

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

EDST, LLC, AND QUEXT IOT, LLC,

Plaintiffs,

v.

HUARIFU TECHNOLOGY CO., LTD., AND
HSUN WEALTH TECHNOLOGY CO.,
LTD.,

Defendants.

Civil Action No. 2:22-cv-365

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs EDST, LLC and Quext IoT, LLC (collectively, “Quext”), by and through their undersigned counsel, file this complaint under 35 U.S.C. § 271 for Patent Infringement against Defendants Huarifu Technology Co., Ltd. and Hsun Wealth Technology Co., Ltd. (collectively, “HSW” or “Defendants”) and further allege as follows, upon actual knowledge with respect to themselves and their own acts, and upon information and belief as to all other matters.

I. BACKGROUND

1. This is an action for patent infringement by Quext. Based in Lubbock, Texas, EDST, LLC (“EDST”) began in 2017 (as “Asmartment”) to develop, among other things, state of the art Internet-of-Things (“IoT”) solutions, cloud-based property management software, and artificial intelligence (“AI”) for use in the multifamily residential and commercial property management industries. Quext IoT, LLC (“QIoT”) was formed later to be the exclusive seller and continued developer of these IoT solutions.

2. Today, QIoT develops IoT systems that are integrated in multifamily and commercial properties and leverage long-range and short-range communication protocols to provide property management and on-premises solutions.

3. QIoT focuses on designing intuitive, easy to install, and powerful technologies that help build safer, happier communities. QIoT's technology effectuates communication between, *e.g.*, a property management platform, a smart hub, and IoT devices (such as smart locks) in proximity to the smart hub to support both resident and property management control.

4. In 2020, QIoT introduced a line of smart home technology and property management solutions, including a long-range (LoRa) wide access network (WAN) thermostat with built-in smart hub technology for interfacing with smart door locks. Quext refers to these products simply as the "Quext IoT Products," so named because they represent Quext's proprietary solution to smart device property management. These products have enjoyed substantial success in the United States, and their sales have grown rapidly since their introduction in 2020.

5. QIoT's technology is installed in or contracted to be installed in dozens of communities consisting of over 13,500 units, allowing more than 30,000 residents across the United States to thrive. QIoT's full range of cutting-edge, multi-dwelling property-specific technologies aid in building value and transforming communities for residents, operators, and ownership teams alike.

6. Quext previously brought litigation to enforce the patent portfolio of which the currently asserted patents are a part against iApartments Inc. in the Middle District of Florida (Case No. 8:22-cv-00272-CEH-JSS) (the "Florida Action"). This litigation is currently pending and in its early stages.

7. Additionally, on September 16, 2022, Quext filed a Section 337 complaint with the United States International Trade Commission (Dkt. No. 337-3644) (“ITC Complaint”), naming iApartments, Inc., Huarifu Technology Co., Ltd., and Hsun Wealth Technology Co., Ltd. as Respondents. There, Quext has asked the Commission to remedy violations of Section 337 arising from the unlawful and unauthorized importation into the United States, the sale for importation into the United States, and the sale within the United States after importation of certain smart thermostat hubs, systems that incorporate these hubs, and components of the hubs, including, but not limited to, the iApartments Smart Home and Smart Access products and services based on infringement of the currently asserted patents. HSW, along with iApartments, is a named respondent in that matter. Quext incorporates by reference the allegations in the ITC Complaint and exhibits thereto as if fully set forth herein.

II. THE PARTIES

8. Plaintiff EDST, LLC (“EDST”) is a Texas corporation with a principal place of business at 5214 68th Street, Suite 402, Lubbock, Texas.

9. Plaintiff Quext IoT, LLC (“QIoT”) is a Texas limited liability company with a principal place of business at 5214 68th Street, Suite 201, Lubbock, Texas. QIoT is a wholly owned subsidiary of EDST.

10. Upon information and belief, Defendant Huarifu Technology Co., Ltd. is a Taiwanese company with a place of business at 11th Floor, No. 49, Section 1, Qingfeng Road, Zhongli District, Taoyuan City, 32056 Taiwan. Upon information and belief, Defendant Hsun Wealth Technology Co., Ltd. is a Taiwanese company with a place of business at 11th Floor, No. 47, Qingpu, Qingpu Vil., Zhongli District, Taoyuan City, 32056 Taiwan.

III. NATURE OF ACTION

11. This is a civil action against Defendants for patent infringement under the United States patent laws, as amended, 35 U.S.C. §§ 101 et seq. (the “Patent Laws”).

12. This action arises out of Defendants making, using, selling, offering to sell, and/or importing into the United States certain products and services covered by Quext’s patents and/or inducing or contributing to its customers’ direct infringement. Accordingly, Plaintiffs seek monetary and injunctive relief under the Patent Laws.

IV. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the action arises under the Patent Laws of the United States, 35 U.S.C. § 271 *et seq.*

14. This Court has personal jurisdiction over HSW in this action because HSW has and continues to commit infringing acts within the Eastern District of Texas and has established minimum contacts with this District such that exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

15. As an example of infringing acts committed within this District, HSW sells and/or offers for sale in the State of Texas and/or imports into the State of Texas the infringing products, including by placing such products into the stream of commerce through original equipment manufacturing (OEM) customers, such as iApartments, Inc., having established distribution channels including a network of authorized resellers operating retail facilities and internet sites with knowledge and understanding that such products will be sold throughout the State of Texas, including in this District.

16. In addition, on information and belief, HSW has purposefully directed activities toward this District and availed itself of the privilege of doing business in this District by importing

the Accused Products into the United States knowing these products are sold to customers in this District. On information and belief, HSW imports the Accused Products for sale to iApartments, Inc., with the knowledge that iApartments, Inc. sells the Accused Products in the United States to customers, including UBS Realty Investors, LLC, Merion Realty Partners, LLC, Greystar Worldwide, LLC, Mark-Taylor, Inc., Weller Management Co., LLC, Wire Development, LLC, Trilogy Partners, LLC, NexMetro Communities, LLC, and Avenue5 Residential, LLC, with such sales occurring after the issuance of the Asserted Patents. *See, e.g.*, Ex. 4 (iApartments Website)

Top multifamily brands choose iApartments



17. On information and belief, UBS Realty Investors, LLC provides professional property management services to multi-family residential properties located in the State of Texas, including a location at 6101 S. Broadway, Tyler, TX 75701.

18. On information and belief, Greystar Worldwide, LLC provides professional property management services to multi-family residential properties located in the State of Texas, including locations at 600 East Las Colinas Boulevard, Suite 2100, Irving, TX 75039; 750 Bering Drive, Suite 300, Houston, TX 77057; 777 East Sonterra Boulevard, San Antonio, TX 78258; and 2500 Bee Cave Road, Building III, Suite 500, Austin, TX 78746.

19. On information and belief, NexMetro Communities, LLC provides professional property management services to multi-family residential properties located in the State of Texas, including locations at 7000 N Mopac Expwy, Suite 200, Austin, TX 78731 and 2221 Lakeside Blvd, Suite 1210, Richardson, TX 75082.

20. On information and belief, Avenue5 Residential, LLC provides professional property management services to multi-family residential properties located in the State of Texas, including a location at 680 Executive Dr., Plano, TX 75074.

21. On information and belief, this Court has jurisdiction over HSW due to its continuous and systematic contacts with the State of Texas and this District, including by placing the infringing products in the stream of commerce with the knowledge, intention, and expectation they will be sold in, offered for sale in, and/or imported into the Eastern District of Texas.

22. Venue is proper in the Eastern District of Texas as to HSW pursuant to 28 U.S.C. § 1391(c)(3) because HSW is a foreign alien that may be sued in any judicial district.

V. THE ASSERTED PATENTS

23. Quext spent a great deal of time, effort, and expense in the research and development that lead to the Quext IoT Products. Because of their outstanding performance, the Quext IoT Products have been highly successful and well accepted by the market. In recognition of the break-through nature of its inventions, Quext was granted an international patent portfolio covering various aspects of the Quext IoT Products, including a number of patents in the United States, with additional patent applications still pending in the United States Patent and Trademark Office.

24. The Asserted Patents relate to various structures and features included in certain smart thermostat hubs and systems that work with them. This section provides high-level descriptions of each of the Asserted Patents, along with an identification of their ownership.

25. All non-technical descriptions of the patents herein are presented to give a general background of those inventions. These statements are not intended to be used, nor should they be used, for purposes of patent claim interpretation. Quext presents these statements subject to, and

without waiver of, its right to argue that claim terms should be construed in a particular way, as contemplated by claim interpretation jurisprudence and the relevant evidence.

A. U.S. Patent No. 10,825,273

26. EDST owns by assignment the entire right, title, and interest in and to U.S. Patent No. 10,825,273 (“the ’273 Patent”).

27. A certified copy of the ’273 Patent is attached to this Complaint as Exhibit 1.

28. The ’273 Patent issued from an application filed on October 16, 2018. Ex. 1 (’273 Patent) at (22). The patent is entitled, “Smart Thermostat Hub” and names Dave Marcinkowski and Thomas Mandry (both of Lubbock, Texas, USA) as inventors. *Id.* at (54), (72).

29. The ’273 Patent issued on November 3, 2020.

30. The ’273 Patent is directed generally to a smart hub, such as a smart thermostat hub, that interfaces with one or more smart door locks to form a system for use in multifamily residential properties. More particularly, the patent describes embodiments of “an intelligent thermostat that can function as a hub having multi-band / multi-radio communication capabilities and can be implemented in a system for controlling and securing offline door locks and other smart devices within a multi-family property.” Ex. 1 (’273 Patent) at 1:6-11.

31. Around the time of the filing date of the patent in 2018, conventional electronic locking systems utilized one of two types of locks: “online door locks” or “offline door locks.” *Id.* at 1:35-36. As described in the patent, these “online” door locks could be controlled to lock and unlock both remotely (through an internet connection) and locally (by a device such as a smartphone or fob). *Id.* at 1:36-40. Conventional offline door locks—which are distinct from the “offline door locks” recited by the claims of the Asserted Patents—typically were controlled locally by a device placed in proximity to the lock. *Id.* at 1:41-44.

32. Both types of systems had disadvantages. Online door locks, for example, required a network communication infrastructure (such as a mesh network, Wi-Fi, or the like), thereby making the cost of installing such locks very high. *Id.* at 1:44-50.

33. Though less expensive to install than online door locks, traditional offline door locks—again, distinct from the claimed “offline door lock”—also had drawbacks. As explained by the patent, traditional offline door locks “require[d] an individual, such as a property manager or property maintenance personnel, to connect ... an external device ... to the offline door lock and then use software or another utility provided by the external device to disable access credentials.” *Id.* at 1:59-65. This proved a slow and cumbersome process, as it required one or more individuals to physically come to the lock’s location to alter credentials. *Id.* at 1:51-2:12.

34. The need for this in-person access, as well as the delays associated therewith, posed an inconvenience to residents and visitors. It also introduced security risks: access by certain individuals could not be revoked in a timely manner in the event an individual were to become violent or abusive. *Id.* at 1:51-2:12, 19:13-22.

35. Recognizing these drawbacks with conventional systems, the ’273 Patent’s inventors set out to solve these problems. Their solution includes a smart thermostat hub that includes a gateway or other communication interface between a management platform and one or more offline door locks. *Id.* at 2:26-29. This hub enables users of the management platform (such as property managers) to disable, enable, or otherwise change access credentials for each of the door locks on the system, all without requiring the use of a costly Wi-Fi or similar communications infrastructure. *Id.* at 2:26-29, 18:14-15.

36. The ’273 Patent includes 33 claims, of which 3 are independent. The patent’s independent claims are directed to systems that include an offline door lock and a smart device

hub (claims 1-17), methods for securing smart devices (such as offline door locks) within a property (claims 18-25), and non-transitory computer-readable storage media containing instructions for securing smart devices within a property (claims 26-33).

37. The '273 Patent's claims recite specific systems, methods, and non-transitory computer readable media that improve the functionality of devices used within multi-family residential properties, and also improve property management of such multi-family residential properties. These claimed improvements allow a user, such as a property manager or property maintenance personnel, to remotely manage smart devices while also improving security, communication, and ease of implementation in carrying out such property management.

B. U.S. Patent No. 10,803,685

38. EDST owns by assignment the entire right, title, and interest in and to U.S. Patent No. 10,803,685 ("the '685 Patent").

39. A certified copy of the '685 Patent is attached to this Complaint as Exhibit 2.

40. The '685 Patent issued from an application filed on December 6, 2019. Ex. 2 ('685 Patent) at (22). The patent is entitled, "Smart Thermostat Hub" and names Dave Marcinkowski and Thomas Mandry (both of Lubbock, Texas, USA) as inventors. *Id.* at (54), (72). The '685 Patent is a continuation of the '273 Patent and claims priority to the '273 Patent's filing date (October 16, 2018) by virtue thereof. *Id.* at (63).

41. The '685 Patent issued on October 13, 2020.

42. Like the '273 Patent, the '685 Patent is directed generally to a smart hub, such as a smart thermostat hub, that interfaces with one or more smart door locks to form a system for use in multifamily residential properties.

43. The '685 Patent is a continuation of the application that issued as the '273 Patent and thus shares substantially the same specification as the '273 Patent. Accordingly, Quext incorporates by reference the description of the '273 Patent in Paragraphs 30-37 here.

44. The '685 Patent includes 24 claims, of which 3 are independent. The patent's independent claims are directed to systems that include an offline door lock and a smart thermostat hub (claims 1-14), methods for securing smart devices (such as offline door locks) within a property (claims 15-19), and non-transitory computer-readable storage media containing instructions for securing smart devices within a property (claims 20-24).

45. The '685 Patent's claims recite specific systems, methods, and non-transitory computer readable media that improve the functionality of devices used within multi-family residential properties, and also improve property management of such multi-family residential properties. These claimed improvements allow a user, such as a property manager or property maintenance personnel, to remotely manage smart devices while also improving security, communication, and ease of implementation in carrying out such property management.

C. U.S. Patent No. 11,189,118

46. EDST owns by assignment the entire right, title, and interest in and to U.S. Patent No. 11,189,118 ("the '118 Patent").

47. A certified copy of the '118 Patent is attached to this Complaint as Exhibit 3.

48. The '118 Patent issued from an application filed on June 25, 2020. Ex. 3 ('118 Patent) at (22). The patent is entitled, "Smart Thermostat Hub" and names Dave Marcinkowski and Thomas Mandry (both of Lubbock, Texas, USA) as inventors. *Id.* at (54), (72). Like the '685 Patent, the '118 Patent is a continuation of the '273 Patent and claims priority to the '273 Patent's filing date (October 16, 2018) by virtue thereof. *Id.* at (63).

49. The '118 Patent issued on November 30, 2021.

50. Like the '273 Patent, the '118 Patent is directed generally to a smart hub, such as a smart thermostat hub, that interfaces with one or more smart door locks in multifamily residential or commercial properties.

51. The '118 Patent is a continuation of the application that issued as the '273 Patent and thus shares substantially the same specification as the '273 Patent. Accordingly, Quext incorporates by reference the description of the '273 Patent in Paragraphs 30-37 here.

52. The '118 Patent includes 20 claims, of which 3 are independent. The patent's independent claims are directed to a smart hub (claims 1-10), methods for securing smart devices (such as offline door locks) within a property (claims 11-16), and non-transitory computer-readable storage media containing instructions for securing smart devices within a property (claims 17-20).

53. The '118 Patent's claims recite specific apparatuses, methods, and non-transitory computer readable media that improve the functionality of devices used within multi-family residential or commercial properties, and also improve property management of such properties. These claimed improvements allow a user, such as a property manager or property maintenance personnel, to remotely manage smart devices while also improving security, communication, and ease of implementation in carrying out such property management.

VI. THE ACCUSED PRODUCTS

54. On information and belief, HSW has been engaged and continues to engage in selling and/or offering for sale in the United States and/or importing into the United States infringing iApartments, Inc.'s Smart Home and Smart Access products and services (collectively, "Accused Products"), which HSW manufactures overseas with the knowledge that these products infringe the Asserted Patents.

55. On information and belief, HSW has known of its infringement of the Asserted Patents since at least the filing of the Florida Action. Additionally, HSW has known of its infringement as outlined in the Complaint and accompanying materials filed at the United States International Trade Commission by Quext against HSW on September 16, 2022.

56. On information and belief, the Accused Products are marketed in the United States by iApartments, Inc.

VII. COUNT 1 - INFRINGEMENT OF U.S. PATENT NO. 10,825,273

57. Quext incorporates by reference the preceding paragraphs as if fully set forth herein.

58. HSW directly infringes (literally or under the doctrine of equivalents) at least claims 26, 28, 29, 31, and 33 of the '273 Patent. *See, e.g.*, ITC Complaint at Ex. 12, incorporated herein by reference. The Accused Products satisfy all limitations of these claims at the time HSW manufactures the Accused Products overseas and sells for importation into the United States.

59. Additionally, HSW indirectly infringes (literally or under the doctrine of equivalents) at least claims 1, 2, 5-11, 14, 15, 17, 18, 20, 21, 23, 25, 26, 28, 29, 31, and 33 of the '273 Patent under 35 U.S.C. § 271(b). *See, e.g.*, ITC Complaint at Ex. 12, incorporated herein by reference. Specifically, HSW knowingly and intentionally induces infringement of these claims by others, including iApartments, Inc., by manufacturing the Accused Products overseas for importation and resale into the United States by iApartments, Inc.

60. Despite its knowledge of the Asserted Patents, HSW has actively encouraged, promoted, instructed, supported, and/or aided and abetted others (including without limitation customers such as iApartments, end users, partners, affiliates, subsidiaries, importers, distributors, property managers, and/or sellers) to directly infringe the above identified claims of the '273 Patent through at least user guides, online instruction materials, and websites.

61. Further, HSW contributes to the infringement (literally or under the doctrine of equivalents) of at least claims 1, 2, 5-11, 14, and 15 of the '273 Patent under 35 U.S.C. § 271(c) by offering to sell, selling, and/or importing a patented component (such as a smart thermostat hub or components thereof), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement and not a staple article or commodity of commerce suitable for substantial non-infringing use.

62. HSW is not and has never been licensed or authorized to commit the acts described above with respect to any claim of the '273 Patent.

63. As a result of HSW's infringement of the '273 Patent, Quext has suffered and continues to suffer damages, in an amount to be determined, of at least a reasonable royalty and/or lost profits due to lost sales, and potential sales that Quext would have made but for HSW's infringing acts.

64. Quext has been, and will continue to be, damaged by HSW's infringement of the '273 Patent and will suffer irreparable injury unless the infringement is enjoined by this Court pursuant to 35 U.S.C. § 283 and/or the equitable powers of this Court.

65. Upon information and belief, HSW has known of the '273 Patent and its infringement of the '273 Patent since, at least, the filing of the Florida Action, filing of the Section 337 complaint, and/or no later than the filing of this Complaint. Despite such knowledge, HSW has continued its infringing activities. Upon information and belief, HSW's infringement of the '273 Patent is willful entitling Quext to enhanced damages pursuant to 35 U.S.C. § 284. This action, therefore, is "exceptional" within the meaning of 35 U.S.C. § 285 entitling Quext to its attorneys' fees and expenses.

VIII. COUNT 2 - INFRINGEMENT OF U.S. PATENT NO. 10,803,685

66. Quext incorporates by reference the preceding paragraphs as if fully set forth herein.

67. HSW directly infringes (literally or under the doctrine of equivalents) at least claims 20, 22, and 23 of the '685 Patent. *See, e.g.*, ITC Complaint at Ex. 13, incorporated herein by reference. The Accused Products satisfy all limitations of these claims at the time HSW manufactures the Accused Products overseas and sells for importation into the United States.

68. Additionally, HSW indirectly infringes (literally or under the doctrine of equivalents) at least claims 1, 2, 5-11, 14, 15, 17, 18, 20, 22, and 23 of the '685 Patent under 35 U.S.C. § 271(b). *See, e.g.*, ITC Complaint at Ex. 13, incorporated herein by reference. HSW knowingly and intentionally induces infringement of these claims by others, including iApartments Inc., by manufacturing the Accused Products overseas for importation and resale into the United States by iApartments, Inc.

69. Despite its knowledge of the Asserted Patents, HSW has actively encouraged, promoted, instructed, supported, and/or aided and abetted others (including without limitation customers such as iApartments, end users, partners, affiliates, subsidiaries, importers, distributors, property managers, and/or sellers) to directly infringe the above-identified claims of the '685 Patent through at least user guides, online instruction materials, and websites.

70. Further, HSW contributes to the infringement (literally or under the doctrine of equivalents) of at least claims 1, 2, 5-11, 14, and 15 of the '685 Patent under 35 U.S.C. § 271(c) by offering to sell or selling and/or importing a patented component (such as a smart thermostat hub and components thereof), constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement and not a staple article or commodity of commerce suitable for substantial non-infringing use.

71. HSW is not and has never been licensed or authorized to commit the acts described above with respect to any claim of the '685 Patent.

72. As a result of HSW's infringement of the '685 Patent, Quext has suffered and continues to suffer damages, in an amount to be determined, of at least a reasonable royalty and/or lost profits due to lost sales, and potential sales that Quext would have made but for HSW's infringing acts.

73. Quext has been, and will continue to be, damaged by HSW's infringement of the '685 Patent and will suffer irreparable injury unless the infringement is enjoined by this Court pursuant to 35 U.S.C. § 283 and/or the equitable powers of this Court.

74. Upon information and belief, HSW has known of the '685 Patent and its infringement of the '685 Patent since, at least, the filing of the Florida Action, filing of the Section 337 complaint, and/or no later than the filing of this Complaint. Despite such knowledge, HSW has continued its infringing activities. Upon information and belief, HSW's infringement of the '685 Patent is willful entitling Quext to enhanced damages pursuant to 35 U.S.C. § 284. This action, therefore, is "exceptional" within the meaning of 35 U.S.C. § 285 entitling Quext to its attorneys' fees and expenses.

IX. COUNT 3 - INFRINGEMENT OF U.S. PATENT NO. 11,189,118

75. Quext incorporates by reference the preceding paragraphs as if fully set forth herein.

76. HSW directly infringes (literally or under the doctrine of equivalents) at least claims 1-6, 8-10, and 17-19 of the '118 Patent under 35 U.S.C. § 271(a). *See, e.g.*, ITC Complaint at Ex. 14, incorporated herein by reference. The Accused Products satisfy all limitations of these claims at the time HSW manufactures the Accused Products overseas and sells for importation into the United States.

77. Additionally, HSW indirectly infringes (literally or under the doctrine of equivalents) at least claims 1-6 and 8-19 of the '685 Patent under 35 U.S.C. § 271(b). *See, e.g.*, ITC Complaint at Ex. 14, incorporated herein by reference. Specifically, HSW knowingly and intentionally induces infringement of these claims by others, including iApartments, Inc., by manufacturing the Accused Products overseas for importation and resale into the United States by iApartments, Inc.

78. Despite its knowledge of the Asserted Patents, HSW has actively encouraged, promoted, instructed, supported, and/or aided and abetted others (including without limitation customers such as iApartments, end users, partners, affiliates, subsidiaries, importers, distributors, property managers, and/or sellers) to directly infringe the above-identified claims of the '118 Patent through at least user guides, online instruction materials, and websites.

79. HSW is not and has never been licensed or authorized to commit the acts described above with respect to any claim of the '118 Patent.

80. As a result of HSW's infringement of the '118 Patent, Quext has suffered and continues to suffer damages, in an amount to be determined, of at least a reasonable royalty and/or lost profits due to lost sales, and potential sales that Quext would have made but for HSW's infringing acts.

81. Quext has been, and will continue to be, damaged by HSW's infringement of the '118 Patent and will suffer irreparable injury unless the infringement is enjoined by this Court pursuant to 35 U.S.C. § 283 and/or the equitable powers of this Court.

82. Upon information and belief, HSW has known of the '118 Patent and its infringement of the '118 Patent since, at least, the filing of the Florida Action, filing of the Section 337 complaint, and/or no later than the filing of this Complaint. Despite such knowledge, HSW

has continued its infringing activities. Upon information and belief, HSW's infringement of the '118 Patent is willful entitling Quext to enhanced damages pursuant to 35 U.S.C. § 284. This action, therefore, is "exceptional" within the meaning of 35 U.S.C. § 285 entitling Quext to its attorneys' fees and expenses.

X. PRAYER FOR RELIEF

WHEREFORE, Quext prays for relief as follows:

A. A declaration that HSW is liable for infringement of the '273, '685, and '118 Patents;

B. Entry of a preliminary and permanent injunction against HSW pursuant to 35 U.S.C. § 283 and/or the equitable powers of the Court to prevent further infringement of the '273, '685, and '118 Patents;

C. An award to Quext and against HSW of compensatory damages for infringement, but in no event less than a reasonable royalty, for the use made of the invention by HSW of the '273, '685, and '118 Patents, together with all pre-judgment and post-judgement interest;

D. A declaration that HSW's infringement is willful and an award of enhanced damages, in the form of treble damages, pursuant to 35 U.S.C. § 284;

E. An award to Quext of costs pursuant to 28 U.S.C. § 1920, 35 U.S.C. § 284, Fed. R. Civ. P. 54, and/or the Court's discretion;

F. A declaration that this is an exceptional case within the meaning of 35 U.S.C. § 285 and an award to Quext of its reasonable attorneys' fees; and

G. Such other and further relief as the Court deems just and proper.

XI. JURY TRIAL DEMANDED

Quext hereby demands a trial by jury.

Dated: September 16, 2022

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