nmo)
- IT-650 (WFP0200650 5.8 single sector foot mount)

- IT-515 (WFP0200515 750 – 950 omni 8” base)

63. Immersive’s website indicates that the products are WiFi Plus products, and the numbering of the products would tend to indicate some connection with WiFi Plus.

64. However, it is believed that Immersive is manufacturing the products, as WiFi Plus does not have a factory, warehouse or even an office, save for a UPS maildrop.

65. MPA has not granted Immersive (nor Defendant Higgins in his personal capacity) the right to manufacture the products, and Architron/WiFi Plus did not have the right to sublicense, transfer or assign its manufacturing rights.

66. Yet, even if Immersive is not the manufacturer of the products – in other words, if Defendant Higgins has structured this in such a way that Immersive is a mere purchaser and reseller of these products -- it *still* does not have the right to sell them.

67. As shown above, Architron/WiFi Plus’ license to manufacture product has terminated, and so Immersive could not possibly have any legitimate derivative right to sell the products.

68. Moreover, the Accused Products exceed the 13 products that Architron had identified as being covered by the License Agreement.

69. As such, Immersive directly infringes the Patents by making and/or selling the Accused Products, either literally or by virtue of the Doctrine of Equivalents.

COUNT I
DECLARATORY JUDGMENT
(Against All Parties)

70. Plaintiff incorporates by reference the foregoing paragraphs 1 through 69 as if fully rewritten herein.

71. This is a claim for declaratory judgment pursuant to Rule 57 of the Federal Rules of Civil Procedure and 28 U.S.C. § 2201.

72. MPA asserts that Architron/WiFi Plus has breached the License Agreement in one or more of the following ways: (a) by failing to maintain their corporate statuses; (b) by failing to notify MPA of the change in their address for notice purposes; (c) by refusing to permit MPA to exercise its audit rights; (d) by failing to sell the minimum required number of product during one or more calendar years; (e) by transferring or attempting to transfer its assets or rights as a licensee; and (f) by directly or indirectly supporting efforts to question MPA's ownership of the Patent rights.

73. As a result of the various breaches, the License Agreement has been terminated.

74. It is believed, however, that Defendants may be disputing the termination of the License Agreement.

75. As such, a dispute exists about whether Architron/WiFi Plus has breached the License Agreement; and whether Architron/WiFi Plus still retains the right to manufacture and/or sell Product pursuant to the License Agreement.

76. Accordingly, MPA is entitled to a declaration that Architron/WiFi Plus has breached the License Agreement and that the License Agreement is terminated.

COUNT II
PATENT INFRINGEMENT
(Against Immersive)

77. Plaintiff incorporates by reference the foregoing paragraphs 1 through 76 as if fully rewritten herein.

78. Immersive had actual notice of the Patents as of the date of its incorporation in April of 2010.

79. Furthermore, by letters dated August 7, 2012 and August 14, 2012, MPA notified Immersive that it was infringing on MPA's patent rights and demanded that Immersive cease and desist from selling the Accused Products.

80. Immersive has refused to cease and desist, and so MPA is entitled to a reasonable royalty on the sale of the Accused Products.

81. If Immersive is permitted to continue to offer for sale the Accused Products, MPA will suffer irreparable injury from the erosion of its Patent Rights.

82. MPA has suffered injury from Immersive's infringement and is entitled to be made whole to the extent possible by an award of monetary damages, as well as an award of preliminary and permanent injunctive relief.

83. Immersive's past, present and expected future infringement of MPA's Patents, with knowledge of those Patents, is willful and objectively reckless, entitling MPA to enhanced damages pursuant to 35 U.S.C. § 284, and to an award of its attorney's fees and costs in the bringing and maintaining this action per 35 U.S.C. § 285.

COUNT III
TORTIOUS INTERFERENCE WITH LICENSE AGREEMENT
(Against Higgins)

84. Plaintiff incorporates by reference the foregoing paragraphs 1 through 83 as if fully rewritten herein.

85. The License Agreement was a valid, enforceable contract, which, if certain events or contingencies occurred, gave Plaintiff certain additional rights, including the right to terminate the license.

86. Defendant Higgins knew of the existence of the contract, and was knowledgeable of the terms of the contract, Architron/WiFi Plus's obligations pursuant to those terms, and Plaintiff's rights under those terms.

87. Upon information and belief, Defendant Higgins knowingly and intentionally, and without business justification or privilege to do so, interfered with Plaintiff's rights under the License Agreement by, among other things, creating a subterfuge whereby Defendant Immersive could lay claim to certain rights under the License Agreement when, in fact, the agreement should have been voided and no such rights should have existed.

88. Plaintiff has been damaged as a direct result of the tortious interference of Higgins in an amount to be determined at trial.

WHEREFORE, Plaintiff MP Antenna, Ltd., prays for judgment as follows:

- (1) On Count I, against Architron and WiFi Plus, declaratory judgment that Architron/WiFi Plus breached the License Agreement and that the License Agreement is terminated;
- (2) On Count II, against Immersive Technologies, LLC, (a) a preliminary and permanent injunction enjoining Immersive, as well as its members, successors and assigns, officers, agents, employees, and all entities and individuals acting in concert with Immersive or on its behalf, from continued infringement of MPA's Patents; (b) an award of a reasonable royalty for Immersive's exploitation of the Patents from the date on which Immersive first became aware of the Patents; and (c) for an increase of the monetary damages to three (3) times their amount pursuant to 35 U.S.C. § 284;
- (3) On Count III, against Higgins, compensatory damages in an amount to be proven at trial, and punitive damages;
- (4) On all Counts, court costs, attorney's fees, and such other legal or equitable relief, including interest, in Plaintiff's favor as the Court may deem appropriate.

Dated: November 28, 2012

/s/ Harold E. Farling
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JURY DEMAND

Pursuant to Rule 38(B) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury of all issues so triable.

/s/ Harold E. Farling
Harold E. Farling
One of the Attorneys for Plaintiff