

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LINEX TECHNOLOGIES, INC. a Delaware
company,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY,
a Delaware corporation;

APPLE COMPUTER INC.,
a California corporation;

ARUBA NETWORKS, INC.,
a Delaware corporation;

MERU NETWORKS, a Delaware corporation; and

RUCKUS WIRELESS, a Delaware corporation,

Defendants.

C.A. No.: 11-400-GMS

JURY TRIAL REQUESTED

SECOND AMENDED COMPLAINT

Linex Technologies, Inc. ("Linex") hereby amends its First Amended Complaint filed on September 18, 2012, as follows. Linex sues Hewlett-Packard Company ("Hewlett-Packard"), Apple Inc. ("Apple"), Aruba Networks, Inc. ("Aruba"), Meru Networks ("Meru"), and Ruckus Wireless ("Ruckus") (collectively "Defendants").

NATURE OF ACTION

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271, *et seq.* to enjoin and obtain damages resulting from Defendants' unauthorized design, manufacture, marketing, use, sale, offer for sale, distribution, and/or importation into the United States for subsequent use or sale of products, methods, processes,

services, and/or systems that infringe one or more claims of U.S. Patent Nos. 6,757,322 (“the ’322 patent”) (Ex. A); RE42,219 (“the ’219 patent”) (Ex. B); and RE43,812 (“the ’812 patent”) (Ex. C) (collectively “the Asserted Patents”). Linex seeks injunctive relief to prevent Defendants from continuing to infringe the Asserted Patents. In addition, Linex seeks recovery of monetary damages resulting from Defendants’ past infringement of these patents.

2. This action for patent infringement involves Defendants’ unauthorized design, manufacture, marketing, use, sale, offer for sale, distribution, and/or importation into the United States for subsequent use or sale of products, methods, processes, services, and/or systems that operate using certain wireless communication methods, which infringe the Asserted Patents and which are used in wireless communications standards in the United States, such as IEEE 802.11n - IEEE Standard for Information Technology - Telecommunications and Information Exchange Between Systems.

THE PLAINTIFF

3. Plaintiff Linex is a corporation organized and existing under the laws of Delaware, having a place of business at 13046 Redon Drive, Palm Beach Gardens, Florida 33410. Linex is the assignee and owner of the entire right, title, and interest in and to the ’322, ’219, and ’812 patents.

THE DEFENDANTS

4. Upon information and belief, defendant Hewlett-Packard is a corporation organized and existing under the laws of Delaware, having a business address at 3000 Hanover Street, Palo Alto, California 94304-1185. Upon information and belief, Hewlett-Packard designs, manufactures, uses, sells, offers for sale, distributes, and/or imports wireless communication products accused of infringement herein.

5. Upon information and belief, Apple is a corporation organized and existing under the laws of California, having a business address at 1 Infinite Loop, Cupertino, California 95014. Upon information and belief, Apple designs, manufactures, uses, sells, offers for sale, distributes, and/or imports wireless communication products accused of infringement herein.

6. Upon information and belief, Aruba is a corporation organized and existing under the laws of Delaware, having a business address at 1344 Crossman Avenue, Sunnyvale, California 94089-1113. Upon information and belief, Aruba designs, manufactures, uses, sells, offers for sale, distributes, and/or imports wireless communication products accused of infringement herein.

7. Upon information and belief, Meru is a corporation organized and existing under the laws of Delaware, having a business address at 894 Ross Drive, Sunnyvale, California 94089. Upon information and belief, Meru designs, manufactures, uses, sells, offers for sale, distributes, and/or imports wireless communication products accused of infringement herein.

8. Upon information and belief, Ruckus is a corporation organized and existing under the laws of Delaware, having a business address at 880 West Maude Avenue, Suite 101, Sunnyvale, California 94085. Upon information and belief, Ruckus designs, manufactures, uses, sells, offers for sale, distributes, and/or imports wireless communication products accused of infringement herein.

JURISDICTION AND VENUE

9. The claims asserted in this Complaint arise under the Patent Laws of the United States, 35 U.S.C. §§ 1-376.

10. Subject matter jurisdiction is proper under 28 U.S.C. §§ 1331 and 1338.

11. This Court has personal jurisdiction over Hewlett-Packard because Hewlett-Packard is incorporated and licensed to do business in Delaware. Also, upon information and belief, Hewlett-Packard continuously, systematically, and purposefully conducts business within Delaware, including but not limited to, shipping, distributing, selling, and/or offering for sale its products within Delaware. In addition, upon information and belief, the acts of infringement alleged in this Complaint are committed by Defendant Hewlett-Packard in Delaware.

12. This Court has personal jurisdiction over Apple because Apple is registered and licensed to do business in Delaware. Also, upon information and belief, Apple continuously, systematically, and purposefully conducts business within Delaware, including but not limited to, shipping, distributing, selling, and/or offering for sale its products within Delaware. In addition, upon information and belief, the acts of infringement alleged in this Complaint are committed by Defendant Apple in Delaware.

13. This Court has personal jurisdiction over Aruba because Aruba is incorporated and licensed to do business in Delaware. Also, upon information and belief, Aruba continuously, systematically, and purposefully conducts business within Delaware, including but not limited to, shipping, distributing, selling, and/or offering for sale its products within Delaware. In addition, upon information and belief, the acts of infringement alleged in this Complaint are committed by Defendant Aruba in Delaware.

14. This Court has personal jurisdiction over Meru because Meru is incorporated and licensed to do business in Delaware. Also, upon information and belief, Meru continuously, systematically, and purposefully conducts business within Delaware, including but not limited to, shipping, distributing, selling, and/or offering for sale its products within Delaware. In addition,

upon information and belief, the acts of infringement alleged in this Complaint are committed by Defendant Meru in Delaware.

15. This Court has personal jurisdiction over Ruckus because Ruckus is incorporated and licensed to do business in Delaware. Also, upon information and belief, Ruckus continuously, systematically, and purposefully conducts business within Delaware, including but not limited to, shipping, distributing, selling, and/or offering for sale its products within Delaware. In addition, upon information and belief, the acts of infringement alleged in this Complaint are committed by Defendant Ruckus in Delaware.

16. Venue is proper under 28 U.S.C. §§ 1391(b)(2), because upon information and belief a substantial part of the events giving rise to the claims described in this Complaint occurred in Delaware, and under § 1391(c), as the Defendants are subject to personal jurisdiction in Delaware.

FACTUAL BACKGROUND

17. Defendants design, manufacture, market, use, sell, offer for sale, distribute, and/or import into the United States products and services that directly infringe, contributorily infringe, and/or induce others to infringe, or are used to practice processes that infringe, one or more claims of the Asserted Patents. Generally, Defendants' infringing products include wireless communication products that operate in a "multiple input, multiple output" ("MIMO") mode over a wireless local area network, as defined in the IEEE 802.11n standard.

Defendants' Accused Products and Processes Infringe the Asserted Patents

18. On information and belief, Hewlett-Packard designs, manufactures, offers to sell, and/or sells products that use MIMO and therefore infringe the Asserted Patents. Those Hewlett-Packard products include, but are not limited to:

Access Points: HP MSM-802.11n Dual Radio Access Point Series (including MSM430 Dual Radio 802.11n Access Point (AM) (J9650A), MSM430 Dual Radio 802.11n Access Point (WW) (J9651A), MSM430 Dual Radio 802.11n Access Point (JP) (J9652A), MSM430 Dual Radio 802.11n Access Point (IL) (J9653A), MSM460 Dual Radio 802.11n Access Point (AM) (J9590A), MSM460 Dual Radio 802.11n Access Point (WW) (J9591A), MSM460 Dual Radio 802.11n Access Point (JP) (J9589A), MSM460 Dual Radio 802.11n Access Point (IL) (J9618A), MSM466 Dual Radio 802.11n Access Point (AM) (J9621A), MSM466 Dual Radio 802.11n Access Point (WW) (J9622A), MSM466 Dual Radio 802.11n Access Point (JP) (J9620A), MSM466 Dual Radio 802.11n Access Point (IL) (J9619A), MSM466-R Dual Radio Outdoor 802.11n Access Point (AM) (J9715A), MSM466-R Dual Radio Outdoor 802.11n Access Point (WW) (J9716A), MSM466-R Dual Radio Outdoor 802.11n Access Point (JP) (J9717A), MSM466-R Dual Radio Outdoor 802.11n Access Point (IL) (J9718A), MSM430 Dual Radio 802.11n Access Point (TAA) (J9654A), MSM460 Dual Radio 802.11n Access Point (TAA) (J9655A), and MSM466 Dual Radio 802.11n Access Point (TAA) (J9656A)); **HP MSM-802.11n Access Point Series** (including MSM410 Access Point (US) (J9426B), MSM410 Access Point (WW) (J9427B), MSM410 Access Point (JP) (J9529B), MSM410 Single Radio 802.11n AP (IL) (J9616A), MSM422 Access Point (US) (J9358B), MSM422 Access Point (WW) (J9359B), MSM422 Access Point (JP) (J9530B), and MSM422 Dual Radio 802.11n Access Point (IL) (J9617A)); **HP M200-802.11n Access Point Series** (including M200 802.11n Access Point (US) (J9467A) and M200 802.11n Access Point (WW) (J9468A)); **HP WA-802.11n Access Point Series** (including WA2612 Single Radio 802.11n Access Point (JD445A), WA2620 Dual Radio 802.11n Access Point (JD472A), WA2610E Single Radio 802.11n Access Point (JD452A), and WA2620E Dual Radio 802.11n Plenum Access Point (JD453A))

Laptops and PCs: HP G62m; HP Pavilion Series; HP Envy Series; HP Envy Pro Series; HP EliteBook Folio 9470m Series; HP Spectre^{XT} Pro Series; HP ProBook 4440s Notebook PC Series; HP ProBook 4540s Notebook PC Series; HP ProBook 6470b Series; HP ProBook 6475b Series; HP ProBook 6570b Series; HP EliteBook 2170p Series; HP EliteBook 2570p Series; HP EliteBook 8470p Notebook PC

Other Products: HP MediaSmart LCD HD TV Series and HP MediaSmart Connect x280n Series

19. On information and belief, Apple designs, manufactures, offers to sell, and/or sells products that use MIMO and therefore infringe the Asserted Patents. Those Apple products include, but are not limited to the MacBook[®], MacBook[®] Air, MacBook[®] Pro, Airport Extreme, and Time Capsule (“Apple Accused Products”).

20. On information and belief, Aruba designs, manufactures, offers to sell, and/or sells products that use MIMO and therefore infringe the Asserted Patents. Those Aruba products include, but are not limited to MST200, MRS1200, MRS2000, MRS4000, RAP-3, RAP-5WN, AP-90 series (including AP-92 series and AP-93 series), AP-93H, AP-100 series (including AP-104 series and AP-105 series), AP-120, AP-121, AP-125, AP-124, AP-130 series (including AP-134 series and AP-135 series), and AP-175 Series (“Aruba Accused Products”).

21. On information and belief, Meru designs, manufactures, offers to sell, and/or sells products that use MIMO and therefore infringe the Asserted Patents. Those Meru products include, but are not limited to the AP300 series access points (including the AP320, AP311, and AP310), AP320i access point, AP110, AP1010 and AP1020 series (including AP1010i, AP1010e, AP1020i, and AP1020e), AP1014, AP332, AP433, OAP380, and OAP433e (“Meru Accused Products”).

22. On information and belief, Ruckus designs, manufactures, offers to sell, and/or sells products that use MIMO and therefore infringe the Asserted Patents. Those Ruckus products include, but are not limited to the ZoneFlex Indoor Products, including but not limited to ZoneFlex 7300 Series (including ZoneFlex 7321, ZoneFlex 7343, and ZoneFlex 7363), ZoneFlex 7982, and ZoneFlex 7962; and ZoneFlex Outdoor Products, including but not limited to ZoneFlex 7762 series (including ZoneFlex 7762, ZoneFlex 7762s, ZoneFlex 7762-T, ZoneFlex 7762-AC, ZoneFlex 7762-S-AC), ZoneFlex 7761-CM, and ZoneFlex 7731 ("Ruckus Accused Products").

23. The Hewlett-Packard Accused Products, Apple Accused Products, Aruba Accused Products, Meru Accused Products, and Ruckus Accused Products are collectively referred to in this Second Amended Complaint as "Defendants' Accused Products." _

Investigation Before the International Trade Commission

24. On May 6, 2011, Linex instituted an investigation in the International Trade Commission ("ITC") against products manufactured by each Defendant that, upon information and belief, infringe the Asserted Patents, to prevent the unlawful importation into the United States, the sale for importation, and the sale within the United States after importation by owners, importers, or consignees of these products. On April 2, 2012, Linex withdrew its complaint in the ITC and the investigation was subsequently terminated.

COUNT I: INFRINGEMENT OF THE '322 PATENT

25. Linex realleges and incorporates by reference each of paragraphs 1-24 above.

26. Defendants make, use, sell, offer to sell, and/or import into the United States for subsequent sale or use the Defendants' Accused Products identified above, which infringe, directly and/or indirectly, claims 9 and 10 of the '322 patent. The '322 patent relates to MIMO

wireless communication systems and methods. On information and belief, Defendants' Accused Products include a MIMO mode of wireless communication that infringes the asserted claims of the '322 patent. In particular, on information and belief, Defendants' Accused Products infringe the asserted claims of the '322 patent by receiving and processing multiple spatial streams using multiple receive antennas. The infringing MIMO mode is described in, for example, Table 20-30 and related portions of the IEEE 802.11n standard.

27. More specifically with respect to indirect infringement by inducement, upon information and belief, HP and Aruba have also infringed claims 9 and 10 of the '322 patent by inducing others to infringe the patent. At least as of the date of the original Complaint in this action and the ITC Complaint, both filed on May 6, 2011, HP and Aruba have had knowledge of the patent and, upon information and belief, have induced and continue to induce direct infringement of the patent by aiding and abetting infringement by users and/or customers in the United States, including but not limited to users and/or customers of HP's E-MSM 466 and Aruba's AP-120, AP-124, and AP-92. HP and Aruba have intentionally taken action, have actually induced and continue to induce direct infringement by users and/or customers in United States, and have known that their acts have been and are causing infringement of the '322 patent. These acts include, but are not limited to, HP's and Aruba's respective offers to sell and sales of HP's E-MSM 466 and AP-120, AP-124, and AP-92 in the United States, as well as HP's and Aruba's respective promotions on their websites of HP's E-MSM 466 and Aruba's AP-120, AP-124, and AP-92, their MIMO functionalities, and their compliancy with the IEEE 802.11n standard. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to its E-MSM 466 (see Exhibit D at 8, listing HP part numbers for HP external antennas for connecting to the E-MSM 466). Similarly, Aruba advertises that its AP-120 is to be used with

external antennas attached to the connectors on the AP-120. (*See* Exhibit E at 1, depicting multiple antennas attached to the AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba's AP-120).

28. More specifically with respect to contributory infringement, upon information and belief, HP and Aruba have also infringed claims 9 and 10 of the '322 patent by contributing to the patent's infringement by others. At least as of the date of the original Complaint in this action and the ITC Complaint, both filed on May 6, 2011, HP and Aruba have had knowledge of the patent and have contributed and continue to contribute to direct infringement of the patent by supplying an important (material) component of the infringing products to users and/or customers in the United States, including but not limited to HP's E-MSM 466 and Aruba's AP-120, AP-124, and AP-92, which are not common components suitable for substantial non-infringing use. Upon information and belief, HP and Aruba supply the components with knowledge of the patent and knowledge that the components were specially made or adapted for use in an infringing manner and that customers and end users directly infringe the patent in the United States. For example, HP's E-MSM 466 and Aruba's AP-120, AP-124, and AP-92 include elements specially made or adapted for use to achieve MIMO functionality and comply with IEEE 802.11n standard. Upon information and belief, HP and Aruba have contributed to the infringement of the '322 patent by marketing and distributing at least HP's E-MSM 466 and Aruba's AP-120, AP-124, and AP-92 products to the end users and/or customers. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to the its E-MSM 466 (*see* Exhibit D at 8, listing HP part numbers for HP external antennas for connecting to the E-MSM 466). Similarly, Aruba advertises that its AP-120 is to be used with external antennas attached to the connectors on the AP-120. (*See* Exhibit E at 1, depicting multiple antennas attached to the

AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba's AP-120).

29. Linex is entitled to recover damages adequate to compensate for the infringement.

COUNT II: INFRINGEMENT OF THE '219 PATENT

30. Linex realleges and incorporates by reference each of paragraphs 1-29 above.

31. Defendants make, use, sell, offer to sell, and/or import into the United States for subsequent sale or use the Defendants' Accused Products identified above, which infringe, directly, and/or indirectly, claims 97, 107-109, 119-121, 131-133, 144, and 145 of the '219 patent. The '219 patent relates to MIMO wireless communication systems and methods. On information and belief, Defendants' Accused Products include a MIMO mode of wireless communication that infringes the asserted claims of the '219 patent. In particular, on information and belief, Defendants' Accused Products infringe the asserted claims by receiving and processing multiple spatial streams using multiple receive antennas. The infringing MIMO mode is described in, for example, Table 20-30 and related portions of the IEEE 802.11n standard.

32. More specifically with respect to indirect infringement by inducement, upon information and belief, HP and Aruba have also infringed claims 97, 107-109, 119-121, 131-133, 144, and 145 of the '219 patent by inducing others to infringe the patent, and Apple, Meru, and Ruckus have infringed claims 109, 119, 120, 133, 144, and 145 of the '219 patent by inducing others to infringe the patent. At least as of the date of the original Complaint in this action and the ITC Complaint, both filed on May 6, 2011, Defendants have had knowledge of the patent and, upon information and belief, have induced and continue to induce direct infringement of the patent by aiding and abetting infringement by users and/or customers in the United States,

including but not limited to users and/or customers of the Defendants' Accused Products identified above. Defendants have intentionally taken action, have actually induced and continue to induce direct infringement by customers in the United States, and have known that their acts have been and are causing infringement of the patent. These acts include, but are not limited to, Defendants' respective offers to sell and sales of the Defendants' Accused Products in the United States, as well as Defendants' respective promotions on their websites and marketing materials of the Accused Products, their MIMO functionalities, and their compliancy with the IEEE 802.11n standard.

33. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to the E-MSM 466 and promotes using 802.11n (*see* Exhibit D at 2, stating that “[f]or maximum performance, the . . . E-MSM466 [supports] MIMO . . . 802.11n,” and at 8, listing HP part numbers for HP external antennas for connecting to the E-MSM 466). Similarly, Aruba advertises, for example, that its AP-120, AP-124, and AP-92 are to be used with external antennas attached to the connectors on the AP-120, AP-124, and AP-92, and promotes using 802.11n. (*See* Exhibit E at 1, promoting “2x3, 3x3 Multiple-In, Multiple-Out (MIMO)” and depicting multiple antennas attached to the AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba’s AP-120). Apple advertises, for example, its Airport Extreme and promotes using 802.11n. (*See* Exhibit F at 1, stating “Based on the IEEE 802.11n specification, AirPort Extreme uses a technology called multiple-input multiple-output (MIMO) . . . The result? AirPort Extreme delivers data transfer speeds up to five times those of 802.11g wireless networks — while achieving up to twice the range.”). Meru advertises, for example, its AP1010 and promotes using 802.11n. (*See* Exhibit G at 1, stating “[t]he AP1010 and AP1020 are 802.11a/b/g/n enterprise wireless access points with a 2x2:2 MIMO design.”). Ruckus

advertises, for example, its Zoneflex 7300 series and promotes using 802.11n. (*See* Exhibit H at 1).

34. More specifically with respect to contributory infringement, upon information and belief, HP and Aruba have also infringed claims 97, 107-109, 119-121, 131-133, 144, and 145 of the '219 patent by contributing to the patent's infringement by others, and Apple, Meru, and Ruckus have also infringed claims 109, 119, 120, 133, 144, and 145 of the '219 patent by contributing to the patent's infringement by others. At least as of the date of the original Complaint in this action and the ITC Complaint, both filed on May 6, 2011, Defendants have had knowledge of the patent and have contributed and continue to contribute to direct infringement of the patent by supplying an important (material) component of the infringing products and methods to users and/or customers in the United States, including but not limited to the Accused Products identified above or portions thereof, which are not common components suitable for substantial non-infringing use. Upon information and belief, Defendants supply the components with knowledge of the patent and knowledge that the components were specially made or adapted for use in an infringing manner and that customers and end users directly infringe the patent in the United States.

35. Defendants' Accused Products include elements specially made or adapted for use to achieve MIMO functionality and comply with IEEE 802.11n standard. Upon information and belief, Defendants have contributed to the infringement of the '219 patent by marketing and distributing the Accused Products to the end users and/or customers. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to the E-MSM 466 and promotes using 802.11n (*see* Exhibit D at 2, stating that "[f]or maximum performance, the . . . E-MSM466 [supports] MIMO . . . 802.11n," and at 8, listing HP part numbers for HP external antennas for

connecting to the E-MSM 466). Similarly, Aruba advertises, for example, that its AP-120, AP-124, and AP-92 are to be used with external antennas attached to the connectors on the AP-120, AP-124, and AP-92, and promotes using 802.11n. (See Exhibit E at 1, promoting “2x3, 3x3 Multiple-In, Multiple-Out (MIMO)” and depicting multiple antennas attached to the AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba’s AP-120). Apple advertises, for example, its Airport Extreme and promotes using 802.11n. (See Exhibit F at 1, stating “Based on the IEEE 802.11n specification, AirPort Extreme uses a technology called multiple-input multiple-output (MIMO) The result? AirPort Extreme delivers data transfer speeds up to five times those of 802.11g wireless networks — while achieving up to twice the range.”). Meru advertises, for example, its AP1010 and promotes using 802.11n. (See Exhibit G at 1, stating “[t]he AP1010 and AP1020 are 802.11a/b/g/n enterprise wireless access points with a 2x2:2 MIMO design.”). Ruckus advertises, for example, its Zoneflex 7300 series and promotes using 802.11n. (See Exhibit H at 1).

36. Linex is entitled to recover damages adequate to compensate for the infringement.

COUNT III: INFRINGEMENT OF THE '812 PATENT

37. Linex realleges and incorporates by reference each of paragraphs 1-36 above.

38. Defendants make, use, sell, offer to sell, and/or import into the United States for subsequent sale or use the Defendants’ Accused Products identified above, which infringe, directly, and/or indirectly, claims 97, 98, 101, 102, and 106 of the ’812 patent. The ’812 patent relates to MIMO wireless communication systems and methods. On information and belief, Defendants’ Accused Products include a MIMO mode of wireless communication that infringes the asserted claims of the ’812 patent. In particular, on information and belief, Defendants’ Accused Products infringe the asserted claims by receiving and processing multiple spatial

streams using multiple receive antennas. The infringing MIMO mode is described in, for example, Table 20-30 and related portions of the IEEE 802.11n standard.

39. More specifically with respect to indirect infringement by inducement, upon information and belief, Defendants have also infringed claims 97, 98, 101, 102, and 106 of the '812 patent by inducing others to infringe the patent, and Apple, Meru, and Ruckus have infringed claim 106 of the '812 patent by inducing others to infringe the patent.. At least as of the date of the Second Amended Complaint in this action, Defendants have had knowledge of the patent and, upon information and belief, have induced and continue to induce direct infringement of the patent by aiding and abetting infringement by users and/or customers in the United States, including but not limited to users and/or customers of the Defendants' Accused Products identified above. Defendants have intentionally taken action, have actually induced and continue to induce direct infringement by customers in United States, and have known that their acts have been and are causing infringement of the patent. These acts include, but are not limited to, Defendants' respective offers to sell and sales of the Accused Products in the United States, as well as Defendants' respective promotions on their websites and marketing materials of the Defendants' Accused Products, their MIMO functionalities, and their compliancy with the IEEE 802.11n standard.

40. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to the E-MSM 466 and promotes using 802.11n (*see* Exhibit D at 2, stating that "[f]or maximum performance, the . . . E-MSM466 [supports] MIMO . . . 802.11n," and at 8, listing HP part numbers for HP external antennas for connecting to the E-MSM 466). Similarly, Aruba advertises, for example, that its AP-120, AP-124, and AP-92 are to be used with external antennas attached to the connectors on the AP-120, AP-124, and AP-92, and promotes using

802.11n. (See Exhibit E at 1, promoting “2x3, 3x3 Multiple-In, Multiple-Out (MIMO)” and depicting multiple antennas attached to the AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba’s AP-120). Apple advertises, for example, its Airport Extreme and promotes using 802.11n. (See Exhibit F at 1, stating “Based on the IEEE 802.11n specification, AirPort Extreme uses a technology called multiple-input multiple-output (MIMO) . . . The result? AirPort Extreme delivers data transfer speeds up to five times those of 802.11g wireless networks — while achieving up to twice the range.”). Meru advertises, for example, its AP1010 and promotes using 802.11n. (See Exhibit G at 1, stating “[t]he AP1010 and AP1020 are 802.11a/b/g/n enterprise wireless access points with a 2x2:2 MIMO design.”). Ruckus advertises, for example, its Zoneflex 7300 series and promotes using 802.11n. (See Exhibit H at 1).

41. More specifically with respect to contributory infringement, upon information and belief, Defendants’ have also infringed claims 97, 98, 101, 102, and 106 of the ’812 patent by contributing to the patent’s infringement by others, and Apple, Meru, and Ruckus have infringed claim 106 of the ’812 patent by contributing to the patent’s infringement by others. At least as of the date of the Second Amended Complaint in this action, Defendants have had knowledge of the patent and have contributed and continue to contribute to direct infringement of the patent by supplying an important (material) component of the infringing products and method to users and/or customers in the United States, including but not limited to the Defendants’ Accused Products identified above or portions thereof, which are not common components suitable for substantial non-infringing use. Upon information and belief, Defendants supply the components with knowledge of the patent and knowledge that the components were specially made or

adapted for use in an infringing manner and that customers and end users directly infringe the patent in the United States.

42. For example, Defendants' Accused Products include elements specially made or adapted for use to achieve MIMO functionality and comply with IEEE 802.11n standard. Upon information and belief, Defendants have contributed to the infringement of the '812 patent by marketing and distributing the Accused Products to the end users and/or customers.

43. For example, HP advertises its E-MSM 466 along with HP antennas for connecting to the E-MSM 466 and promotes using 802.11n (*see* Exhibit D at 2, stating that "[f]or maximum performance, the . . . E-MSM466 [supports] MIMO . . . 802.11n," and at 8, listing HP part numbers for HP external antennas for connecting to the E-MSM 466). Similarly, Aruba advertises, for example, that its AP-120 AP-124, and AP-92 are to be used with external antennas attached to the connectors on the AP-120, AP-124, and AP-92, and promotes using 802.11n. (*See* Exhibit E at 1, promoting "2x3, 3x3 Multiple-In, Multiple-Out (MIMO)" and depicting multiple antennas attached to the AP-120, and at 2, listing a part number for Aruba external antennas for connecting to Aruba's AP-120). Apple advertises, for example, its Airport Extreme and promotes using 802.11n. (*See* Exhibit F at 1, stating "Based on the IEEE 802.11n specification, AirPort Extreme uses a technology called multiple-input multiple-output (MIMO) . . . The result? AirPort Extreme delivers data transfer speeds up to five times those of 802.11g wireless networks — while achieving up to twice the range."). Meru advertises, for example, its AP1010 and promotes using 802.11n. (*See* Exhibit G at 1, stating "[t]he AP1010 and AP1020 are 802.11a/b/g/n enterprise wireless access points with a 2x2:2 MIMO design."). Ruckus advertises, for example, its Zoneflex 7300 series and promotes using 802.11n. (*See* Exhibit H at 1).

44. Linex is entitled to recover damages adequate to compensate for the infringement.

JURY DEMAND

45. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Linex requests a trial by jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Linex respectfully requests that the Court enter judgment against each Defendant, as follows:

A. determining that each Defendant has infringed one or more claims of the '322, '219, and '812 patents;

B. permanently enjoining each Defendant, its officers, agents, servants, employees, and attorneys, and all those persons in active concert or participation with them or any of them who receive actual notice of the judgment, from further infringement of the '322, '219, and '812 patents;

C. ordering each Defendant to account for and pay to Linex all damages suffered by Linex as a consequence of the infringement of the '322, '219, and '812 patents by that Defendant;

D. awarding Linex prejudgment and post-judgment interest on the damages suffered by it as a consequence of the infringement of the '322, '219, and '812 patents by each Defendant;

E. finding that this is an exceptional case under 35 U.S.C. § 285 and awarding Linex its reasonable attorney fees; and

F. granting Linex such other and further relief as the Court may deem just and proper.

PROCTOR HEYMAN LLP

/s/ Neal C. Belgam

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