

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
(Northern Division)

ENDEAVOR MESHTECH, INC.,

Plaintiff,

v.

3E TECHNOLOGIES INTERNATIONAL,
INC.

Defendant.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Endeavor MeshTech, Inc. (hereinafter, "Plaintiff" or "Endeavor"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against 3E Technologies International, Inc. (hereinafter, "Defendant" or "3eTI") as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant's infringement of Plaintiff's United States Patent Nos. 7,379,981 (hereinafter, the "'981 Patent"), 8,700,749 (hereinafter, the "'749 Patent"), and 8,855,019 (hereinafter, the "'019 Patent") (collectively, the "Patents-in-Suit"), copies of which are attached hereto as Exhibits A, B and C, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. Endeavor is a corporation organized and existing under the laws of the State of Delaware and maintains its principal place of business at 140 Broadway, 46th Floor, New York, New York, 10005.

3. Based upon public information, Defendant is a corporation duly organized and existing under the laws of Maryland and has its principal place of business (corporate headquarters) located at 9715 Key West Avenue, Rockville, Maryland 20850 (Montgomery County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises 3ETI EnergyGuard™, AirGuard™, and VirtualFence™ wireless mesh networks and wireless sensor networks product lines, including the AirGuard WiMesh Endpoints, WiMesh AccessPoints, WiMesh PAC-Link, iMesh Gateway, iMesh Sensor Node, VirtualFence Appliance, Virtual Fence Video Server, Virtual Fence VPMS Kit, UltraBase, and EnergyGuard Appliance. *See Exhibits D-I.*

JURISDICTION AND VENUE

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Defendant because: Defendant has minimum contacts within the State of Maryland and in the District of Maryland; Defendant has purposefully availed itself of the privileges of conducting business in the State of Maryland and in the District of Maryland; Defendant has sought protection and benefit from the laws of the

State of Maryland; Defendant regularly conducts business within the State of Maryland and within the District of Maryland, and Plaintiff's causes of action arise directly from Defendant's business contacts and other activities in the State of Maryland and in the District of Maryland, including the Counties comprising the Northern Division.

7. More specifically, Defendant, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated services in the United States, the State of Maryland, and the District of Maryland including the Counties comprising the Northern Division. Based upon public information, Defendant has committed patent infringement in the State of Maryland and in the District of Maryland including the Counties comprising the Northern Division. Defendant solicits customers in the State of Maryland and in the District of Maryland including the Counties comprising the Northern Division. Defendant has many paying customers who are residents of the State of Maryland and the District of Maryland and who use Defendant's products in the State of Maryland and in the District of Maryland, including the Counties comprising the Northern Division. Defendant's principal place of business is in the District of Maryland.

8. Venue is proper in the District of Maryland, Northern Division, pursuant to 28 U.S.C. §§ 1391 and 1400(b).

BACKGROUND INFORMATION

9. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent), and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right

to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Defendant for infringement and recover past damages.

10. Based upon public information, Defendant owns, operates, advertises, and/or controls the website <http://www.ultra-3eti.com>, through which Defendant advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the following products and related services (the “Accused Product and Services”): 3ETI EnergyGuard™, AirGuard™, SmartSystems™, UltraBase Solutions™, and VirtualFence™ wireless mesh networks and wireless sensor networks product lines, including the AirGuard WiMesh Endpoints, WiMesh AccessPoints, WiMesh PAC-Link, iMesh Gateway, iMesh Sensor Node, VirtualFence Appliance, Virtual Fence Video Server, Virtual Fence VPMS Kit, UltraBase Solutions, and EnergyGuard Appliance (*see Exhibits D-I*), and more specifically, the AirGuard WiMesh Access Point 3e-525A, AirGuard WiMesh Access Point 3e-525N, AirGuard WiMesh End Point 3e-523N, AirGuard WiMesh End Point 3e-523N, AirGuard WiMesh End Point 3e-523A, AirGuard WiMesh PAC-Link 3e-523S, AirGuard iMesh Gateway AirGuard 3e-545A, iMesh Sensor Node 3e-543A, VirtualFence Appliance 3e-733A, VirtualFence Video Server 3e-525V, VirtualFence VPMS Kit 3e-735AC/3e-735CC, EnergyGuard Appliance 3e-723A, UltraBase Integrated C2 Environment, and all substantively similar products and any of the predecessors and future versions of the foregoing. *See Exhibits K-W*.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,379,981

11. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

12. Plaintiff is informed and believes that Defendant has infringed and continues to infringe the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the 3ETI 3ETI EnergyGuard™, AirGuard™, SmartSystems™, UltraBase Solutions™, and VirtualFence™ wireless mesh networks and wireless sensor networks product lines, including AirGuard WiMesh Endpoints (a “3ETI Node”), WiMesh AccessPoints (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), WiMesh PAC-Link (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), iMesh Gateway (a “3ETI Gateway”), iMesh Sensor Node (a “3ETI Node”), VirtualFence Appliance (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), Virtual Fence Video Server (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), Virtual Fence VPMS Kit, UltraBase Solutions, and EnergyGuard Appliance (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”). Based upon public information, Defendant has infringed and continues to infringe one or more claims of the '981 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-organizing wireless network that incorporates a group of virtual network nodes (3ETI Nodes) coupled to a gateway(s) (3ETI Gateway(s)) to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services, and the Accused Products and Services infringe one or more of the claims of the '981 Patent by providing networking solutions that comprise a “self-forming, self-healing mesh network” to Defendant’s customers *See*, each of Exhibits K-W, at p. 2 (under “Wireless Features” section). Defendant’s Accused Products and Services are available for sale

on its website and through various retailers located in this district and throughout the United States. *See, e.g., Exhibits D-I.*

13. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '981 Patent in this district and elsewhere in the United States, by its intentional acts which have, among other things, successfully encouraged, instructed, enabled, and otherwise caused Defendant's customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the '981 Patent as early as the date of service of the Original Complaint in this action, Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '981 Patent. Based upon public information, Defendant's source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendant has specifically intended its customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See e.g. Exhibits D-J.* Specifically, Defendant offers design services to select, deploy and integrate Defendant's products to assist its customers in establishing and using its self-organizing mesh systems. *See e.g. Exhibits D-J.* Based upon public information, Defendant knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce

infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

14. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

15. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

16. Defendant's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,700,749

17. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

18. Plaintiff is informed and believes that Defendant has infringed and continues to infringe the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the 3ETI 3ETI EnergyGuard™, AirGuard™, SmartSystems™, UltraBase Solutions™, and VirtualFence™ wireless mesh networks and wireless sensor networks product lines, including AirGuard WiMesh Endpoints (a "3ETI Node"), WiMesh AccessPoints (depending on "operation mode," either a "3ETI Node" or "3ETI Gateway"), WiMesh PAC-Link (depending on "operation mode," either a "3ETI Node" or "3ETI Gateway"), iMesh Gateway (a "3ETI Gateway"), iMesh Sensor Node (a "3ETI Node"), VirtualFence Appliance (depending on "operation mode," either a "3ETI Node" or "3ETI

Gateway”), Virtual Fence Video Server (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), Virtual Fence VPMS Kit, UltraBase Solutions, and EnergyGuard Appliance (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”). Based upon public information, Defendant has infringed and continues to infringe one or more claims of the ’749 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-organizing wireless network that incorporates a group of virtual network nodes (3ETI Nodes) coupled to a gateway(s) (3ETI Gateway(s)) to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services, and the Accused Products and Services infringe one or more of the claims of the ’749 Patent by providing networking solutions that comprise a “self-forming, self-healing mesh network” to Defendant’s customers *See*, each of Exhibits K-W, at p. 2 (under “Wireless Features” section). Defendant’s Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States. *See, e.g., Exhibits D-I.*

19. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the ’749 Patent in this district and elsewhere in the United States, by its intentional acts which have, among other things, successfully encouraged, instructed, enabled, and otherwise caused Defendant’s customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the ’749 Patent as early as the date of service of the Original Complaint in this action, Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the ’749 Patent. Based

upon public information, Defendant's source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendant has specifically intended its customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See e.g. Exhibits D-J.* Specifically, Defendant offers design services to select, deploy and integrate Defendant's products to assist its customers in establishing and using its self-organizing mesh systems. *See e.g. Exhibits D-J.* Based upon public information, Defendant knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

20. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

21. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

22. Defendant's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,855,019

23. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-10 above.

24. Plaintiff is informed and believes that Defendant has infringed and continues to infringe the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the 3ETI 3ETI EnergyGuard™, AirGuard™, SmartSystems™, UltraBase Solutions™, and VirtualFence™ wireless mesh networks and wireless sensor networks product lines, including AirGuard WiMesh Endpoints (a “3ETI Node”), WiMesh AccessPoints (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), WiMesh PAC-Link (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), iMesh Gateway (a “3ETI Gateway”), iMesh Sensor Node (a “3ETI Node”), VirtualFence Appliance (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), Virtual Fence Video Server (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”), Virtual Fence VPMS Kit, UltraBase Solutions, and EnergyGuard Appliance (depending on “operation mode,” either a “3ETI Node” or “3ETI Gateway”). Based upon public information, Defendant has infringed and continues to infringe one or more claims of the '019 Patent because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices that form a self-organizing wireless network that incorporates a group of virtual network nodes (3ETI Nodes) coupled to a gateway(s) (3ETI Gateway(s)) to provide a communication access point between the nodes and an external network, including at least the Accused Products and Services, and the Accused Products and Services infringe one or more of the claims of the '019 Patent by providing networking solutions that comprise a “self-forming, self-healing mesh network” to Defendant’s customers *See*, each of Exhibits K-W, at p. 2 (under

“Wireless Features” section). Defendant’s Accused Products and Services are available for sale on its website and through various retailers located in this district and throughout the United States. *See, e.g., Exhibits D-I.*

25. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the ’019 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant’s customers to use the Accused Products and Services in an infringing manner. Despite knowledge of the ’019 Patent as early as the date of service of the Original Complaint in this action, Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the ’019 Patent. Based upon public information, Defendant’s source of revenue and business focus is the provision of and sale of the Accused Products and Services. Based upon public information, Defendant has specifically intended its customers to use its products and services in such a way that infringes the ’019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant’s website including information brochures, promotional material, and contact information. *See e.g. Exhibits D-J.* Specifically, Defendant offers design services to select, deploy and integrate Defendant’s products to assist its customers in establishing and using its self-organizing mesh systems. *See e.g. Exhibits D-J.* Based upon public information, Defendant knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce

infringement by its customers by continuing to sell, support, and instruct its customers on using the Accused Products and Services.

26. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

27. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

28. Defendant's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

29. Plaintiff demands a trial by jury on all issues.

PRAYER FOR RELIEF

30. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Defendant;
- B. An adjudication that Defendant has induced infringement of one or more claims of the Patents-in-Suit;
- C. An award of damages to be paid by Defendant adequate to compensate Plaintiff for Defendant's past infringement and any continuing or future

infringement up until the date such judgment is entered, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Defendant's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;

- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Defendant and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Dated: December 28, 2015

Respectfully submitted,

/s/Marc S. Rosen

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