

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

2012 OCT -3 P 1:08

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

BASCOM RESEARCH, LLC a Virginia Limited
Liability Company,

Plaintiff,

v.

BROADVISION, INC., a Delaware Corporation,

Serve: The Prentice-Hall Corporation
System, Inc., Registered Agent
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Defendant.

Case No.

1:12cv1115
LMB/JFA

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Bascom Research, LLC (“Bascom”) files this Complaint for Patent Infringement and Jury Demand against Defendant BroadVision, Inc. (“Defendant” or “BroadVision”) and alleges as follows:

THE PARTIES

1. Bascom is a Virginia limited liability company organized and existing under the laws of Virginia having a principal place of business at 7025 Elizabeth Drive, McLean, Virginia 22101.
2. On information and belief, Defendant is a Delaware corporation organized and existing under the laws of Delaware, with its principal place of business at 1600 Seaport Boulevard, Suite 550, North Bldg., Redwood City, California 94063, and with additional United States offices in Waltham, Massachusetts.

JURISDICTION AND VENUE

3. This action arises under the Patent Act, 35 U.S.C. § 101 *et seq.* This Court has original jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1338.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(b).

5. This Court has personal jurisdiction over Defendant. Upon information and belief, Defendant does business in this District and has, and continues to, infringe and/or induce the infringement in Virginia and in this District. In addition, the Court has personal jurisdiction over Defendant because it has established minimum contacts with the forum and the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

FACTS COMMON TO ALL COUNTS

6. On September 19, 2006, U.S. Patent No. 7,111,232 (“the ‘232 Patent”), entitled METHOD AND SYSTEM FOR MAKING DOCUMENT OBJECTS AVAILABLE TO USERS OF A NETWORK, was issued to Thomas Layne Bascom. A true and correct copy of the ‘232 Patent is attached to this Complaint as Exhibit A and is incorporated by reference herein.

7. All rights, title, and interest in the ‘232 Patent have been assigned to Bascom, which is the sole owner of the ‘232 Patent.

8. On November 21, 2006, U.S. Patent No. 7,139,974 (“the ‘974 Patent”), entitled FRAMEWORK FOR MANAGING DOCUMENT OBJECTS STORED ON A NETWORK, was issued to Thomas Layne Bascom. A true and correct copy of the ‘974 Patent is attached to this Complaint as Exhibit B and is incorporated by reference herein.

9. All rights, title, and interest in the ‘974 Patent have been assigned to Bascom, which is the sole owner of the ‘974 Patent.

10. On January 2, 2007, U.S. Patent No. 7,158,971 (“the ‘971 Patent”), entitled METHOD FOR SEARCHING DOCUMENT OBJECTS ON A NETWORK, was issued to Thomas Layne

Bascom. A true and correct copy of the '971 Patent is attached to this Complaint as Exhibit C and is incorporated by reference herein.

11. All rights, title, and interest in the '971 Patent have been assigned to Bascom, which is the sole owner of the '971 Patent.

12. On information and belief, Defendant makes, uses and/or sells products marketed to the public under the name "Clearvale" (the "Clearvale Products").

13. The Clearvale Products provide a social networking platform that allows its users to create their own personal profiles, link with their co-workers, join common-interest user groups, and engage a variety of content. The Clearvale Products are built on a social graph which connects the users of the Clearvale Products which is accessible via the Clearvale Application Program Interface (API). The Clearvale API uniformly represents objects in the graphs and the connections between them. Clearvale generally uses URL-encoded request parameter values and language specific POST requests to query the data exposed by the Clearvale API.

14. Every object in the social graph has the ability to be connected to other objects. For example, a user can create a profile, join a social community, generate tasks, manage files, participate in forums, and upload photos and video. Each object has a variety of fields that correspond to data relating to the object. For example, the Profile object contains the personal information of the user such the ID, first name, last name, email, language, brief description, company name, etc.

15. All of the objects in the social graph are linked to each other via connections. In some circumstances, these connections involve the following of groups, people and content. In other circumstances, connections are managed through communities, forums and memberships. Connections can be established for anyone who is registered to use the Clearvale Products and for any content they create. Content created by a user is typically associated with a particular space or group

and is public in the community and searchable. Additional information regarding the objects and connections can be found in the Clearvale Developer Guide.

16. Upon information and belief, there are additional objects and related information available to developers employed by BroadVision that are not available to the general public. Accordingly, the above listed objects and related information are exemplary and not limiting.

17. The Clearvale Products contain an activity stream. This stream allows users to share content and insights to the various connections. The activity stream is exposed via the Clearvale API using the Activity API. The activity stream is displayed in the My Streams interface which manages, filters and personalizes multiple data streams. For example, the activity stream is populated by the content, people and groups that are connected to the user. The activity stream for a user can also be accessed via the `activities.get_activities` and related mechanisms.

18. Notably, the Clearvale API is primarily marketed to third-party developers. However, any description of this mechanism is not intended to be limiting. Instead, the description of this mechanism is intended to demonstrate the existence of components that are contained within the backend of the Clearvale Products. Thus, the analysis provided herein is relevant to the Clearvale Products as a whole and is not limited to third-party development tools. Furthermore, upon information and belief, developers employed by BroadVision utilize similar, if not the same mechanisms, in order to develop and maintain the Clearvale Products.

19. BroadVision requires its users to activate an account in order to use Clearvale Products. Activation of an account requires a user to agree to terms and conditions that dictate how they use the Clearvale Products. Clearvale generates a unique Profile object that is generally accessible utilizing the Profile API for each account which contains the personal information of the user. Clearvale also generates connections for each Profile object that associates the Profile object with other objects in

the social graph. The establishment of these objects and connections may generate activity on the Clearvale Products which are viewable to the user and/or other users of the Clearvale Products via the activity stream. BroadVision provides detailed instructions to its users regarding all aspects of the Clearvale Products which results in the generation of objects, connections and activity on the Clearvale Products. These instructions can be found at <http://clearvale.com>.

20. BroadVision also permits third-party developers to access and use the Clearvale Products. BroadVision requires third-party developers to agree to terms and conditions that dictate how they access and use the Clearvale Products. Third-party developers have access to a variety of objects and connections in order to build applications and websites that integrate with the Clearvale Products. BroadVision provides detailed instructions to developers to enable them to integrate with the Clearvale Products to create applications. These instructions can be found in the Clearvale Developer Guide.

21. On information and belief, Defendant has been and is now infringing the '232 Patent, the '974 Patent, and the '971 Patent (collectively "the Patents-In-Suit") in the state of Virginia, in this judicial District, and elsewhere in the United States by, among other things, making, using, and operating the system and methods on the Clearvale Products. Reference to the Clearvale Products includes the set of development tools and APIs provided to third-party developers.

22. By way of non-limiting example, as discussed above, the Clearvale Products include a number of document objects that represent various entities. The Clearvale Products also contain a number of linking relationships that connect the document objects to each other. These linking relationships contain a variety of attributes that describe the linking relationship. By way of non-limiting example, these attributes may be found in the social graph of the Clearvale Products which is exposed via the Clearvale API and may be manipulated using various API mechanisms. Each of the

elements of the social graph, including the link relationships, may be retrieved using a unique identifier and presented based on the particular implementation of the application. Furthermore, users of the Clearvale Products are given the ability to access objects based on their relationship to other objects. For at least these reasons, the Clearvale Products infringes the Patents-In-Suit.

23. In addition to directly infringing the Patents-In-Suit pursuant to 35 U.S.C. § 271(a) either literally or under the doctrine of equivalents, Defendant indirectly infringes the Patents-In-Suit pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including its users, to perform all or some of the steps of the method claims, either literally or under the doctrine of equivalents, of the Patents-In-Suit.

COUNT I
(Infringement of the '232 Patent)

24. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

25. Bascom is informed and believes Defendant has infringed and continues to infringe, and has actively and knowingly induced and continues to actively and knowingly induce infringement of one or more claims of the '232 Patent, all in violation of 35 U.S.C. § 271(a)(b).

26. Bascom is informed and believes Defendant's infringement is based upon literal infringement or, in the alternative, infringement under the doctrine of equivalents.

27. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Bascom.

28. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to the Clearvale, which embody the patented invention of the '232 Patent.

29. Bascom is informed and believes, and based thereon alleges, that Defendant has induced and continues to induce others to infringe the '232 Patent under 35 U.S.C. § 271(b) by actively and intentionally aiding and abetting others, including its users, to infringe.

30. Bascom is informed and believes that as a result of Defendant's unlawful activities, Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

31. Bascom is informed and believes that Defendant's infringement of the '232 Patent has injured and continues to injure Bascom in an amount to be proven at trial.

COUNT II
(Infringement of the '974 Patent)

32. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

33. Bascom is informed and believes Defendant has infringed and continues to infringe, and has actively and knowingly induced and continues to actively and knowingly induce infringement of one or more claims of the '974 Patent, all in violation of 35 U.S.C. § 271(a)(b).

34. Bascom is informed and believes Defendant's infringement is based upon literal infringement or, in the alternative, infringement under the doctrine of equivalents.

35. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Bascom.

36. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to the Clearvale, which embody the patented invention of the '974 Patent.

37. Bascom is informed and believes, and based thereon alleges, that Defendant has induced and continues to induce others to infringe the '974 Patent under 35 U.S.C. § 271(b) by actively and intentionally aiding and abetting others, including its users, to infringe.

38. Bascom is informed and believes that as a result of Defendant's unlawful activities, Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

39. Bascom is informed and believes that Defendant's infringement of the '974 Patent has injured and continues to injure Bascom in an amount to be proven at trial.

COUNT III
(Infringement of the '971 Patent)

40. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

41. Bascom is informed and believes Defendant has infringed and continues to infringe, and has actively and knowingly induced and continues to actively and knowingly induce infringement of one or more claims of the '971 Patent, all in violation of 35 U.S.C. § 271(a)(b).

42. Bascom is informed and believes Defendant's infringement is based upon literal infringement or, in the alternative, infringement under the doctrine of equivalents.

43. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing products and services have been without the permission, consent, authorization or license of Bascom.

44. Defendant's infringement includes, but is not limited to, the manufacture, use, sale, importation and/or offer for sale of Defendant's products and services, including but not limited to the Clearvale, which embody the patented invention of the '971 Patent.

45. Bascom is informed and believes, and based thereon alleges, that Defendant has induced and continues to induce others to infringe the '971 Patent under 35 U.S.C. § 271(b) by actively and intentionally aiding and abetting others, including its users, to infringe.

46. Bascom is informed and believes that as a result of Defendant's unlawful activities, Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

47. Bascom is informed and believes that Defendant's infringement of the '971 Patent has injured and continues to injure Bascom in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Bascom prays for judgment and relief as follows:

- A. An entry of judgment holding Defendant has infringed, is infringing, and has induced infringement of the '232 Patent, '974 Patent and '971 Patent.
- B. A preliminary and permanent injunction against Defendant and its officers, employees, agents, servants, attorneys, instrumentalities, and/or those in privity with them, from infringing, or inducing the infringement of the '232 Patent, '974 Patent and/or the '971 Patent, and for all further and proper injunctive relief pursuant to 35 U.S.C. § 283;
- C. An award to Bascom of such damages as it shall prove at trial against Defendant that is adequate to fully compensate Bascom for Defendant's infringement of the '232 Patent, '974 Patent and '971 Patent, said damages to be no less than a reasonable royalty;
- D. A finding that this case is "exceptional" and an award to Bascom of its costs and reasonable attorney's fees, as provided by 35 U.S.C. § 285.
- E. An accounting of all infringing sales and revenues; and
- F. Such further and other relief as the Court may deem proper and just.

DEMAND FOR JURY TRIAL

Bascom demands a jury trial on all issues so triable.

Respectfully submitted,

BASCOM RESEARCH, LLC
By Counsel

Date: October 3, 2012

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