

LG DISPLAY CO., LTD.,)	
)	
)	
Plaintiff,)	
)	Case # _____
v.)	
)	JURY TRIAL DEMANDED
OBAYASHI SEIKOU CO., LTD.,)	
NAOTO HIROTA, and)	
SAKAE TANAKA)	
)	
Defendants.)	
)	

Plaintiff LG Display Co., Ltd. (“LG Display”) files this Complaint against Obayashi Seikou Co., Ltd. (“Obayashi”), Naoto Hirota (“Hirota”), and Sakae Tanaka (“Tanaka”). LG Display alleges as follows:

1. LG Display is a corporation organized under the laws of the Republic of Korea, with its principal place of business at LG U+ Bldg., Hangang-ro 3-ga, Yongsan-gu, Seoul, Korea. LG Display is engaged in the business of research, development, manufacture, and sale of Liquid Crystal Display (“LCD”) panels which in turn are incorporated into a variety of products.

2. LG Display is a successor in interest of LG Phillips LCD Co., Ltd. (“LPL”), which was a joint venture between the LCD Division of LG Electronics, Inc. and Koninklijke Philips Electronics N.V. As used herein, all LG entities in this chain of interest may be referred to as LG Display.

3. Upon information and belief, Defendant Obayashi is a corporation organized in Japan, with its principal place of business at 4-295, Suwa, Toyokawa-shi, Aichi-ken, 442-0068, Japan.

4. Obayashi is currently listed as the sole assignee of U.S. Patent Nos. 6,288,763 (“the ’763 patent”), 6,999,049 (“the ’049 patent”), and 7,098,980 (“the ’980 patent”) (collectively “patents-in-suit”).

5. Upon information and belief, Defendant Hirota is a citizen of Japan. He is an officer of Obayashi and has an ownership interest in Obayashi.

6. Hirota is currently listed as the sole named inventor of the patents-in-suit.

7. Defendant Tanaka is a citizen of Japan. He is a former employee of LG Display. Upon information and belief, Tanaka currently resides in Suwon, Korea and has a permanent place of residence at 1-1162-102, Harajukudai, Gokamachi, Sashima-gun, Ibaraki-ken, Japan.

JURISDICTION AND VENUE

8. LG Display is the rightful owner of the inventions disclosed and/or claimed in the patents-in-suit and of all patents issued on or derived from such inventions, such patents including but not limited to the patents-in-suit.

9. The inventions disclosed and claimed in the patents-in-suit were developed at LG Display, through the resources and employment of one or more inventors at LG Display having obligations to assign their inventions to LG Display.

10. LG Display is the rightful owner of the exclusive rights granted by the patents-in-suit.

11. LG Display is the rightful owner of all forms of compensation directly or indirectly provided to any of the Defendants for rights under the inventions disclosed and/or

claimed in the patents-in-suit and/or for rights provided by all patents issued on or derived from such inventions, such patents including but not limited to the patents-in-suit.

12. There are substantial and continuing controversies between LG Display and Defendants regarding the ownership of the patents-in-suit and the inventions disclosed and/or claimed in the patents-in-suit, the inventorship of the patents-in-suit, the rights to any form of compensation received or to be received for the inventions disclosed and/or claimed in the patents-in-suit or for grants of rights under the patents-in-suit, the degree of injuries and damages to LG Display caused by Defendants' conduct, and the judicial remedies available to LG Display.

13. Under Title 35 of the United States Code, LG Display seeks judgments, declarations, and orders regarding the inventorship of the patents-in-suit, and the ownership and rights under the patents-in-suit.

14. Under Title 35 of the United States Codes, LG Display seeks to correct the inventorship of the patents-in-suit and to resolve all disputes between Defendants and LG Display regarding the patents-in-suit, the ownership and title of the patents-in-suit, and the rights under the patents-in-suit.

15. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, LG Display seeks a declaration that LG Display is the rightful owner of the patents-in-suit, the inventions disclosed and claimed in the patents-in suit, and any additional patents derived from such inventions; that LG Display is entitled to exclusively practice the inventions disclosed and claimed in the patents-in-suit and without any interference by Defendants or any third parties; and that LG Display is the rightful owner of and is entitled to any form of compensation directly

or indirectly received or to be received for the inventions disclosed and/or claimed in the patents-in-suit, or for practice of or the grant of rights under the patents-in-suit.

16. By this Complaint, LG Display seeks additional relief and remedies available under the law of the District of Columbia and the laws this Court is empowered to apply.

17. This Court has original jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a). This Court also has supplemental jurisdiction under 28 U.S.C. § 1367(a).

18. Upon information and belief, Obayashi is a foreign corporation that does not reside in the United States, and Hirota is a citizen of a foreign country and does not reside in the United States. Upon information and belief, Obayashi and Hirota through their respective activities and interests each constitutes a patentee. Upon information and belief, neither Obayashi nor Hirota has filed a written designation with the U.S. Patent and Trademark Office (“USPTO”) pursuant to 35 U.S.C. § 293 to designate a person residing within the United States on whom may be served process or notice of proceedings affecting the patents-in-suit or rights thereunder. Accordingly, this Court has personal jurisdiction over Obayashi and Hirota under 35 U.S.C. § 293.

19. Upon information and belief, Obayashi, Hirota, and Tanaka have availed themselves of the benefits and protections of this District through preparing and filing patent applications on the inventions disclosed and claimed in the patents-in-suit; applying for the patents-in-suit before the USPTO, an agency of the Department of Commerce, which Department is located within the District of Columbia; prosecuting and pursuing exclusive patent rights before the USPTO through the applications and obtaining the issuance of the patents-in-suit; transacting business in this District relating to the patents-in-suit; representing to the USPTO and third parties that Obayashi was and is the rightful owner of the inventions disclosed

and claimed in the patents-in-suit; causing the dismissal of a legal action brought by LG Display against Obayashi in this Court; and otherwise participating in conduct and contacts within this District that are sufficient to give this Court personal jurisdiction over them. This Court has personal jurisdiction over each of Obayashi, Hirota, and Tanaka.

20. Venue is proper in this judicial district under 28 U.S.C. § 1391.

FACTUAL BACKGROUND

THE PATENTS-IN-SUIT

21. The technology disclosed in the patents-in-suit relates to LCD technology.

22. During a period beginning no later than 1995 and continuing through at least 1998, LG Display undertook research and development in LCD technologies, including the technology disclosed and claimed in the patents-in-suit.

23. During employment from at least 1994 through 1998, one or more employees of LG Display, each having an obligation to assign their inventions to LG Display, participated in research and development efforts at LG Display and through such research and development efforts invented the technology disclosed and claimed in the patents-in-suit.

24. Tanaka was an employee at LG Display from April 20, 1991 through June 15, 1998 and had knowledge and access to research and development information and work files of LG Display regarding the inventions made by employees of LG Display and later disclosed and claimed in the patents-in-suit.

25. Pursuant to the terms of his employment with LG Display, Tanaka was obligated to maintain the confidentiality of proprietary information obtained in the course of his employment at LG Display and to not disclose such information to third parties.

26. Upon information and belief, Tanaka breached his obligations of non-disclosure and confidentiality by wrongfully appropriating and disclosing LG Display's proprietary technology to Defendants Obayashi and Hirota.

27. Upon information and belief, before the disclosure alleged in paragraph 26 above, Defendants Obayashi and Hirota were not, and had never been, in the business or researching, developing, or manufacturing any technology related to LCD devices; rather the business of Obayashi was the manufacture of die sets for metal stamping, which has no relationship to LCD technology.

28. Upon information and belief, Defendants jointly prepared and filed patent applications that contained wrongfully appropriated proprietary technology of LG Display, including inventions made at LG Display and disclosed and claimed in the patents-in-suit.

29. Obayashi filed several Japanese patent applications, including Japanese Patent Application Nos. 8-158741 and 2001-157925, all related to LG Display's wrongfully appropriated and disclosed proprietary technology. Obayashi listed Hirota as the sole inventor of these applications.

30. Upon information and belief, Tanaka participated in the preparation and prosecution of applications directed to inventions disclosed and claimed in the patents-in-suit.

31. Claiming priority to its Japanese applications, Obayashi also filed patent applications in countries including the United States. The related U.S. applications, U.S. Application Nos. 09/142,448 and 10/117,754, directly or through continuations later issued into the patents-in-suit. In each of the patents-in-suit, Hirota is listed as the sole inventor and Obayashi as the assignee.

32. Upon information and belief, one or more of the Defendants directly or indirectly received and/or are to receive substantial compensation for disclosing and/or licensing or transferring rights under the inventions disclosed and claimed in the patents-in-suit and/or the patents-in-suit. Upon information and belief, such inventions and/or patents have been licensed to a plurality of third parties.

THE 2003 D.C. LAWSUIT AND THE SETTLEMENT AGREEMENT

33. In early 2003, Obayashi sent a warning letter signed by Hirota to LG Display, alleging infringement of several patents, including the '763 patent, one of the patents-in-suit.

34. In late 2003, LG Display filed a declaratory judgment action against Obayashi in this Court (Case No. 1:03-cv-02658-RCL) regarding the '763 patent, seeking relief, including an award of fees and costs ("the 2003 action").

35. While the above-identified action was pending, LG Display and Defendants entered into a series of negotiations regarding, *inter alia*, the allegations of infringement against LG Display, allegations of illegal activities against Defendants, and the ownership of and rights to inventions, patent applications, and issued patents, including the inventions disclosed in the patents-in-suit and related applications and patents. As part of those negotiations, Defendants promised that they would transfer ownership of the inventions disclosed in the patents-in-suit and all related issued or to-be-issued patents on such inventions.

36. In April 2004, the parties reached a Settlement Agreement, under which Defendants agreed to transfer the ownership of numerous patents and patent applications to LG Display. The patents and patent applications identified in the Settlement Agreement included Japanese patents and patent applications as well as all corresponding patents issued and applications pending outside of Japan, including in the United States. The patents and

applications to be transferred under the Settlement Agreement include patents or applications that resulted in the grant and issuance of the patents-in-suit.

37. Because Obayashi failed to make an appearance in the above-identified 2003 action before this Court, the Court issued an order requesting an explanation from Obayashi, with default judgment as the alternative. LG Display, however, in reliance on the promises and agreements of Defendants and at their urging, refrained from seeking a default judgment and other relief and instead moved to dismiss the action without prejudice. On September 9, 2004, this Court granted the motion.

THE KOREAN LITIGATION

38. Despite repeated assurance that they would do so, Defendants failed to fulfill their promises and agreements to transfer to LG Display the ownership of the Japanese patents and applications enumerated in the Settlement Agreement and the corresponding patents issued and applications pending outside of Japan, including the patents-in-suit.

39. On October 20, 2006, LG Display initiated a legal action in the Seoul Central District Court, seeking a judgment, *inter alia*, ordering the transfer of the ownership of the patents-in-suit to LG Display. Obayashi, Hirota, and Tanaka were the named Defendants in that legal action. The action was appealed all the way to and through the Korean Supreme Court.

40. On April 28, 2011, the Korean Supreme Court entered a final judgment, affirming the Korean High Court's decision and judgment of January 21, 2009, ordering the named Defendants Obayashi and Tanaka to transfer the patent ownership to LG Display.

41. Despite the judgment of the Korean Supreme Court, Defendants have failed to transfer ownership of the patents-in-suit to LG Display.

COUNT I: CORRECTION OF INVENTORSHIP UNDER 35 U.S.C. § 256

42. LG Display incorporates the preceding paragraphs as if fully set forth herein.

43. During employment at LG Electronics, Inc, one or more employees at LG Display having an obligation to assign their inventions to LG Display made the inventions claimed in the patents-in-suit and thus are inventor(s).

44. Through error, Hirota was named as the sole inventor of the patents-in-suit.

45. Through error, the correct inventor(s) of the claimed subject matter of the patents-in-suit were not named inventor(s) of the patents-in-suit. Such error arose without any deceptive intention on the part of the LG Display employee(s) who invented the claimed subject matter.

46. LG Display has been and will continue to be substantially and irreparably harmed and damaged by the erroneous inventorship, unless the error in inventorship is corrected.

COUNT II: ENFORCEMENT OF KOREAN JUDGMENT

47. LG Display incorporates the preceding paragraphs as if fully set forth herein.

48. The Korean courts had proper jurisdiction over the disputes between LG Display and Obayashi, Hirota, and Tanaka.

49. In the Korean litigation, Obayashi and Tanaka were served by proper means. They were represented by a number of Korean law firms and fully participated in the Korean action, presenting evidence and arguments.

50. The Korean litigation met due process and notice requirements, and the Korean courts provided both parties with a fair opportunity to present their claims in impartial judicial proceedings.

51. LG Display's claims in the Korean action and the relief granted by the Korean courts are not repugnant to fundamental notions of what is considered decent in the District of Columbia or the United States. In addition, the Korean final judgment does not violate any public policies of the District of Columbia or of the United States.

52. Under the Treaty of Friendship, Commerce and Navigation Between the United States of America and the Republic of Korea, a Korean judgment is elevated to the status of a sister state judgment and is entitled to full faith and credit.

53. LG Display has been and will continue to be substantially and irreparably harmed by Obayashi's and Tanaka's non-compliance with the Korean Supreme Court's order unless this Court enforces the Korean judgment and orders Defendants Obayashi and Tanaka to comply with Korean Judgment regarding any and all U.S. patent application and/or patent rights falling within the scope of the Korean Judgment.

COUNT III: DECLARATORY JUDGMENT

54. LG Display incorporates the preceding paragraphs as if fully set forth herein.

55. LG Display is the rightful owner of the patents-in-suit, the inventions disclosed and claimed in the patents-in suit, and any additional patents derived from such inventions.

56. As the rightful owner of the patents-in-suit, LG Display is entitled to exclusively practice the inventions disclosed and claimed in the patents-in-suit without any opposing allegations or interference by Defendants or any third parties.

57. As the rightful owner of the patents-in-suit, LG Display is entitled to any form of compensation Defendants have, directly or indirectly, received or are to receive for the disclosure of the inventions disclosed and/or claimed in the patents-in-suit, for the inventions

disclosed and/or claimed in the patents-in-suit, or for the grant or grant of rights under the patents-in-suit.

58. LG Display has been and will continue to be substantially and irreparably harmed by Defendants' wrongful appropriation of LG Display's rights to the inventions disclosed and claimed in the patents-in-suit, and Defendants' wrongful alleged ownership of the patents-in-suit and exercise and/or transfer of rights under the patents-in-suit, unless this Court declares LG Display to be the rightful owner of the patents-in-suit and all rights flowing from such ownership regarding the inventions disclosed and claimed in the patents-in-suit.

COUNT IV: PROMISSORY ESTOPPEL

59. LG Display incorporates the preceding paragraphs as if fully set forth herein.

60. While the 2003 action before this Court against Obayashi was pending, Defendants promised and agreed that they would transfer the patents and patents applications in dispute, including the patents-in-suit, to LG Display.

61. The promises and agreements of Defendants reasonably induced LG Display to rely on the above promises and agreements, and LG Display as part of such reliance moved for a dismissal of the action, believing that Defendants would fulfill their promises and agreements and thereby foregoing a judgment in LG Display's favor and the entry of relief by this Court in that pending action.

62. After the action was dismissed in response to LG Display's reliance on the above promises and agreements, Defendants failed to transfer ownership of the patents-in-suit to LG Display.

63. Under the equitable principles of promissory estoppel and equitable estoppel, LG Display is entitled to a judgment ordering Defendants to transfer ownership of the patents-in-suit to LG Display.

64. LG Display has been and will continue to be substantially and irreparably harmed by Defendants' failure to transfer all rights to the patents-in-suit, unless this Court orders Defendants to comply fully with their promises and agreements regarding the patents-in-suit and to transfer to LG Display all rights, title, and interests in the patents-in-suit, including rights or compensation Defendants received or are to receive for rights falling within the scope of the rights they promised and agreed to transfer.

COUNT V: MISAPPROPRIATION OF TRADE SECRETS

65. LG Display incorporates the preceding paragraphs as if fully set forth herein.

66. LG Display, through its resources and employment of innovative employees, developed trade secrets in the LCD field, including but not limited to proprietary and confidential technology related to that disclosed and claimed in the patents-in-suit. Such trade secrets were not generally known to the public or within the industry and were not readily ascertainable through proper means by another.

67. LG Display used reasonable efforts to maintain the secrecy of its trade secrets. For example, LG Display did and does require its employees to maintain the confidentiality of its proprietary information and to not disclose such information to third parties.

68. LG Display's trade secrets at issue had actual or potential independent economic value derived from their innovative and proprietary nature and their secrecy.

69. Upon information and belief, Defendants wrongfully acquired, disclosed, used, and continued to use LG Display's trade secrets. By means of example, Tanaka, an employee at LG Display, breached his obligations of non-disclosure and confidentiality, and wrongfully acquired and disclosed LG Display's trade secrets to third parties, including at least Obayashi and Hirota. Defendants then wrongfully used and continue to use LG Display's trade secrets by, for example, jointly preparing and filing patent applications that contained misappropriated LG Display's trade secrets, wrongfully using such trade secrets to their individual and/or joint benefit, and profiting from such wrongful use and/or application of LG Display's trade secrets.

70. Upon information and belief, one or more of the Defendants directly or indirectly received and/or are to receive substantial compensation for using or allowing others to use LG Display's trade secrets and property rights obtained through the use of such trade secrets and/or for disclosing and/or licensing or transferring rights of LG Display's trade secrets or property rights obtained through the use of such trade secrets, including the inventions disclosed and claimed in the patents-in-suit and/or the patents-in-suit.

71. Upon information and belief, Obayashi and Hirota knew or had reason to know that Tanaka acquired LG Display's trade secrets by improper means and knew or had reason to know that they were not entitled to receive or use LG Display's trade secrets.

72. LG Display has been and will continue to be substantially and irreparably harmed by Defendants' willful and malicious misappropriation and use and application of LG Display's trade secrets, unless this Court awards LG Display damages, including exemplary damages, caused by such misappropriation.

COUNT VI: CONVERSION

73. LG Display incorporates the preceding paragraphs as if fully set forth herein.

74. Defendants treated the proprietary and confidential intellectual property of LG Display, specifically including inventions disclosed and claimed in the patents-in-suit, as their own, thereby obtaining property rights and compensation that are rightly those of LG Display, not Defendants.

75. Upon information and belief, Defendants knew that they wrongfully obtained LG Display's intellectual property, including the inventions disclosed and claimed in patents-in-suit.

76. Upon information and belief, Defendants knew that patent applications leading to the issuance of the patents-in-suit were the rightful property of LG Display.

77. Upon information and belief, one or more of the Defendants, directly or indirectly, received compensation in tens of millions of dollars for the disclosure of the inventions disclosed and claimed in the patents-in-suit, and/or for preparing or prosecuting applications leading to the issuance of the patents-in-suit, and/or for transferring rights under the patents-in-suit to others, including third parties.

78. Upon information and belief, one or more of Defendants licensed and/or conveyed rights to and under the misappropriated intellectual property of LG Display, including the patents-in-suit, to one or more third parties, receiving compensation and/or obligations of future compensation.

79. LG Display is the rightful owner of the misappropriated intellectual property of LG Display, including the patents-in-suit, and of any and all compensation received and/or to be received for or under the misappropriated intellectual property of LG Display.

80. Through the conduct set forth in the preceding paragraphs, Defendants unlawfully exercised ownership, dominion and control over the property of LG Display, including the patents-in-suit, in denial of LG Display's rights to such property.

81. LG Display has been and will continue to be substantially and irreparably harmed by Defendants' unlawful exercise of ownership, dominion, and control over the patents-in-suit unless this Court transfers all rights to and compensation for the patents-in-suit to LG Display, nullifies the licenses and/or transfers of rights previously granted by Obayashi involving the patents-in-suit, and enjoins Defendants from transferring any rights under the patents-in-suit in the future.

COUNT VII: UNJUST ENRICHMENT

82. LG Display incorporates the preceding paragraphs as if fully set forth herein.

83. Upon information and belief, Defendants have directly or indirectly received compensation and other benefits from its exercise and use of property rightfully owned by LG Display, including but not limited to the patents-in-suit, and have retained the benefits, unjustly.

84. The rights to the inventions disclosed and claimed in the patents-in-suit, the patents-in-suit, any additional patent rights derived from such inventions, and any compensation directly or indirectly received or to be received by Defendants for such rights belong to LG Display, the rightful owner of the property.

85. LG Display has been and will continue to be substantially and irreparably harmed by Defendants' unfair and unjust retention of the above property and compensation unless this Court orders Defendants to transfer and convey to LG Display the patents-in-suit and all related property and patent rights, and further awards LG Display a full accounting of any and all

compensation and assets directly or indirectly received or to be received by Defendants for the use or license or transfer of the inventions disclosed or claimed in the patents-in-suit, and the patents-in-suit, and such related patents and patent rights.

DEMAND FOR JURY TRIAL

86. LG Display demands a jury trial for all claims set forth in this Complaint that are so triable.

PRAYER FOR RELIEF

WHEREFORE, LG Display respectfully requests that this Court:

1. Preliminarily enjoin Defendants, during the pendency of this action, from transferring any rights under the patents-in-suit among themselves or to any third parties;
2. Preliminarily order Defendants to preserve and not waste the wrongfully appropriated intellectual property rights of LG Display, including but not limited to the patents-in-suit and all compensation received or to be received by Defendants under or for such wrongfully appropriated rights, during the pendency of this action;
3. Order the misappropriated intellectual property rights of LG Display, including the patents-in-suit and all related compensation and assets, to be placed and held in a constructive trust for LG Display; order Defendants to preserve and not waste the property and rights in the constructive trust and to transfer to LG Display all rights, title, and interest in such property rights, including the patents-in-suit and all related compensation and assets held in the constructive trust;

4. Correct the inventorship of the '763 patent, the '049 patent, and the '980 patent under 35 U.S.C. § 256 and order the U.S. Patent and Trademark Office to enter such a correction in its records;

5. Enforce the Korean judgment and order Obayashi and Tanaka to transfer the ownership of the all U.S. Patent rights falling within the scope of the Korean final judgment, including but not limited to the '763 patent, the '049 patent, and the '980 patent, to LG Display, together with all rights or compensation Defendants received or will receive for or under such U.S. patent rights;

6. Declare that LG Display is the rightful owner of the '763, the '049, and the '980 patents, the inventions disclosed and claimed in the patents-in-suit, and any additional patents derived from such inventions; that LG Display is entitled to exclusively practice the inventions disclosed and claimed in the patents-in-suit without any interference by Defendants or any third parties; and that LG Display is the rightful owner of and is entitled to any form of compensation received or to be received for the inventions disclosed and/or claimed in the patents-in-suit, or for practice of or the grant of rights under the patents-in-suit, and all rights flowing from such ownership;

7. Nullify any previous grants of licenses or rights under the '763 patent, the '049 patent, and the '980 patent to third parties;

8. Permanently enjoin Defendants from transferring the rights under the '763 patent, the '049 patent, and the '980 patent in the future and from otherwise practicing, asserting, or maintaining any rights under the patents-in-suit;

9. Order Defendants to disgorge compensation, income, and assets unjustly obtained through its unlawful exercise of ownership of the '763 patent, the '049 patent, and the '980 patent;
10. Award actual and punitive damages to LG Display;
11. Award an accounting to LG Display;
12. Award LG Display pre-judgment and post-judgment interest on any damages or accountings the Court awards;
13. Declare this case exceptional and award LG Display its costs, expenses, and disbursements in this action, including reasonable attorney fees, pursuant to 35 U.S.C. § 285;
14. Award LG Display reasonable attorney's fees and costs pursuant to D.C. Code § 36-404; and
15. Award LG Display any further and additional relief that this Court deems just and equitable.


Dated: September 9, 2011

Respectfully submitted,

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