

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

REEFEDGE NETWORKS, LLC,

Plaintiff,

v.

**CISCO SYSTEMS, INC., CDW
CORPORATION**

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement in which Plaintiff ReefEdge Networks, LLC makes the following allegations against Defendants Cisco Systems, Inc. and CDW Corporation.

PARTIES

1. Plaintiff ReefEdge Networks, LLC ("ReefEdge" or "Plaintiff") is a Delaware limited liability company having a place of business at 12024 Lake Newport Road, Reston, Virginia 20194-2742.

2. On information and belief, Defendant Cisco Systems, Inc. ("Cisco") is a California corporation with its principal office at 170 West Tasman Drive, San Jose, California 95134.

3. On information and belief, Defendant CDW Corporation ("CDW") is a Delaware corporation with its principal office at 200 N. Milwaukee Ave., Vernon Hills, Illinois 60061.

4. Cisco and CDW shall be referred to collectively as "Defendants."

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendants have transacted business in this district, and has committed, induced and/or contributed to acts of patent infringement in this district.

7. On information and belief, Defendants are subject to this District's specific and general personal jurisdiction, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in this District.

BACKGROUND

8. ReefEdge is the owner by assignment of a patent portfolio claiming technology developed by ReefEdge Networks, Inc. ("ReefEdge Networks"). ReefEdge Networks was founded in 2000 by former executive officers from Fortune 500 companies including AT&T, IBM, and Symantec. ReefEdge Networks was founded in part to develop and market innovative solutions for the seamless user mobility issue in short-range wireless networking environments.

9. ReefEdge Networks was recognized for its innovations in both wireless management and security. For example, in approximately 2003, ReefEdge Networks was the first to develop and market interoperable WLAN switches and access points. ReefEdge Networks was also the first to introduce WLAN switching systems with access point management software for multi-site enterprise deployments. ReefEdge Networks was also a recognized leader in WLAN security. As an example, ReefEdge Networks' products received Federal Information Processing Standards (FIPS) 140-2, Level 2 certification, from the National Institute of Standards and Technology (NIST), which is a U.S. government computer security standard that specifies requirements for cryptography modules (FIPS 140-2, Level 2 issued on or around 2001). More particularly, ReefEdge Networks received FIPS 140-2, Level 2 certification for the ReefEdge Networks' "Edge Controller 100x" (Software v3.1.3, Hardware v3.0) on or around August 2003 (*see* the certificate: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140crt/140crt341.pdf>) and for the "Edge Controller 200" (Software version 3.1.3a, Hardware

version 2.0) on or around January 2004

(See <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140crt/140crt377.pdf>). As a result of these certifications, ReefEdge Networks' products were deployed in several military installations.

10. ReefEdge Networks and Cisco cooperatively engaged in business activities. For example, ReefEdge Networks and Cisco collaborated on a security bundle for multisite WLAN networks, launched as the Cisco Compatible Wireless Security solution bundle. The initiative was sparked after Cisco's wireless LAN customers raised concern with potentially serious security issues discovered in Cisco's proprietary LEAP authentication protocol and WLAN management systems. Cisco relied on ReefEdge Networks to address their potentially serious security issues.

11. Additionally, upon information and belief, in approximately 2004, Cisco considered purchasing ReefEdge Networks' patent portfolio.

12. The patent portfolio resulting from ReefEdge Networks' innovation includes 9 U.S. issued patents, 16 foreign patents and applications. The portfolio has been cited by over 255 patents.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 6,633,761

13. ReefEdge references and incorporates by reference paragraph 1 through 12 of this Complaint.

14. ReefEdge is the owner by assignment of United States Patent No. 6,633,761 (the "'761 patent"), entitled "Enabling Seamless User Mobility In A Short-Range Wireless Networking Environment." The '761 patent issued on October 14, 2003. A true and correct copy of the '761 patent is included as Exhibit A.

15. Cisco has known about the '761 patent since at least October 2003, when it received a Notice of References Cited from the PTO during the prosecution of Cisco's United States Patent No. 7,110,764 that cited the '761 patent. The '761 patent was also cited and relied

on by the PTO to Cisco on February 28, 2006 during the prosecution of United States Patent No. 7,234,163, cited by the PTO on January 11, 2008 during the prosecution of United States Patent No. 7,580,391 and cited by the PTO on May 29, 2009 during the prosecution of United States Patent No. 7,607,021. Cisco also cited the '761 patent to the PTO on January 15, 2009 during the prosecution of United States Patent No. 7,630,352 and on April 6, 2009 during the prosecution of United States Patent No. 7,746,874.

16. Cisco has been and still is directly infringing at least claims 13 and 33 of the '761 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point, and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claims 13 and 33 of the '761 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent pursuant to 35 U.S.C. § 271(a).

17. Cisco has been and still is indirectly infringing, by way of inducing infringement by others of the '761 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claims 13 and 33 of the '761 patent by enabling seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point, and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers

such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claims 13 and 33 of the '761 patent. These products and services are made, used, imported, offered for sale, and/or sold by direct infringers of the '761 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html> (Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network); http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml#backinfo (Cisco's description of its "zero touch" access-point configuration scheme). Since at least October 2003 and no later than the filing of this complaint, Cisco has had knowledge of the '761 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '761 patent. Thus, by making, using, importing, offering for sale, and/or selling infringing products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent under 35 U.S.C. § 271(b).

18. Cisco has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '761 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claims 13 and 33 of the '761 patent by enabling seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claims 13 and 33 of the '761 patent. These products and services are made, used

imported, offered for sale, and/or sold by direct infringers of the '761 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html> (Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network); http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml#backinfo (Cisco's description of its "zero touch" access-point configuration scheme). Cisco's infringing products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '761 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least October 2003 and no later than the filing of this complaint, Cisco has had knowledge of the '761 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '761 patent. Thus, by making, using, importing, offering for sale, and/or selling such products and software, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent under 35 U.S.C. § 271(c).

19. CDW has been and still is directly infringing at least claims 13 and 33 of the '761 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claims 13 and 33 of the '761 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services,

CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent pursuant to 35 U.S.C. § 271(a).

20. CDW has been and still is indirectly infringing, by way of inducing infringement by others of the '761 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claims 13 and 33 of the '761 patent by enabling seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claims 13 and 33 of the '761 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '761 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Since at least the filing of this complaint, CDW has had knowledge of the '761 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '761 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling infringing products and services, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent under 35 U.S.C. § 271(b).

21. CDW has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '761 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claims 13 and 33 of the '761 patent by enabling seamless user mobility in a wireless networking environment by, for example, dynamically registering access points with a server, registering a user device with an access point and handing off a user device to another access point wherein the hand off does not disrupt wireless networking services to the user's devices. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claims 13 and 33 of the '761 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '761 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). CDW's infringing products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '761 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least the filing of this complaint, CDW has had knowledge of the '761 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '761 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling such software, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '761 patent under 35 U.S.C. § 271(c).

22. Cisco has been aware of the '761 patent since at least October 2003. On information and belief, Cisco has knowingly acted with an objectively high likelihood that its actions constituted infringement of the '761 patent. Therefore, Cisco has been willfully infringing the '761 patent since at least October 2003.

23. To the extent that facts learned in discovery show that CDW's infringement of the '761 patent is or has been willful, ReefEdge reserves the right to request such a finding at time of trial.

24. As a result of Defendants' infringement of the '761 patent, ReefEdge has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and ReefEdge will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

25. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '761 patent, ReefEdge will be greatly and irreparably harmed.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 6,975,864

26. ReefEdge references and incorporates by reference paragraph 1 through 12 of this Complaint.

27. ReefEdge is the owner by assignment of United States Patent No. 6,975,864 (the "'864 patent"), entitled "Seamless User Mobility In A Short-Range Wireless Networking Environment." The '864 patent issued on December 13, 2005. A true and correct copy of the '864 patent is included as Exhibit B.

28. Cisco has known about the application that lead to the '864 patent, and likely the '864 patent, since at least October 2009, when the PTO disclosed and relied on the application that lead to the '864 patent during the prosecution of Cisco's United States Patent No. 7,778,220 that cited the '761 patent.

29. Cisco has been and still is directly infringing at least claim 1 of the '864 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a short-range wireless networking environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 1 of the '864 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent pursuant to 35 U.S.C. § 271(a).

30. Cisco has been and still is indirectly infringing, by way of inducing infringement by others of the '864 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 1 of the '864 patent by enabling seamless user mobility in a short-range wireless networking environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 1 of the '864 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '864 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,*

<http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html>

(Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network);

http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml

[#backinfo](#) (Cisco's description of its "zero touch" access-point configuration scheme). Since at

least October 2009 and no later than the filing of this complaint, Cisco has had knowledge of the '864 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '864 patent. Thus, by making, using, importing, offering for sale, and/or selling infringing products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent under 35 U.S.C. § 271(b).

31. Cisco has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '864 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 1 of the '864 patent by enabling seamless user mobility in a short-range wireless networking environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 1 of the '864 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '864 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,*

<http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html>

(Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network);

http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml#backinfo (Cisco's description of its "zero touch" access-point configuration scheme). Cisco's infringing products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '864 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least October 2009 and no later than the filing of this complaint, Cisco has had knowledge of the '864 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '864 patent. Thus, by making, using, importing, offering for sale, and/or selling such products and software, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent under 35 U.S.C. § 271(c).

32. CDW has been and still is directly (literally and under the doctrine of equivalents) infringing at least claim 1 of the '864 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a short-range wireless networking environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 1 of the '864 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent pursuant to 35 U.S.C. § 271(a).

33. CDW has been and still is indirectly infringing, by way of inducing infringement by others of the '864 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 1 of the '864 patent by enabling seamless user mobility in a short-range wireless networking

environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 1 of the '864 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '864 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Since at least the filing of this complaint, CDW has had knowledge of the '864 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '864 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling infringing products and services, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent under 35 U.S.C. § 271(b).

34. CDW has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '864 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 1 of the '864 patent by enabling seamless user mobility in a short-range wireless networking environment by, for example, providing access points that communicate with client devices and a network, making client devices known to the access points, obtaining a network

address for the client device and seamlessly handing off a particular client device to another access point. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 1 of the '864 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '864 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). CDW's infringing products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '864 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least the filing of this complaint, CDW has had knowledge of the '864 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '864 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling such software, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '864 patent under 35 U.S.C. § 271(c).

35. Cisco has been aware of the '864 patent since at least October 2009. On information and belief, Cisco has knowingly acted with an objectively high likelihood that its actions constituted infringement of the '864 patent. Therefore, Cisco has been willfully infringing the '864 patent since at least October 2009.

36. To the extent that facts learned in discovery show that CDW's infringement of the '864 patent is or has been willful, ReefEdge reserves the right to request such a finding at time of trial.

37. As a result of Defendants' infringement of the '864 patent, ReefEdge has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and ReefEdge will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

38. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '864 patent, ReefEdge will be greatly and irreparably harmed.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 7,197,308

39. ReefEdge references and incorporates by reference paragraph 1 through 12 of this Complaint.

40. ReefEdge is the owner by assignment of United States Patent No. 7,197,308 (the "'308 patent"), entitled "Enabling Seamless User Mobility In A Short-Range Wireless Networking Environment." The '308 patent issued on March 27, 2007. A true and correct copy of the '308 patent is included as Exhibit C.

41. Cisco has been and still is directly (literally and under the doctrine of equivalents) infringing at least claim 20 of the '308 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator invention. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless

Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 20 of the '30 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent pursuant to 35 U.S.C. § 271(a).

42. Cisco has been and still is indirectly infringing, by way of inducing infringement by others of the '308 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 20 of the '308 patent by enabling seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator intervention. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 20 of the '308 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '308 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html> (Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network); http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml#backinfo (Cisco's description of its "zero touch" access-point configuration scheme). Since at least the filing of this complaint, Cisco has had knowledge of the '308 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '308 patent. Thus, by making, using, importing,

offering for sale, and/or selling infringing products and services, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent under 35 U.S.C. § 271(b).

43. Cisco has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '308 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 20 of the '308 patent by enabling seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator intervention. For example, Cisco's Wireless LAN Controllers (including the Cisco Unified Wireless Network controllers such as the 5500 Series Wireless Controller), Access Points (including the Aironet 3500 Series and Aironet 1140 Series) and related software (such as Cisco's IOS software) infringe at least claim 20 of the '308 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '308 patent in the United States, such as Cisco's customers and end-users of Cisco's customers. Cisco induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cisco.com/en/US/docs/solutions/Enterprise/Mobility/emob41dg/ch12MoIP.html> (Cisco's description of its seamless-mobility feature in their Cisco Unified Wireless Network); http://www.cisco.com/en/US/tech/tk722/tk809/technologies_tech_note09186a00806c9e51.shtml#backinfo (Cisco's description of its "zero touch" access-point configuration scheme). Cisco's infringing products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '308 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least the filing of this complaint, Cisco has had knowledge of the '308 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '308 patent. Thus, by making, using, importing, offering for

sale, and/or selling such products and software, Cisco has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent under 35 U.S.C. § 271(c).

44. CDW has been and still is directly (literally and under the doctrine of equivalents) infringing at least claim 20 of the '308 patent, literally and under the doctrine of equivalents, by making, using, selling, offering to sell, or importing, without license or authority, products and services that enable seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator invention. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 20 of the '308 patent. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent pursuant to 35 U.S.C. § 271(a).

45. CDW has been and still is indirectly infringing, by way of inducing infringement by others of the '308 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 20 of the '308 patent by enabling seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator invention. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 20 of the '308 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '308 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet->

[3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx](http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx) (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Since at least the filing of this complaint, CDW has had knowledge of the '308 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '308 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling infringing products and services, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent under 35 U.S.C. § 271(b).

46. CDW has also been and still is indirectly infringing, by way of contributing to the infringement by others of the '308 patent, by, among other things, making, using, importing, offering for sale, and/or selling, without license or authority, products and services that infringe at least claim 20 of the '308 patent by enabling seamless user mobility in a networking environment including, for example, a plurality of access points equipped with a wireless link and link to a network and a server to manage the access points where the access points can configure and register themselves with the server without administrator intervention. For example, Cisco's products and services sold by CDW, including Cisco's Access Points (including the Aironet 3500 Series) and related software (such as Cisco's IOS software), infringe at least claim 20 of the '308 patent. These products and services are made, used imported, offered for sale, and/or sold by direct infringers of the '308 patent in the United States, such as CDW's customers and end-users of CDW's customers. CDW induces others to directly infringe by inducing or encouraging the use of its infringing products and services. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). CDW's infringing

products and services are a material part of the invention, and are especially made or especially adapted for use in the infringement of the '308 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing uses. Since at least the filing of this complaint, CDW has had knowledge of the '308 patent and, by continuing the actions described above, has had the specific intent to, or were willfully blind to the fact that its actions would, induce infringement of the '308 patent. *See, e.g.,* <http://www.cdw.com/shop/products/Cisco-Aironet-3500p-Controller-Based-Access-Point-wireless-access-point/2555112.aspx> (illustrating CDW's offer for sale of infringing Cisco products and CDW's corresponding description of the products' features). Thus, by making, using, importing, offering for sale, and/or selling such software, CDW has injured ReefEdge and is thus liable to ReefEdge for infringement of the '308 patent under 35 U.S.C. § 271(c).

47. To the extent that facts learned in discovery show that Cisco and/or CDW's infringement of the '308 patent is or has been willful, ReefEdge reserves the right to request such a finding at time of trial.

48. As a result of Defendants' infringement of the '308 patent, ReefEdge has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and ReefEdge will continue to suffer damages in the future unless Defendant's infringing activities are enjoined by this Court.

49. Unless a permanent injunction is issued enjoining Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '308 patent, ReefEdge will be greatly and irreparably harmed.

PRAYER FOR RELIEF

WHEREFORE ReefEdge respectfully requests that this Court enter:

- A. A judgment in favor of ReefEdge that Defendants have infringed, directly and jointly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '761 patent, '864 patent and '308 patent;
- B. A permanent injunction enjoining Defendants and their officers, directors, agents, servants affiliates, employees, divisions, branches, subsidiaries, parents, and all other acting in active concert or participation with them, from infringement, inducing the infringement, or contributing to the infringement of the '761 patent, '864 patent and '308 patent;
- C. A judgment and order requiring Defendants to pay ReefEdge its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '761 patent, '864 patent and '308 patent as provided under 35 U.S.C. § 284;
- D. An award to ReefEdge for enhanced damages against Cisco resulting from the knowing, deliberate, and willful nature of Cisco's prohibited conduct regarding at least the '761 and '864 patents, as provided under 35 U.S.C. § 284;
- E. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to ReefEdge its reasonable attorneys' fees against Defendant;
- F. Any and all other relief to which ReefEdge may show itself to be entitled.

DEMAND FOR JURY TRIAL

ReefEdge, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

August 15, 2012

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