

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

ULTRAVISION TECHNOLOGIES, LLC,	)	
	)	
Plaintiff,	)	Case No.
	)	<b>JURY TRIAL DEMANDED</b>
v.	)	
	)	
BARCO NV,	)	
	)	
Defendant.	)	
	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Ultravision Technologies, LLC (“Ultravision” or “Plaintiff”), for its Complaint against Defendant Barco NV (“Barco” or “Defendant”) alleges as follows:

**THE PARTIES**

1. Ultravision is a limited liability company organized and existing under the laws of the State of Delaware and is registered to do business in Texas. Ultravision has its principal place of business at 4542 McEwen Road, Dallas, Texas 75244.

2. Upon information and belief, defendant Barco NV is a corporation organized and existing under the laws of Belgium, with a principal place of business located at Beneluxpark 21, BE-8500 Kortrijk, Belgium.

**JURISDICTION**

3. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, et seq. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over Defendant. Upon information and belief, Defendant regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others (including, for example, Visionality - Designs that Compute of Richardson; Fort Audio-Video of Dallas; and, Film-Tech Cinema Service of Carrollton) in this Judicial District and/or have contributed to patent infringement by others in this Judicial District, the State of Texas, and elsewhere in the United States. The Court's exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice because Defendant has established minimum contacts with the forum with respect to both general and specific personal jurisdiction.

5. Upon information and belief, Defendant transacts substantial business in the State of Texas. Defendant has committed acts of infringement in the State of Texas by, among other things, offering to sell and selling products that infringe the asserted patents, including the accused devices as alleged herein, as well as providing service and support to its customers in this Judicial District including, but not limited to, Visionality - Designs that Compute of Richardson, Texas; Ford Audio-Video of Austin, Dallas and Irving, Texas; Film-Tech Cinema Service of Carrollton, Texas; Watermark Community Church of Dallas, Texas; and Texas Longhorn's Arena of Austin, Texas.

6. Upon information and belief, Defendant has made, used, offered for sale or sold LED displays to customers in Austin, Carrollton, Dallas, Irving, and Richardson, Texas, or imported LED display panels into the United States to Texas. Upon information and belief, Defendant, directly or indirectly, participates in the stream of commerce that results in products, including the accused products, being made, used, offered for sale, and/or sold in the State of Texas and/or imported into the United States to the State of Texas.

7. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is a foreign defendant not resident in the United States, and thus may be sued in any judicial district pursuant to 28 U.S.C. § 1391(c)(3).

8. Defendant is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and Judicial District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

### **PATENTS-IN-SUIT**

9. On March 13, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,916,782 (the "'782 Patent") entitled "Modular Display Panel." A true and correct copy of the '782 Patent is available at <http://pdfpiw.uspto.gov/.piw?docid=9916782>.

10. On June 5, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,990,869 (the "'869 Patent") entitled "Modular Display Panel." A true and correct copy of the '869 Patent is available at <https://pdfpiw.uspto.gov/.piw?docid=9990869>.

11. On May 22, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,978,294 (the "'294 Patent") entitled "Modular Display Panel." A true and correct copy of the '294 Patent is available at <https://pdfpiw.uspto.gov/.piw?docid=9978294>.

12. On May 29, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,984,603 (the "'603 Patent") entitled "Modular Display Panel." A true and correct copy of the '603 Patent is available at <https://pdfpiw.uspto.gov/.piw?docid=9984603>.

13. On December 8, 2015, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,207,904 (the “’904 Patent”) entitled “Multi-Panel Display with Hot Swappable Display Panels and Methods of Servicing Thereof.” A true and correct copy of the ’904 Patent is available at <https://pdfpiw.uspto.gov/.piw?docid=9207904>.

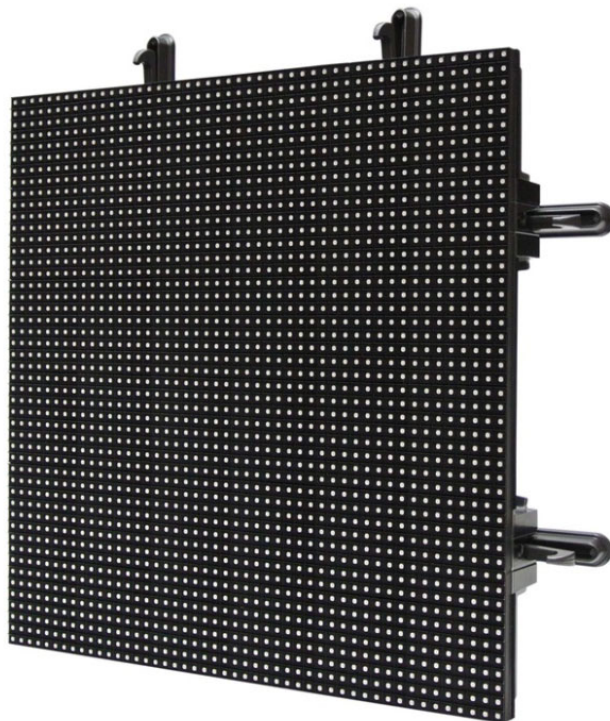
14. Ultravision is the sole and exclusive owner of all right, title and interest in and to the ’782 Patent, the ’869 Patent, the ’294 Patent, the ’603 Patent, and the ’904 Patent (collectively, the “Patents-in-Suit”), and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement action. Ultravision also has the right to recover all damages for past, present, and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

15. Ultravision has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit. Ultravision references its patents on its website, <http://www.ultravisioninternational.com>, and also references its patents and its website in the product packaging for its products.

#### **DEFENDANT’S PRODUCTS**

16. Upon information and belief, Defendant makes, uses, offers to sell, or sells within the United States or imports into the United States LED displays and lighting, such as Defendant’s C8s, V-Series, and IB-6.

17. An image of Defendant’s C8s product is shown below:



18. An image of Defendant's V-Series product is shown below:



19. An image of Defendant's IB-6 product is shown below:



**COUNT I**  
**(Infringement of the '782 Patent)**

20. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.

21. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '782 Patent.

22. Defendant has directly infringed and continues to directly infringe the '782 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or selling within the United States and/or importing into the United States products that satisfy each

and every limitation of one or more claims of the '782 Patent. Such products include LED displays, such as Defendant's C8s product.

23. Upon information and belief, the C8s product is a modular display panel comprising a shell comprising a first thermally conductive material, wherein the sidewalls of the shell comprise plastic.

24. Upon information and belief, the C8s product comprises a printed circuit board disposed in the shell, and a plurality of LEDs attached to a first side of the printed circuit board.

25. Upon information and belief, the C8s product comprises a driver circuit disposed in the shell and coupled to the plurality of LEDs from a second side of the printed circuit board.

26. Upon information and belief, the C8s product comprises a power supply unit for powering the LEDs, with the printed circuit board disposed between the power supply unit and the LEDs.

27. Upon information and belief, the C8s product comprises a second thermally conductive material disposed between the power supply unit and an outer back side of the panel.

28. Upon information and belief, the C8s product comprises a protective structure disposed over the first side of the printed circuit board.

29. Upon information and belief, the C8s product is sealed to be waterproof.

30. Upon information and belief, the C8s product infringes at least claim 1 of the '782 Patent.

31. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '782 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or

importing into the United States products that include infringing technology, including the C8s product.

32. Defendant knowingly and intentionally induces infringement of the '782 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the C8s product. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement by others. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to the C8s product, to distributors, to sign installers, or to U.S.-based sales entities knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

33. At least as of March 27, 2018 — i.e., the date of the filing of a prior Complaint by Ultravision in this District (Case 2:18-cv-00094-JRG, Dkt. 1) — Defendant, with knowledge that these products, or the use thereof, infringe the '782 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '782 Patent by supplying these products to end users for use in an infringing manner.

34. Defendant has induced and continues to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '782 Patent, but while remaining willfully blind to the infringement.

35. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '782 Patent in an amount to be proved at trial.



36. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '782 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

**COUNT II**  
**(Infringement of the '869 Patent)**

37. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.

38. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '869 Patent.

39. Defendant has directly infringed and continues to directly infringe the '869 Patent, including at least claim 19, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '869 Patent. Such products include LED displays, such as Defendant's V-Series product.

40. Upon information and belief, the V-Series product is a modular display panel comprising a plastic casing that is part of an outer surface of the modular display panel.

41. Upon information and belief, the V-Series product comprises a printed circuit board attached to the casing, with LEDs on the front side of the printed circuit board and a circuit for controlling the plurality of the LEDs on the back side of the printed circuit board.

42. Upon information and belief, the V-Series product comprises a power supply unit for powering the LEDs, with the printed circuit board disposed between the power supply unit and the LEDs.

43. Upon information and belief, the V-Series product comprises a thermally conductive material to extract heat disposed proximate to the power supply.

44. Upon information and belief, the V-Series product comprises a potting compound overlying the printed circuit board.

45. Upon information and belief, the V-Series product comprises a power supply mounted outside the plastic casing.

46. Upon information and belief, the V-Series product is sealed to be waterproof.

47. Upon information and belief, the V-Series product infringes at least claim 19 of the '869 Patent.

48. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '869 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the V-Series product, and display boards comprising multiple LED displays.

49. Defendant knowingly and intentionally induces infringement of the '869 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the V-Series product. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement by others. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to the V-Series product, to distributors, to sign installers, or to U.S.-based sales entities

knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

50. At least as of the date of the filing of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe the '869 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '869 Patent by supplying these products to end users for use in an infringing manner.

51. Defendant has induced and continues to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '869 Patent, but while remaining willfully blind to the infringement.

52. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '869 Patent in an amount to be proved at trial.

53. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '869 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

**COUNT III**  
**(Infringement of the '294 Patent)**

54. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.

55. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '294 Patent.

56. Defendant has directly infringed and continues to directly infringe the '294 Patent, including at least claim 22, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling

within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '294 Patent. Such products include LED displays, such as Defendant's C8s product.

57. Upon information and belief, the C8s product is a modular display panel comprising a plastic casing comprising the outer surface of the modular display panel, the casing including a recess.

58. Upon information and belief, the C8s product comprises a printed circuit board disposed in the recess of the plastic casing.

59. Upon information and belief, the C8s product comprises a plurality of LEDs arranged as pixels, wherein the pixels are arranged in a rectangular array comprising at least fifty pixels.

60. Upon information and belief, the C8s product comprises a sealing compound disposed over the front side of the printed circuit board.

61. Upon information and belief, the C8s product comprises a framework of louvers disposed over the front side of the printed circuit board.

62. Upon information and belief, the C8s product includes a circuit for controlling the plurality of LEDs on the back side of the printed circuit board.

63. Upon information and belief, the C8s product comprises a power supply mounted over the outer surface of the modular display panel which receives AC power and outputs DC power to the plurality of LEDs.

64. Upon information and belief, the C8s product is sealed to be waterproof without the use of a protective waterproof enclosure.

65. Upon information and belief, the C8s product infringes at least claim 22 of the '294 Patent.

66. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '294 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the C8s product, and display boards comprising multiple modular LED displays.

67. Defendant knowingly and intentionally induces infringement of the '294 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the C8s product. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement by others. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to the C8s product, to distributors, to sign installers, or to U.S.-based sales entities knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

68. At least as of the date of the filing of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe the '294 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '294 Patent by supplying these products to end users for use in an infringing manner.

69. Defendant has induced and continues to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '294 Patent, but while remaining willfully blind to the infringement.

70. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '294 Patent in an amount to be proved at trial.

71. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '294 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

**COUNT IV**  
**(Infringement of the '603 Patent)**

72. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.

73. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '603 Patent.

74. Defendant has directly infringed and continues to directly infringe the '603 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '603 Patent. Such products include LED displays, such as Defendant's V-Series product.

75. Upon information and belief, the V-Series product is a modular display panel comprising a printed circuit board disposed inside a casing made of a thermally conductive material.

76. Upon information and belief, the casing of the V-Series product comprises an outer back surface of the panel, and the sidewalls of the casing comprise plastic.

77. Upon information and belief, the V-Series product comprises a driver circuit disposed in the casing on the back side of the printed circuit board.

78. Upon information and belief, the V-Series product comprises a plurality of LEDs.

79. Upon information and belief, the V-Series product comprises a power supply mounted over the outer surface of the modular display panel which receives AC power and outputs DC power to the plurality of LEDs.

80. Upon information and belief, the V-Series product comprises a heat conducting structure between the power supply and the back surface of the casing.

81. Upon information and belief, the V-Series product is sealed to be waterproof without the use of a protective waterproof enclosure.

82. Upon information and belief, the V-Series product infringes at least claim 1 of the '603 Patent.

83. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '603 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the V-Series product, and display boards comprising multiple LED displays.

84. Defendant knowingly and intentionally induces infringement of the '603 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not

limited to the V-Series product. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement by others. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to the V-Series product, to distributors, to sign installers, or to U.S.-based sales entities knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

85. At least as of the filing date of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe the '603 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '603 Patent by supplying these products to end users for use in an infringing manner.

86. Defendant has induced and continues to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '603 Patent, but while remaining willfully blind to the infringement.

87. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '603 Patent in an amount to be proved at trial.

88. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '603 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

**COUNT V**  
**(Infringement of the '904 Patent)**

89. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.



90. Ultravision has not licensed or otherwise authorized Defendant to make, use, offer to sell, or sell within the United States or import into the United States any products that embody the inventions of the '904 Patent.

91. Defendant has directly infringed and continues to directly infringe the '904 Patent, including at least claim 1, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '904 Patent. Such products include LED displays, such as Defendant's IB-6 products.

92. Upon information and belief, the IB-6 products provide access to a multi-panel display where each display panel is mounted onto a mechanical support structure.

93. Upon information and belief, the IB-6 products identify a defective panel from the plurality of display panels, including by receiving a signal from an adjacent panel indicating the defect.

94. Upon information and belief, the IB-6 products allow for the disconnection and hot swapping of the defective panel without the need to power down the multi-panel display.

95. Upon information and belief, the IB-6 products allow for the attachment of a replacement display and the connection of power to the replacement display panel.

96. Upon information and belief, the IB-6 products infringe at least claim 1 of the '904 Patent.

97. Defendant has indirectly infringed and continues to indirectly infringe one or more claims of the '904 Patent by knowingly and intentionally inducing others, including customers, installers, and end-users, to directly infringe, either literally or under the doctrine of

equivalents, by making, using, offering to sell, and/or selling within the United States and/or importing into the United States products that include infringing technology, including LED displays, including the IB-6 products, and display boards comprising multiple LED displays.

98. Defendant knowingly and intentionally induces infringement of the '904 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to make, use, offer to sell, and/or sell within the United States and/or import into the United States products, including but not limited to the IB-6 products. Upon information and belief, with knowledge and intent, or with willful blindness, Defendant is encouraging and facilitating infringement by others. For example, upon information and belief, Defendant sells or otherwise provides products, including but not limited to the IB-6 products, to other affiliates, to distributors, to sign installers, or to U.S.-based sales entities knowing that these entities intend to make, use, offer to sell, and/or sell the products within the United States and/or import the products into the United States.

99. At least as of the filing date of this Complaint, Defendant, with knowledge that these products, or the use thereof, infringe the '904 Patent, knowingly and intentionally induced, and continues to knowingly and intentionally induce, direct infringement of the '904 Patent by supplying these products to end users for use in an infringing manner.

100. Defendant has induced and continues to induce infringement by others, including customers, installers, and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including end users, infringe the '904 Patent, but while remaining willfully blind to the infringement.

101. Ultravision has suffered damages as a result of Defendant's direct and indirect infringement of the '904 Patent in an amount to be proved at trial.

102. Ultravision has suffered and will continue to suffer irreparable harm as a result of Defendant's infringement of the '904 Patent for which there is no adequate remedy at law unless Defendant's infringement is enjoined by this Court.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Ultravision prays for relief against the Defendant as follows:

- a. Entry of judgment declaring that Defendant has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- b. An order pursuant to 35 U.S.C. § 283 permanently enjoining Defendant, its officers, agents, servants, employees, attorneys, instrumentalities and those persons in privity, active concert, or participation with it, from further acts of direct and/or indirect infringement of the Patents-in-Suit including the manufacture, sale, offer for sale, importation and use of the infringing products;
- c. A full accounting for and an award of damages to Ultravision for Defendant's infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, including enhanced damages pursuant to 35 U.S.C. § 284, together with pre- and post-judgment interest;
- d. Entry of judgment declaring that this case is exceptional and awarding Ultravision its costs and reasonable attorney fees under 35 U.S.C. § 285; and
- e. Such other and further relief as the Court deems just and proper.

Dated: July 22, 2019

Respectfully submitted,

/s/ Alfred R. Fabricant

Alfred R. Fabricant  
NY Bar No. 2219392  
Email: afabricant@brownrudnick.com  
Lawrence C. Drucker  
NY Bar No. 2303089  
Email: ldrucker@brownrudnick.com  
Peter Lambrianakos  
NY Bar No. 2894392  
Email: plambrianakos@brownrudnick.com  
Vincent J. Rubino, III  
NY Bar No. 4557435  
Email: vrubino@brownrudnick.com  
Joseph M. Mercadante  
NY Bar No. 4784930  
Email: jmercadante@brownrudnick.com  
Alessandra C. Messing  
NY Bar No. 5040019  
Email: amessing@brownrudnick.com  
Timothy J. Rousseau  
NY Bar No. 4698742  
Email: troussseau@brownrudnick.com  
Sarah G. Hartman  
CA Bar No. 281751  
Email: shartman@brownrudnick.com  
John A. Rubino  
NY Bar No. 5020797  
Email: jrubino@brownrudnick.com  
Daniel J. Shea  
NY Bar No. 5430558  
Email: dshea@brownrudnick.com  
**BROWN RUDNICK LLP**  
7 Times Square  
New York, NY 10036  
Telephone: (212) 209-4800  
Facsimile: (212) 209-4801

Samuel F. Baxter  
Texas State Bar No. 01938000  
Email: sbaxter@mckoolsmith.com  
Jennifer L. Truelove  
Texas State Bar No. 24012906  
Email: jtruelove@mckoolsmith.com

**MCKOOL SMITH, P.C.**

104 E. Houston Street, Suite 300

Marshall, Texas 75670

Telephone: (903) 923-9000

Facsimile: (903) 923-9099

***ATTORNEYS FOR PLAINTIFF  
ULTRAVISION TECHNOLOGIES, LLC***