

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

WI-LAN INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
ALCATEL-LUCENT USA INC.;	§	
TELEFONAKTIEBOLAGET LM	§	Civil Action No. 6:10-cv-521-LED
ERICSSON; ERICSSON INC.; SONY	§	
ERICSSON MOBILE COMMUNICATIONS	§	JURY TRIAL DEMANDED
AB; SONY ERICSSON MOBILE	§	
COMMUNICATIONS (USA) INC.; HTC	§	
CORPORATION; HTC AMERICA, INC.;	§	
EXEDEA INC.; LG ELECTRONICS, INC.;	§	
LG ELECTRONICS MOBILECOMM U.S.A.,	§	
INC.; LG ELECTRONICS U.S.A., INC.	§	
	§	
Defendants.	§	

**WI-LAN INC.’S REPLY TO DEFENDANT ERICSSON INC.’S
THIRD AMENDED ANSWER AND COUNTERCLAIMS**

Plaintiff Wi-LAN, Inc. (“Wi-LAN”) hereby replies to the numbered paragraphs of the Third Amended Counterclaims of Defendant Ericsson Inc. (“Ericsson’s Counterclaims”) as follows:

Wi-LAN reasserts and incorporates by reference herein its allegations set forth in paragraphs 1-68 of its original Complaint.

1. Upon information and belief, Wi-LAN admits that Ericsson Inc. is a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 6300 Legacy Drive, Plano, Texas 75024.

2. Wi-LAN admits that it is a corporation organized under the laws of Canada with its principal place of business at 11 Holland Ave., Suite 608, Ottawa, Ontario, Canada.

3. Wi-LAN admits that this Court has subject-matter jurisdiction over Ericsson's Counterclaims.

BREACH OF CONTRACT

4. Wi-LAN admits that it sent a letter dated October 30, 2006 to Telefonaktiebolaget LM Ericsson ("LME") offering to license the patents that were owned by Wi-LAN at that time. Wi-LAN denies the remainder of the allegations as stated in Paragraph 4 of Ericsson's Counterclaims.

5. Wi-LAN admits that Wi-LAN and LME entered into a Patent and Conflict Resolution Agreement ("CRA"). Wi-LAN denies the remaining allegations of Paragraph 5 of Ericsson's Counterclaims.

6. Wi-LAN denies the allegations in Paragraph 6 of Ericsson's Counterclaims.

7. Wi-LAN admits the allegations in Paragraph 7 of Ericsson's Counterclaims.

8. Wi-LAN admits the first two sentences of Paragraph 8 of Ericsson's Counterclaims. Wi-LAN also admits that the Ericsson products RBS-3000, RBS-6000, W30 and W35 comply with specifications for HSPA in 3GPP Release 5. Wi-LAN denies the remaining allegations of Paragraph 8 of Ericsson's Counterclaims.

9. Wi-LAN admits that all of the currently accused products incorporate HSPA technology. Wi-LAN denies the remaining allegations in Paragraph 9 of Ericsson's Counterclaims.

10. Wi-LAN admits the allegations of Paragraph 10 of Ericsson's Counterclaims.

11. Wi-LAN denies the allegations in Paragraph 11 of Ericsson's Counterclaims.

12. Wi-LAN denies the allegations in Paragraph 12 of Ericsson's Counterclaims.

13. Wi-LAN denies the allegations in Paragraph 13 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '326 PATENT

14. Wi-LAN admits the allegations of Paragraph 14 of Ericsson's Counterclaims.
15. Wi-LAN admits the allegations of Paragraph 15 of Ericsson's Counterclaims.
16. Wi-LAN denies the allegations of Paragraph 16 of Ericsson's Counterclaims.
17. Wi-LAN denies the allegations of Paragraph 17 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '327 PATENT

18. Wi-LAN admits the allegations of Paragraph 18 of Ericsson's Counterclaims.
19. Wi-LAN admits the allegations of Paragraph 19 of Ericsson's Counterclaims.
20. Wi-LAN denies the allegations of Paragraph 20 of Ericsson's Counterclaims.
21. Wi-LAN denies the allegations of Paragraph 21 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '819 PATENT

22. Wi-LAN admits the allegations of Paragraph 22 of Ericsson's Counterclaims.
23. Wi-LAN admits the allegations of Paragraph 23 of Ericsson's Counterclaims.
24. Wi-LAN denies the allegations of Paragraph 23 of Ericsson's Counterclaims.
25. Wi-LAN denies the allegations of Paragraph 25 of Ericsson's Counterclaims.

NON-INFRINGEMENT AND INVALIDITY OF THE '211 PATENT

26. Wi-LAN admits the allegations of Paragraph 26 of Ericsson's Counterclaims.
27. Wi-LAN denies the allegations of Paragraph 27 of Ericsson's Counterclaims.
28. Wi-LAN is without sufficient information to admit or deny the allegations in Paragraph 28 of Ericsson's Counterclaims, and therefore denies the same.

29. Wi-LAN denies the allegations of Paragraph 29 of Ericsson's Counterclaims.

REPLY TO PRAYER FOR RELIEF

To the extent a reply is necessary, Wi-LAN denies that Ericsson, Inc. is entitled to any of the relief requested in Ericsson's Prayer for Relief.

WI-LAN'S PRAYER FOR RELIEF

In view of the foregoing, Wi-LAN respectfully requests the following relief:

- A. An order dismissing with prejudice Ericsson, Inc.'s Counterclaims;
- B. An order finding Wi-LAN has not breached the Patent and Conflict Resolution agreement executed by Ericsson, Inc. and Wi-LAN, or in the alternative finding that Ericsson has not suffered any actual damages;
- C. Ericsson, Inc.'s prayer for attorney's fees and costs be denied;
- D. Judgment be entered in favor of Wi-LAN that each of the claims of the '326, '327, and '819 patents is valid and infringed;
- E. In the event the Court finds a case or controversy exists as to the validity of the '211 patent, an order finding the '211 patent valid;
- F. An order declaring that this is an exceptional case and awarding Wi-LAN its costs, expenses, and reasonable attorney fees under 35 U.S.C. § 285 and all other applicable statutes, rules, and common law, including all such laws governing contracts in the State of New York; and
- G. The Court award Wi-LAN the relief sought in its original Complaint.

Dated: February 23, 2012

Respectfully submitted,

By: /s/ John A. Fedock

Johnny Ward
Texas State Bar No. 00794818
Wesley Hill
Texas State Bar No. 24032294
WARD & SMITH LAW FIRM
111 W. Tyler Street
Longview, TX 75601
Tel: (903) 757-6400
Fax: (903-757-2323
jw@jwfirm.com
wh@jwfirm.com

David B. Weaver – LEAD ATTORNEY
Texas State Bar No. 00798576
John A. Fedock
Texas State Bar No. 24059737
Juliet M. Dirba
Texas State Bar No. 24051063
Jeffrey T. Han
Texas State Bar No. 24069870
Syed K. Fareed
Texas State Bar No. 24065216
VINSON & ELKINS LLP
2801 Via Fortuna, Suite 100
Austin, TX 78746
Tel: (512) 542-8400
dweaver@velaw.com
jfedock@velaw.com
jdirba@velaw.com
jhan@velaw.com
sfareed@velaw.com

Charles P. Ebertin
VINSON & ELKINS LLP
525 University Avenue, Suite 410
Palo Alto, CA 94301-1918
Tel: (650) 617-8400
cebertin@velaw.com

Attorneys for Plaintiff, Wi-LAN Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). All other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email and/or fax, on this the 23rd day of February, 2012.

/s/ John A. Fedock

John A. Fedock