

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

HAND HELD PRODUCTS, INC.,)	
INTERMEC, INC., INTERMEC)	
TECHNOLOGIES CORPORATION, and)	
INTERMEC IP CORP.)	
)	
Plaintiffs,)	C.A. No. _____
)	
v.)	JURY TRIAL DEMANDED
)	
TRANSCORE, LP and TRANSCORE)	
HOLDINGS, INC.)	
)	
Defendants.)	

**COMPLAINT FOR PATENT INFRINGEMENT,
BREACH OF CONTRACT, AND FRAUD**

Plaintiffs Hand Held Products, Inc. (“Hand Held Products”), Intermec, Inc., Intermec Technologies Corporation, and Intermec IP Corp. (together, “Intermec”) (collectively, “Honeywell”), by and through their undersigned counsel, file this Complaint against Defendants TransCore, LP and TransCore Holdings, Inc. (collectively “TransCore”) and allege as follows:

INTRODUCTION

1. TransCore sold and is continuing to sell products that practice inventions claimed in Honeywell’s patents.
2. Honeywell is widely recognized as developing and owning important and foundational patents covering radio frequency identification (“RFID”) technology. TransCore previously acknowledged Honeywell’s vast contributions to the RFID field by entering into an agreement with Intermec to pay royalties for RFID products TransCore sold.
3. TransCore is now selling RFID readers and RFID tags that infringe four unlicensed patents. Thus, TransCore’s sales of RFID readers and RFID tags are unauthorized

and constitute patent infringement. TransCore's infringement of the four unlicensed asserted patents is ongoing.

4. Honeywell further asserts that TransCore infringed five additional patents previously licensed to TransCore before those patents expired. As to the previously licensed patents, before those five patents expired, TransCore sold infringing products but stopped paying appropriate royalties. And, because TransCore knows that it should have been paying royalties under the agreement, TransCore's infringement at the time was willful. Damages should be trebled.

5. As it relates to those previously licensed patents, Intermec first sued TransCore in Delaware state court for breach of contract due to TransCore's use of an incorrect methodology to calculate the royalty payments that it made to Honeywell. In the face of the breach-of-contract claim, TransCore in effect argued that it decides whether its products are (1) subject to a royalty and licensed, or (2) not licensed.

6. That position has consequences. If TransCore can exclude products from the royalty-bearing list of Licensed Products and refuse to pay the agreed-upon royalty, then any sales of those excluded products are unlicensed and thus subject to patent infringement claims. When it stopped paying royalties in 2019, TransCore was apparently willing to bet that Honeywell would not file a patent infringement lawsuit for the unauthorized use of its patents. This is that lawsuit. And, if TransCore tries to reverse course here to argue the agreement controls, then TransCore is in breach of the agreement and is liable for royalties and attorneys' fees.

7. Finally, TransCore intentionally and fraudulently misled Intermec with respect to TransCore's secret intention to underpay royalties by miscalculating the royalty amount.

Given Intermec's prominence in the RFID market, Intermec would not have executed the agreement with TransCore had TransCore disclosed its scheme, lest Intermec receive diminished royalties from other licensees in the market.

THE PARTIES

8. Plaintiff Hand Held Products, Inc. is a Delaware corporation with its principal place of business at 855 S. Mint Street, Charlotte, NC 28202. Hand Held Products, Inc. a wholly-owned subsidiary of Honeywell International Inc.

9. Plaintiff Intermec IP Corp. is a Delaware corporation and a wholly-owned subsidiary of Intermec Technologies Corp., a Washington corporation, which is a wholly-owned subsidiary of Plaintiff Intermec, Inc., a Delaware corporation, which is a wholly-owned subsidiary of Plaintiff Hand Held Products, Inc.

10. Plaintiffs Intermec IP Corp., Intermec Technologies Corporation, and Intermec, Inc. also have a principal place of business at 855 S Mint St, Charlotte, NC 28202.

11. On information and belief, Defendants TransCore, LP and TransCore Holdings, Inc. are both companies organized and existing under the laws of the State of Delaware, having a principal place of business at 8158 Adams Drive, Hummelstown, Pennsylvania 17036.

12. TransCore filed its Articles of Incorporation for TransCore, LP in the state of Delaware on March 3, 1994, and later filed Articles of Incorporation for TransCore Holdings, Inc. in the state of Delaware on September 3, 1999.

JURISDICTION AND VENUE

13. This action arises under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, from TransCore's infringement of United States Patent No. 6,259,408 (the "'408 Patent"), United States Patent No. 6,286,762 (the "'762 Patent"), United States Patent No. 6,318,636 (the

“’636 Patent), United States Patent No. 6,369,711 (the “’711 Patent”), United States Patent No. 6,535,175 (the “’175 Patent”), United States Patent No. 7,710,798 (the “’798 Patent”), United States Patent No. 8,141,784 (the “’784 Patent), United States Patent No. 8,919,654 (the “’654 Patent”), and United States Patent No. 10,452,968 (the “’968 Patent”) (collectively, the “Asserted Patents”).

14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the claims herein arise under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, including 35 U.S.C. § 271.

15. Further, this Court has subject matter jurisdiction over the claims for breach of contract and common law fraud under 28 U.S.C. § 1367(a) because they are so related to Honeywell’s claims that they form part of the same case or controversy under Article III of the United States Constitution.

16. This Court has personal jurisdiction over TransCore in this action because both TransCore entities are companies organized and existing under the laws of the State of Delaware. Further, TransCore regularly and systematically transacts business in this District and has committed acts of infringement within the State of Delaware and within this District through, for example, selling and/or offering for sale TransCore’s eGo Plus Micro Mini Sticker Tag and Encompass Readers online and in this District.

17. In addition, this Court has personal jurisdiction over TransCore in this action by virtue of its agreement with Intermec¹, which requires in Section 6.3 that all actions arising from the agreement to be brought in the state or federal courts of Delaware.

¹ The parties to the agreement were Intermec Technologies Corporation, Intermec IP Corp., TransCore, LP, and TransCore Holdings, Inc.

18. TransCore engages in other persistent courses of conduct and derives substantial revenue from products and/or services provided in Delaware and in this District and has purposefully established substantial, systematic, and continuous contacts within this District, and should reasonably expect to be sued in this District.

19. Further, TransCore was awarded a three-year contract with the Delaware Division of Motor Vehicles to update and expand E-Z Pass Customer Service Centers for \$30 million in 2013. *See* Exhibit 1.

20. The Court's exercise of jurisdiction over TransCore will not offend traditional notions of fair play and substantial justice.

21. Venue in the District of Delaware is proper pursuant to 28 U.S.C. §§ 1391(b), (c) and 1400.

22. TransCore has committed acts of infringement within this judicial District, giving rise to this action.

23. TransCore continues to conduct business in this judicial district, including by committing one or more acts of making, using, selling, importing, and/or offering for sale infringing products or providing support services to TransCore's customers in this District.

HONEYWELL'S LEGACY OF INNOVATION

24. The cornerstone of Honeywell's cutting-edge products is, and always has been, its commitment to research and development.

25. Recognizing Hand Held Products' and Intermec's proficiency and commitment to innovation over the years, Honeywell International Inc. acquired Hand Held Products in 2007 and Intermec in 2013. Honeywell International Inc. strategically positioned them for continued success. Since then, thousands of retailers, distributors, healthcare providers and industrial

organizations have used Honeywell's products to improve efficiency, speed, and accuracy in their operations.

RFID TECHNOLOGY

26. Radio Frequency Identification, known as "RFID," is a technology that uses waves in the radio frequency ("RF") portion of the electromagnetic spectrum to detect objects.

27. RFID "tags" (or transponders) communicate with RFID "readers" by modulating and returning RF signals transmitted by readers, which is a communication process called "backscatter modulation." The term "backscatter" indicates that the tag is not creating the signal that it transmits to the reader but instead is reflecting (in modulated form) the signal that it originally received from the reader.

28. Backscatter modulation is akin to two campers communicating with one another by using a flashlight and a mirror. Imagine the first camper aiming her flashlight at the second camper. Next, imagine the second camper positioning a mirror to reflect the flashlight back to the first camper. By modifying (or "modulating") the reflection, by, for example, tilting the mirror, which effectively turns the reflected light "on" and "off," the second camper can send a coded message to the first camper. A simple example would be the second camper reflecting the light back in intervals using the Morse code pattern of dots and dashes.

29. In the RFID context, an RFID reader transmits a continuous, single-frequency RF signal with a constant amplitude and frequency. The RFID tag contains an antenna (or antennas) to both receive and reflect this signal. Electronic circuitry on the tag is capable of varying the electrical characteristics of the antenna to alter the signal that the tag reflects back to the reader. This modulation allows the tag to encode a message in the signal it returns to the reader.

30. This communication between RFID readers and tags is used in a wide variety of applications, including:

- **Manufacturing** – RFID allows manufacturers to keep track of items during the manufacturing process, and to maintain an up-to-date inventory of manufacturing components.
- **Warehousing** – Warehouse workers can keep a real-time inventory of items entering, exiting, or being stored in their facilities.
- **Supply chain automation** – RFID tags can monitor the progress of a shipment of goods all the way from original manufacture through placement at the point of sale to the end user.
- **Access control** – RFID tags can be used to limit access to building locations, cars, or equipment to authorized personnel.
- **Asset tracking and people tracking** – RFID tags can be used to keep track of expensive mobile equipment, monitor the life of perishable goods, and quickly determine the whereabouts of key personnel (such as doctors in a hospital).

31. Honeywell is a pioneer in RFID technology, having created thousands of inventions that have meaningfully improved RFID systems over the years. Honeywell has also developed many innovative RFID products incorporating its inventions.

32. For example, Honeywell is responsible for developing RFID readers and tags that are ubiquitous among retailers, logisticians, manufacturers, and healthcare providers around the world, including, for example, its IH25 RFID Handheld Reader:



Exhibit 2.

33. For decades, Honeywell has invested substantial resources in independently developing a highly successful line of RFID readers and tags, along with related technologies and accessories. This investment has included obtaining numerous patents, and manufacturing, selling, and marketing products embodying its patented technologies.

34. Honeywell markets its RFID readers and tags across internet-based platforms, including Honeywell's domain: <https://sps.honeywell.com/us/en/products/productivity/rfid>.

TRANSCORE TAKES A LICENSE TO CERTAIN RFID PATENTS

35. On January 8, 2008, TransCore, LP and TransCore Holdings, Inc., on the one hand, and Intermec Technologies Corporation and Intermec IP Corp., on the other hand, entered into a Cross-License Agreement (the "Agreement")², under which Intermec licensed certain RFID-related patents to TransCore.

36. Under the Agreement, Intermec granted TransCore a license to sell "Licensed Products," which were defined as including TransCore-branded RFID tags and readers that "but for the licenses granted herein, would infringe one or more of the Intermec Licensed Patents."

37. In exchange for TransCore's use of the royalty-bearing patents, TransCore agreed to pay Intermec defined royalties for TransCore's sales of Licensed Products.

38. TransCore paid royalties to Intermec under the Agreement from 2008 to June 2019.

39. A March 2017 report by an independent auditor who examined TransCore's royalty payments demonstrated that TransCore underpaid Intermec, including by omitting

² All references to "Intermec" made in the context of, or in reference to, the Agreement refer to the signatories to the Agreement—Intermec Technologies Corporation and Intermec IP Corp.

royalty-bearing line items and by using an incorrect methodology to calculate other royalties that it did pay. TransCore disputed the independent auditor's conclusion.

40. In or around July 2019, TransCore stopped making royalty payments to Intermec altogether.

**INTERMEC'S LAWSUIT AGAINST TRANSCORE
FOR BREACHING THE AGREEMENT**

41. In March 2020, Intermec sued TransCore in the Superior Court of the State of Delaware for breach of the Agreement (Case No. N20C-03-254 PRW CCLD) (the "State Court Lawsuit"). As of the filing of this Complaint, the State Court Lawsuit is still pending.

42. As part of the State Court Lawsuit, Intermec seeks to recover royalties TransCore owes Intermec under the Agreement, including those uncovered by the independent auditor.

43. In the State Court Lawsuit, TransCore interprets the Agreement as allowing TransCore to decide whether each RFID tag and reader it sells "would infringe one or more of the Intermec Licensed Patents" "but for the licenses granted in the Agreement."

44. Under TransCore's interpretation of the Agreement, if TransCore decides that one of its RFID tags or readers would infringe, TransCore can still legally sell that product by paying the defined royalty to Intermec under the Agreement for sales of that product. But if TransCore decides one of its products would not infringe—or otherwise declines to pay a royalty on sales of a product—then the sale of that TransCore RFID reader or tag is an unlicensed sale that constitutes patent infringement if the product practices the claims of an Intermec patent.

45. The Court in the State Court Lawsuit does not have jurisdiction to adjudicate Honeywell's claims for patent infringement brought here against TransCore because under 28 U.S.C. § 1338(a), "[n]o State court shall have jurisdiction over any claim for relief arising under any Act of Congress relating to patents."

46. Five of the Asserted Patents are royalty-bearing licensed patents under the Agreement—specifically, the '408 Patent, the '711 Patent, the '175 Patent, the '762 Patent, and the '636 Patent.

47. Even though the Accused Products discussed below practice inventions claimed in those five patents, TransCore has declined to pay all royalties owed under the Agreement for sales of the Accused Products. Thus, TransCore opted to treat sales of the Accused Products as *unlicensed* sales. TransCore now owes damages for its unlicensed infringement of those five patents.

48. Honeywell also asserts four patents not licensed under the Agreement—specifically, the '798 Patent, the '968 Patent, the '654 Patent, and the '784 Patent. Because the Agreement does not cover those four patents, sales of the Accused Products are also *unlicensed* sales with respect to those four patents. Because TransCore also infringes each of those patents by selling the Accused Products, Honeywell likewise seeks damages for TransCore's unlicensed and ongoing infringement of those four patents.

THE ACCUSED PRODUCTS

49. The eGo Plus Micro Mini Sticker Tag is an example of TransCore's infringing products.

50. Over the past decade, on information and belief, TransCore has offered iterations of RFID tags, for example, its "low profile" eGo Plus Micro Mini Sticker Tag. TransCore describes the eGo Plus Micro Mini Sticker Tag as a "beam-powered radio frequency identification (RFID) tag, ideal for applications that require low-cost, easily installed tags."

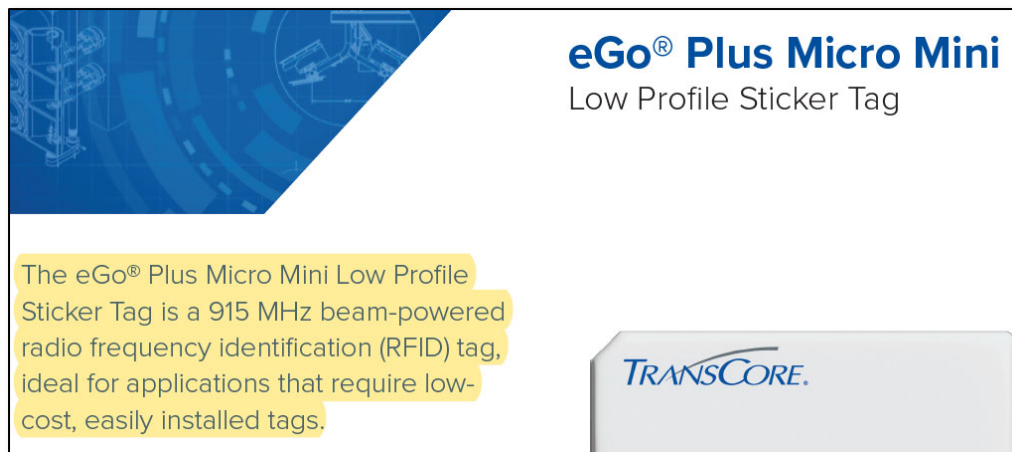
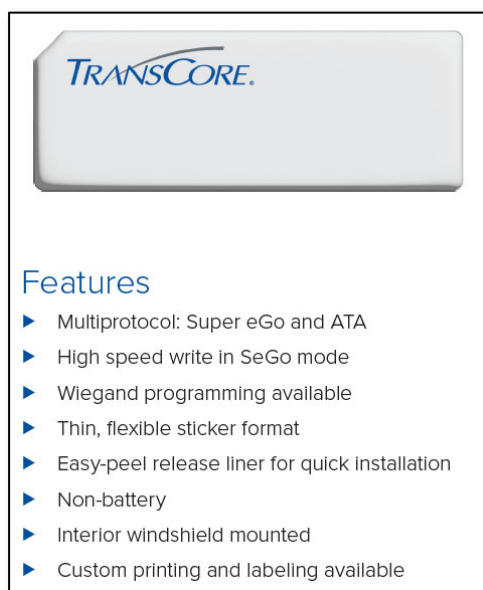


Exhibit 3.

51. TransCore contends that the eGo Plus Micro Mini Sticker Tag is “suitable for a wide variety of automatic vehicle identification (AVI) applications, including electronic toll collection, airport/ground transportation management, parking access, and security access.” *Id.* The eGo Plus Micro Mini Sticker Tag has security features that prevent “data corruption and/or alteration” as well as “tag cloning, spoofing, copying, and duplicating.” *Id.*

52. TransCore further provides a list of the eGo Plus Micro Mini Sticker Tag’s features, for example as follows:




Id.

53. The eGo Plus Micro Mini Sticker Tag and other similarly functioning RFID tags (the “Accused Tags”) are accused of infringing the ’798 Patent, the ’968 Patent, the ’408 Patent, the ’711 Patent, and the ’175 Patent.

54. The Encompass 1, 4, 5 and 6 Readers are other examples of TransCore’s infringing products.

55. Over the past decade, on information and belief, TransCore has offered iterations of RFID readers, for example, its “ruggedized” Encompass 1 Reader, its “dual-protocol” Encompass 4 Reader, and its “multiprotocol” Encompass 5 and Encompass 6 Readers.

56. TransCore describes the Encompass 1 Reader as providing “WiFi, Bluetooth, GPS, and 4G wireless connections for interfacing with a variety of networks and peripheral devices. The tablet also offers USB and RS232 ports for added convenience.”



Encompass® 1 Rugged

Tablet Reader


TransCore’s Encompass® 1 Rugged (E1R) combines TransCore’s mobile radio frequency identification (RFID) technology with a ruggedized tablet computer, creating a powerful tool for all of your data collection needs.

The E1R offers 915MHz and 870MHz RFID variants for global compatibility. Whether working in hot, dusty conditions or cold, damp weather, the E1R is designed to withstand some of the harshest working environments.

In hazardous locations, the optional Class 1, Division 2 rated unit offers the same durability in a non-incendive package.

The E1R provides WiFi, Bluetooth, GPS, and 4G wireless connections for interfacing with a variety of networks and peripheral devices. The tablet also offers USB and RS232 ports for added convenience.

The E1R is ideal for all mobile RFID solutions



Features

- ▶ Integrated multiprotocol RFID reader and tablet computer
- ▶ Non-Incendive model for use in hazardous locations
- ▶ Reads from and writes to multiple protocols and formats (additional write licensing required).
 - TransCore Super eGo® (SeGo)
 - eGo (ISO 18000-6B)
 - ATA/AAR/ISO 10374
 - Title 21 (T21)
 - Wiegand
- ▶ WiFi 802.11 b/g, Bluetooth®, GPS, and 4G wireless support

Exhibit 4.

57. TransCore describes the Encompass 4 Reader as a “dual-protocol reader supporting the low-cost high-performance SeGo radio frequency identification (RFID) technology” that can “read miniature RFID tags in a myriad of options.”

System Description

The Encompass 4 Reader System is a dual-protocol reader supporting the low-cost, high-performance SeGo radio frequency identification (RFID) technology. SeGo technology provides the capability to read miniature RFID tags in a myriad of options including rugged, durable, or thin flexible forms such as the eGo Plus Sticker Tag. The Encompass 4 Reader System also supports legacy transportation applications such as gated toll, parking, or security gate access and is designed to be compatible with existing TransCore SmartPass[®] parking access control applications certified for licensed use. The Encompass 4 Reader System also supports the TransCore eGo and TransCore ATA/ISO tag types, as well as the IAG tag protocol.

See Encompass 4 Reader System Guide, at 1-5 (available at: <https://transcore.com/wp-content/uploads/2017/01/Encompass-4-Reader-System-User-Guide.pdf>).

58. TransCore describes each of the Encompass 5 Reader and Encompass 6 Reader as a “multiprotocol reader” that is “fully integrated, self-contained 915 MHz wireless [RFID] reader that is compatible with multiple industry standard protocols.”



Encompass[®] 6
Multiprotocol Reader

TransCore's Encompass[®] 6 Multiprotocol Reader is a fully integrated, self-contained 915 MHz wireless radio frequency identification (RFID) reader that is compatible with multiple industry standard protocols. The Encompass 6 is designed for high performance applications including open road tolling, parking and security access, electronic vehicle registration (EVR), rail applications, and traffic management.

Exhibit 5; *see also* Exhibit 6 (Encompass 5 Reader).

59. TransCore’s Encompass 1 Reader, Encompass 4 Reader, Encompass 5 Reader, and Encompass 6 Reader, and other similarly functioning RFID readers, (the “Accused Readers”) are accused of infringing the ’654 Patent, the ’784 Patent, the ’762 Patent, and the ’636 Patent.

60. The Accused Tags and the Accused Readers are referred to collectively as the “Accused Products.”

61. TransCore offers and has offered the Accused Products for sale through its website.

62. TransCore selling the Accused Products, especially without paying appropriate royalties due under the Agreement, was and is at least objectively reckless as to the risk of infringing a valid patent, and this objective risk was either known or should have been known by TransCore.

63. Upon information and belief, TransCore has imported, offered for sale and sold, and continues to import, offer for sale, and sell the Accused Products in the United States.

THE ASSERTED PATENTS

64. Honeywell’s commitment to innovation includes the prosecution and filing of patent applications that resulted in numerous patents, including, but not limited to, Asserted Patents.³

³ Honeywell describes the Asserted Patents herein to give a general background of the inventions described and claimed therein. Such statements are not intended to be used, not should be used, for purposes of claim interpretation. Honeywell 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.

65. On July 10, 2001, United States Patent No. 6,259,408, entitled “RFID Transponders With Paste Antennas And Flip-Chip Attachment,” was duly and legally issued by the United States Patent and Trademark Office, and expired thereafter on November 19, 2019. A true and accurate copy of the ’408 Patent is attached hereto as Exhibit 7.

66. Prior to its expiration on November 19, 2019, Honeywell owned all substantial rights, interest, and title in and to the ’408 Patent, including the sole and exclusive right to prosecute this action and enforce the ’408 Patent against infringers, and to collect damages for all relevant times.

67. The ’408 Patent generally describes “[a] radio frequency transponder...which comprises a substrate layer, a radio frequency integrated circuit affixed to said substrate layer; and an antenna provided on said substrate layer in electrical connection with said radio frequency integrated circuit.” Exhibit 7, at Abstract. The antenna is further comprised of “a conductive paste material” having a resistivity “greater than the resistivity of a conventional etched copper antenna, but still sufficiently low to provide a radio frequency transponder having acceptable read range.” *Id.* Notably, “[t]he radio frequency integrated circuit is disposed in a flip-chip configuration facing downward toward [the] substrate layer, with electrical contacts aligned with the antenna.” *Id.*

68. The written description of the ’408 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

69. The '408 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

70. On September 11, 2001, United States Patent No. 6,286,762, entitled “Method And Apparatus To Perform A Predefined Search On Data Carriers, Such As RFID Tags,” was duly and legally issued by the United States Patent and Trademark Office, and expired thereafter on September 21, 2019. A true and accurate copy of the '762 Patent is attached hereto as Exhibit 8.

71. Prior to its expiration on September 21, 2019, Honeywell owned all substantial rights, interest, and title in and to the '762 Patent, including the sole and exclusive right to prosecute this action and enforce the '762 Patent against infringers, and to collect damages for all relevant times.

72. The '762 Patent generally describes a reader that “is capable of executing a number of different reading methods,” including one method that “performs an inclusive search identifying all RFID tags having a characteristic data string that appears on a list of characteristic data strings,” and another method that “performs an[] exclusive search, identifying any RFID tags having a characteristic data string that does not appear on the list.” Exhibit 8, at Abstract. Notably, “[i]n each method, the data carrier reader provides a consistent and intuitive output [for] the user to identify the successful and unsuccessful operations.” *Id.*

73. The written description of the '762 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

74. The '762 patent describes providing technical solutions to technical challenges in the prior art, including “the difficulty of identifying a particular memory device from a group of memory devices,” noting that in the prior art it was “particularly difficult to associate the information read from the RFID tag with a physical item or container.” Exhibit 8, at 2:10-20.

75. The '762 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

76. On November 20, 2001, United States Patent No. 6,318,636, entitled “Method And Apparatus To Read Different Types of Data Carriers, Such RFID Tags and Machine-Readable Symbols, And A User Interface For The Same,” was duly and legally issued by the United States Patent and Trademark Office, and expired thereafter on September 21, 2019. A true and accurate copy of the '636 Patent is attached hereto as Exhibit 9.

77. Prior to its expiration on September 21, 2019, Honeywell owned all substantial rights, interest, and title in and to the '636 Patent, including the sole and exclusive right to prosecute this action and enforce the '636 Patent against infringers, and to collect damages for all relevant times.

78. The '636 Patent generally describes “[a] data carrier reader [that] includes an RFID tag reading section and a machine-readable symbol reading section, which can contain some common components.” Exhibit 9, at Abstract. The reader can be “operable in an RFID tag reading mode and/or a symbol reading mode” and “provide[] a consistent and intuitive user interface within, and between, the operating modes.” *Id.* For example, “[t]he user interface can include visual, aural and tactile indicators” whereas “[t]he visual indicators can include a pattern displayed by indicators on the reader, or projected onto or near the data carrier.” *Id.*

79. The written description of the '636 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

80. The '636 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

81. On April 9, 2002, United States Patent No. 6,369,711, entitled "Profile Corrected Label With RFID Transponder And Method For Making Same," was duly and legally issued by the United States Patent and Trademark Office, and expired thereafter on June 9, 2020. A true and accurate copy of the '711 Patent is attached hereto as Exhibit 10.

82. Prior to its expiration on June 9, 2020, Honeywell owned all substantial rights, interest, and title in and to the '711 Patent, including the sole and exclusive right to prosecute this action and enforce the '711 Patent against infringers, and to collect damages for all relevant times.

83. The '711 Patent generally describes "a label containing an RFID transponder having a uniform printable surface," and a "face sheet having an increased rigidity and/or thickness which does not readily conform to the profile of an RFID transponder contained beneath the face sheet." Exhibit 10, at Abstract. As a result, the label has "a more readily printable surface," and "higher security as a result of the masking of the profile of the contained RFID responder." *Id.*

84. The written description of the '711 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and

how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

85. The '711 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

86. On March 18, 2003, United States Patent No. 6,535,175, entitled “Adjustable Length Antenna System for RF Transponders” was duly and legally issued by the United States Patent and Trademark Office, and expired thereafter on June 1, 2020. A true and accurate copy of the '175 Patent is attached hereto as Exhibit 11.

87. Prior to its expiration on June 1, 2020, Honeywell owned all substantial rights, interest, and title in and to the '175 Patent, including the sole and exclusive right to prosecute this action and enforce the '175 Patent against infringers, and to collect damages for all relevant times.

88. The '175 Patent generally describes “an RF tag having an antenna that can be selectively tuned to achieve optimal performance,” and comprising “an RF transponder integrated circuit and an antenna connected to the RF transponder integrated circuit.” Exhibit 11, at Abstract. Further, “the antenna includes components such as tuning stubs and loading bars that are physically alterable to selectively vary the performance characteristics of the antenna.” *Id.* These tuning stubs and loading bars may each also comprise “a variably selectable length having elements that may be removed by punching, cutting, etching, laser trimming or other processes.” *Id.* Additionally, “[t]he antenna may further comprise a leadframe or flexible substrate.” *Id.*

89. The written description of the '175 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

90. The '175 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

91. On May 4, 2010, United States Patent No. 7,710,798, entitled "State Storage with Defined Retention Time," was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the '798 Patent is attached hereto as Exhibit 12.

92. Honeywell owns all substantial rights, interest, and title in and to the '798 Patent, including the sole and exclusive right to prosecute this action and enforce the '798 Patent against infringers, and to collect damages for all relevant times.

93. The '798 Patent generally describes "[a] state storage device for use in an RFID tag," including "a capacitor coupled to a high impedance node," which can be "configured to indicate a high or low bit condition" and "dissipate the stored electrical charge at a user-controlled, predefined, or known rate." Exhibit 12, at Abstract. The device "can be configured to store the bit condition for no more than four seconds" and, in some embodiments, "the high impedance node can be formed from an electrically trimmed transistor." *Id.*

94. The written description of the '798 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably

distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

95. The '798 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

96. On March 27, 2012, United States Patent No. 8,141,784, entitled “Encoded Information Reading Terminal with User-Configurable Multi-Protocol Wireless Communication Interface,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the '784 Patent is attached hereto as Exhibit 13.

97. Honeywell owns all substantial rights, interest, and title in and to the '784 Patent, including the sole and exclusive right to prosecute this action and enforce the '784 Patent against infringers, and to collect damages for all relevant times.

98. The '784 Patent generally describes “[a]n encoded information reading (EIR) terminal [that] can comprise a microprocessor electrically coupled to a system bus, a memory communicatively coupled to the microprocessor, an encoded information reading (EIR) device, and a wireless communication interface.” Exhibit 13, at Abstract. Further, “[t]he EIR device can be ... an RFID reading device... and ... can be configured to perform outputting raw message data containing an encoded message and/or outputting decoded message data corresponding to an encoded message.” *Id.* “The microprocessor can be configured to execute a base-band encoder software program ... [that] can be configured to produce a first encoded bit stream by performing at least one of the following functions: source encoding of a first bit stream, encryption, channel encoding, multiplexing, modulation, frequency spreading, and media access control.” *Id.*

99. The written description of the '784 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and

how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

100. The '784 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

101. On December 30, 2014, United States Patent No. 8,919,654, entitled “Encoded Information Reading Terminal with User-Configurable Multi-Protocol Wireless Communication Interface,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the '654 Patent is attached hereto as Exhibit 14.

102. Honeywell owns all substantial rights, interest, and title in and to the '654 Patent, including the sole and exclusive right to prosecute this action and enforce the '654 Patent against infringers, and to collect damages for all relevant times.

103. The '654 Patent generally describes “a microprocessor and a wireless communication interface configured to perform at least one of receiving a first radio signal or transmitting a second radio signal [where the] microprocessor may be configured to execute at least one of a base-band encoder software program or a base-band decoder software program.” Exhibit 14, at Abstract.

104. The written description of the '654 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

105. The '654 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

106. On October 22, 2019, United States Patent No. 10,452,968, entitled “Method to Increase RFID Tag Sensitivity,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the '968 Patent is attached hereto as Exhibit 15.

107. Honeywell owns all substantial rights, interest, and title in and to the '968 Patent, including the sole and exclusive right to prosecute this action and enforce the '968 Patent against infringers, and to collect damages for all relevant times.

108. The '968 Patent generally describes “[a] radio-frequency identification (RFID) tag with improved sensitivity,” which includes “an antenna that receives a radio-frequency (RF) signal and wireless power from an RFID reader” and “a circuit that varies a reflection coefficient of the antenna to transmit a reflected signal to the reader.” Exhibit 15, at Abstract. This reflected signal has “periods of high reflectance when a relatively high amount of the RD signal is reflected, and low reflectance periods when a relatively low amount of the RF signal is reflected.” *Id.* Notably, “[t]he reflectance of the antenna is sufficiently low during the high reflectance periods to enable wireless power reception during the high reflectance periods.” *Id.*

109. The written description of the '968 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

110. The '968 Patent is directed to patent eligible subject matter under 35 U.S.C. § 101, and is entitled to a presumption of validity under 35 U.S.C. § 1 *et seq.*

TRANSCORE'S KNOWLEDGE OF INFRINGEMENT OF THE ASSERTED PATENTS

111. TransCore knows Honeywell's infringement allegations related to how TransCore's actions infringed the Asserted Patents since at least the filing and service of this Complaint.

112. TransCore had actual knowledge of the '408 Patent, the '711 Patent, the '175 Patent, the '762 Patent, and the '636 Patent at least as early as January 8, 2008 because those patents are listed as royalty-bearing patents in the Agreement.

113. On information and belief, TransCore has been aware, or should have been aware, that it infringes the '408 Patent, the '711 Patent, the '175 Patent, the '762 Patent, and the '636 Patent through its internal analysis of whether royalties were owed under the Agreement for sales of the Accused Products.

114. TransCore cited the '408 Patent in an information disclosure statement on December 7, 2005 during prosecution of Application Number 11/121,140, which became U.S. Patent No. 7,501,947, which is assigned to TransCore.

115. TransCore cited the '175 Patent in an information disclosure statement on December 7, 2005 during prosecution of Application Number 11/121,140, which became U.S. Patent No. 7,501,947, which is assigned to TransCore.

116. On information and belief, TransCore has not altered the functionality of the Accused Products to avoid infringement of the Asserted Patents.

117. After a reasonable opportunity for further investigation and discovery, additional evidence of TransCore's knowledge and willful infringement will likely be uncovered.

COUNT I
(INFRINGEMENT OF THE '654 PATENT)

118. Honeywell incorporates by reference and re-alleges each and every allegation of the foregoing paragraphs herein.

119. TransCore has made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Readers, including its Encompass Reader 1 branded product.

120. Claim 1 of the '654 patent states:

1. An apparatus comprising:
 - a microprocessor; and
 - a wireless communication interface configured to perform at least one of receiving a first radio signal or transmitting a second radio signal, said wireless communication interface electrically coupled to at least one of an analog-to-digital converter (ADC) or a digital-to-analog converter (DAC);
 - wherein said microprocessor is configured to execute at least one of a base-band encoder software program or a base-band decoder software program;
 - wherein said base-band encoder software program is configured to produce a first encoded bit stream by performing at least one of the following functions: source encoding of a first bit stream, encryption, channel encoding, multiplexing, modulation, frequency spreading, and media access control;
 - wherein said DAC is configured to output an analog signal corresponding to said first encoded bit stream;
 - wherein said ADC is configured to output a second encoded bit stream corresponding to an analog signal produced by said wireless communication interface; and
 - wherein said base-band decoder software program is configured to produce a second bit stream corresponding to said second encoded bit stream by performing at least one of the following functions: media access control, frequency de-spreading, de-modulation, de-multiplexing, channel decoding, decryption, or source decoding.

121. As set forth in the attached non-limiting claim chart (Exhibit 17), TransCore has directly infringed and is directly infringing, either literally or by the doctrine of equivalents, at

least Claim 1 of the '654 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Readers in the United States.

122. End users of the Accused Readers, such as TransCore's customers, have directly infringed at least Claim 1 of the '654 Patent by using the Accused Readers and putting the Accused Readers in operation in the United States. TransCore actively induces infringement of at least Claim 1 of the '654 Patent by selling the Accused Readers with instructions about how to use the Accused Readers in a way that would directly infringe the '654 Patent. TransCore had and has a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Readers with instructions. TransCore aids, instructs, or otherwise acts with the intent to cause an end user to use the Accused Readers in an infringing manner.

123. TransCore knew of the '654 Patent at least by the filing date of this Complaint. Thus, TransCore has been aware, and is presently aware, that use and sale of the Accused Readers infringe at least Claim 1 of the '654 Patent.

124. TransCore had constructive knowledge of the '654 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 2, 33, 56, 61, 65, and 89.

125. On information and belief, TransCore performs competitive analyses, or is otherwise aware of mobile computers available from competitors, including the Dolphin CT40, Dolphin CT50, Dolphin CT60, CT45 XP, CT60 XP, and CK 65, which are listed as practicing the '654 Patent. *See id.* On information and belief, to the extent TransCore did not learn of the '654 Patent before the filing date of this Complaint, TransCore was willfully blind to its infringement of the '654 Patent.

126. TransCore is also liable for contributory infringement of at least Claim 1 of the '654 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Readers, used to infringe Claim 1 of the '654 Patent. The Accused Readers have no substantial non-infringing uses. When an end user uses the Accused Readers, the end user directly infringes Claim 1 of the '654 Patent.

127. TransCore has been aware, and is presently aware, that the Accused Readers were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributes to the infringement of the '654 Patent by others.

128. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

129. TransCore's infringement of the '654 Patent has caused, and will continue to cause, Honeywell to suffer substantial and irreparable harm.

130. TransCore's infringement of the '654 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '654 Patent.

131. Honeywell has complied with 35 U.S.C. § 287 with respect to the '654 Patent as reflected by its virtual marking practice. Exhibit 16 at 2, 33, 56, 61, 65, and 89.

COUNT II
(INFRINGEMENT OF THE '784 PATENT)

132. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

133. TransCore has made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Readers, including its Encompass Reader 1 branded product.

134. Claim 1 of the '784 patent states:

1. An encoded information reading (EIR) terminal comprising:
 - a microprocessor electrically coupled to a system bus;
 - a memory communicatively coupled to said microprocessor;
 - an encoded information reading (EIR) device selected from the group consisting of a bar code reading device, an RFID reading device, and a card reading device, said EIR device configured to perform at least one of outputting raw message data containing an encoded message and outputting decoded message data corresponding to an encoded message; and
 - a wireless communication interface comprising a radio frequency front end configured to perform at least one of receiving a first radio signal and transmitting a second radio signal, said radio frequency front end electrically coupled to at least one of an analog-to-digital converter (ADC) electrically coupled to said system bus and a digital-to-analog converter (DAC) electrically coupled to said system bus;
 - wherein said microprocessor is configured to execute at least one of a base-band encoder software program and a base-band decoder software program;
 - wherein said base-band encoder software program is configured to produce a first encoded bit stream by performing at least one of the following functions: source encoding of a first bit stream, encryption, channel encoding, multiplexing, modulation, frequency spreading, and media access control;
 - wherein said DAC is configured to output to said radio frequency front end an analog signal corresponding to said first encoded bit stream;
 - wherein said ADC is configured to output a second encoded bit stream corresponding to an analog signal produced by said radio frequency front end; and
 - wherein said base-band decoder software program is configured to produce a second bit stream corresponding to said second encoded bit stream by performing at least one of the following functions: media access control, frequency de-spreading, de-modulation, de-multiplexing, channel decoding, decryption, and source decoding.

135. As set forth in the attached non-limiting claim chart (Exhibit 18), TransCore has directly infringed and is directly infringing, either literally or by the doctrine of equivalents, at

least Claim 1 of the '784 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Readers in the United States.

136. End users of the Accused Readers, such as TransCore's customers, have directly infringed at least Claim 1 of the '784 Patent by using the Accused Readers and putting the Accused Readers in operation in the United States. TransCore actively induces infringement of at least Claim 1 of the '784 Patent by selling the Accused Readers with instructions about how to use the Accused Readers in a way that would directly infringe the '784 Patent. TransCore had and has a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Readers with instructions. TransCore aids, instructs, or otherwise acts with the intent to cause an end user to use the Accused Readers in an infringing manner.

137. TransCore knew of the '784 Patent at least by the filing date of this Complaint. Thus, TransCore has been aware, and is presently aware, that use and sale of the Accused Readers infringe at least Claim 1 of the '784 Patent.

138. TransCore had constructive knowledge of the '784 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 2, 33, 56, 61, 65, and 89.

139. On information and belief, TransCore performs competitive analyses, or is otherwise aware of mobile computers available from competitors, including the Dolphin CT40, Dolphin CT50, Dolphin CT60, CT45 XP, CT60 XP, and CK 65, which are listed as practicing the '784 Patent. *See id.* On information and belief, to the extent TransCore did not learn of the '784 Patent before the filing date of this Complaint, TransCore was willfully blind to its infringement of the '784 Patent.

140. TransCore is also liable for contributory infringement of at least Claim 1 of the '784 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Readers, used to infringe Claim 1 of the '784 Patent. The Accused Readers have no substantial non-infringing uses. When an end user uses the Accused Readers, the end user directly infringes Claim 1 of the '784 Patent.

141. TransCore has been aware, and is presently aware, that the Accused Readers were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributes to the infringement of the '784 Patent by others.

142. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

143. TransCore's infringement of the '784 Patent has caused, and will continue to cause, Honeywell to suffer substantial and irreparable harm.

144. TransCore's infringement of the '784 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '784 Patent.

145. Honeywell has complied with 35 U.S.C. § 287 with respect to the '784 Patent as reflected by its virtual marking practice. Exhibit 16 at 2, 33, 56, 61, 65, and 89.

COUNT III
(INFRINGEMENT OF THE '798 PATENT)

146. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

147. TransCore has made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Tags, including its eGo Plus Micro Mini Sticker Tag branded product.

148. Claim 1 of the '798 patent states:

1. A state storage device for an RFID tag, comprising:
 - a capacitor for storing charge; and
 - a high impedance node coupled to the capacitor, between a voltage source and the capacitor,wherein the state storage device is configured to permit the charge stored in the capacitor to be sensed externally from the RFID tag by an RFID reader;
wherein the high impedance node dissipates the charge stored in the capacitor at a substantially constant rate, and
wherein the state storage device is manufactured or configured to maintain the charge stored in the capacitor for a predetermined time period.

149. As set forth in the attached non-limiting claim chart (Exhibit 19), TransCore has directly infringed and is directly infringing, either literally or by the doctrine of equivalents, at least Claim 1 of the '798 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Tags in the United States.

150. End users of the Accused Tags, such as TransCore's customers, have directly infringed at least Claim 1 of the '798 Patent by using the Accused Tags and putting the Accused Tags in operation in the United States. TransCore actively induces infringement of at least Claim 1 of the '798 Patent by selling the Accused Tags with instructions about how to use the Accused Tags in a way that would directly infringe the '798 Patent. TransCore had and has a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Tags with instructions. TransCore aids, instructs, or otherwise acts with the intent to cause an end user to use the Accused Tags in an infringing manner.

151. TransCore knew of the '798 Patent at least by the filing date of this Complaint. Thus, TransCore has been aware, and is presently aware, that use and sale of the Accused Tags infringe at least Claim 1 of the '798 Patent.

152. TransCore had constructive knowledge of the '798 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 89-90.

153. On information and belief, TransCore performs competitive analyses, or is otherwise aware of RFID tags available from competitors, including the IT70, which is listed as practicing the '798 Patent. *See id.* On information and belief, to the extent TransCore did not learn of the '798 Patent before the filing date of this Complaint, TransCore was willfully blind to its infringement of the '798 Patent.

154. TransCore is also liable for contributory infringement of at least Claim 1 of the '798 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Tags, used to infringe Claim 1 of the '798 Patent. The Accused Tags have no substantial non-infringing uses. When an end user uses the Accused Tags, the end user directly infringes Claim 1 of the '798 Patent.

155. TransCore has been aware, and is presently aware, that the Accused Tags were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributes to the infringement of the '798 Patent by others.

156. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

157. TransCore's infringement of the '798 Patent has caused, and will continue to cause, Honeywell to suffer substantial and irreparable harm.

158. TransCore's infringement of the '798 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '798 Patent.

159. Honeywell has complied with 35 U.S.C. § 287 with respect to the '798 Patent as reflected by its virtual marking practice. Exhibit 16 at 89-90.

COUNT IV
(INFRINGEMENT OF THE '968 PATENT)

160. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

161. TransCore has made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Tags, including its eGo Plus Micro Mini Sticker Tag branded product.

162. Claim 11 of the '968 Patent states:

11. A radio-frequency identification (RFID) tag comprising:
 - a main antenna that receives a radio-frequency (RF) signal from an RFID reader and wirelessly harvests power from the RF signal; and
 - a circuit that is configured to vary a reflection coefficient of the main antenna to transmit a reflected signal to the RFID reader, the reflected signal having a first reflectance period and a second reflectance period when an amount of reflectance by the main antenna of the RF signal is different than during the first reflectance period,wherein a reflectance of the main antenna is reduced below a predefined amount during the first reflectance period without shorting the main antenna to enable the main antenna to continuously harvest power while transmitting the reflected signal to the RFID reader, wherein the reflectance of the main antenna is reduced based on a change in a resonant frequency of the main antenna.

163. As set forth in the attached non-limiting claim chart (Exhibit 20), TransCore has infringed and is infringing at least Claim 11 of the '968 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Tags in the United States.

164. End users of the Accused Tags, such as TransCore's customers, have directly infringed at least Claim 11 of the '968 Patent by using the Accused Tags and putting the Accused Tags in operation in the United States. TransCore actively induces infringement of at least Claim 11 of the '968 Patent by selling the Accused Tags with instructions about how to use the Accused Tags in a way that would directly infringe the '968 Patent. TransCore had and has a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Tags with instructions. TransCore aids, instructs, or otherwise acts with the intent to cause an end user to use the Accused Tags in an infringing manner.

165. TransCore knew of the '968 Patent at least by the filing date of this Complaint. Thus, TransCore has been aware, and is presently aware, that use and sale of the Accused Tags infringe at least Claim 11 of the '968 Patent.

166. TransCore is also liable for contributory infringement of at least Claim 11 of the '968 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Tags, used to infringe Claim 11 of the '968 Patent. The Accused Tags have no substantial non-infringing uses. When an end user uses the Accused Tags, the end user directly infringes Claim 11 of the '968 Patent.

167. TransCore has been aware, and is presently aware, that the Accused Tags were especially made for use in an infringing manner at least as the filing of this lawsuit. For at least

the reasons set forth above, TransCore contributes to the infringement of the '968 Patent by others.

168. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

169. TransCore's infringement of the '968 Patent has caused, and will continue to cause, Honeywell to suffer substantial and irreparable harm.

170. TransCore's infringement of the '968 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '968 Patent.

171. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '968 Patent.

COUNT V
(INFRINGEMENT OF THE '408 PATENT)

172. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

173. TransCore made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Tags, including its eGo Plus Micro Mini Sticker Tag branded product, at least until November 19, 2019, the '408 Patent expired.

174. The '408 Patent is listed as a royalty-bearing patent in the Agreement. TransCore has not paid royalties for each sale of the Accused Tags. Thus, those uncompensated sales constitute unlicensed, and otherwise unauthorized, sales for which TransCore owes damages.

175. Claim 1 of the '408 Patent states:

1. A radio frequency transponder, comprising:
 - a substrate layer;
 - a radio frequency integrated circuit disposed in a flip-chip configuration affixed to said substrate layer facing downward toward said substrate layer; and
 - an antenna provided on said substrate layer in electrical connection with said radio frequency integrated circuit, said antenna being comprised of a conductive paste material.

176. As set forth in the attached non-limiting claim chart (Exhibit 21), TransCore infringed at least Claim 1 of the '408 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Tags in the United States at least until the '408 Patent's expiration on November 19, 2019, without paying the required royalty pursuant to the Agreement.

177. End users of the Accused Tags, such as TransCore's customers, have directly infringed at least Claim 1 of the '408 Patent by using the Accused Tags and putting the Accused Tags in operation in the United States. TransCore actively induced infringement of at least Claim 1 of the '408 Patent by selling the Accused Tags with instructions about how to use the Accused Tags in a way that would directly infringe the '408 Patent. TransCore had a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Tags with instructions. TransCore aided, instructed, or otherwise acted with the intent to cause an end user to use the Accused Tags in an infringing manner.

178. TransCore knew of the '408 Patent at least by January 8, 2008, the date of the Agreement, because the '408 Patent is listed in the Agreement. Thus, TransCore was aware that use and sale of the Accused Tags infringed at least Claim 1 of the '408 Patent.

179. On information and belief, to the extent TransCore did not learn of the '408 Patent on or around January 8, 2008, TransCore was willfully blind to its infringement of the '408 Patent.

180. TransCore had constructive knowledge of the '408 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 89.

181. TransCore is also liable for contributory infringement of at least Claim 1 of the '408 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Tags, used to infringe Claim 1 of the '408 Patent. The Accused Tags have no substantial non-infringing uses. When an end user uses the Accused Tags, the end user directly infringes Claim 1 of the '408 Patent.

182. TransCore has been aware that the Accused Tags were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributed to the infringement of the '408 Patent by others.

183. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

184. TransCore's infringement of the '408 Patent has caused Honeywell to suffer substantial and irreparable harm.

185. TransCore's infringement of the '408 Patent was willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '408 Patent prior to its expiration.

186. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '408 Patent. *See* Exhibit 16 at 89.

COUNT VI
(INFRINGEMENT OF THE '711 PATENT)

187. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

188. TransCore made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Tags, including its eGo Plus Micro Mini Sticker Tag branded product, at least until June 9, 2020, when the '711 Patent expired.

189. The '711 Patent is listed as a royalty-bearing patent in the Agreement. TransCore has not paid royalties for each sale of the Accused Tags. Thus, those uncompensated sales constitute unlicensed, and otherwise unauthorized, sales for which TransCore owes damages.

190. Claim 1 of the '711 Patent states:

1. A smart label, comprising:
 - a liner layer having a top surface and a bottom surface,
 - an RFID transponder disposed on the top surface of the liner layer, the RFID transponder having a top side and a bottom side, and presenting at least one peak region and one valley region with respect to the top surface of the liner layer, at least one of the peak regions reaching a point in space further from the top surface of the liner than a point in space reached by at least one of the valley regions,
 - an adhesive layer disposed over the liner layer top surface and over the RFID transponder top surface,
 - a first printable face sheet disposed over the adhesive layer and over the RFID transponder, the first printable face sheet having a top surface and a bottom surface, the top surface of the first printable face sheet being substantially undeformed by the RFID transponder located beneath it,
 - wherein the top surface of the first printable face sheet presents a substantially smooth surface for printing images upon it.

191. As set forth in the attached non-limiting claim chart (Exhibit 22), TransCore infringed at least Claim 1 of the '711 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Tags in the United States at least until the '711 Patent's expiration on June 9, 2020, without paying the required royalty pursuant to the Agreement.

192. End users of the Accused Tags, such as TransCore's customers, have directly infringed at least Claim 1 of the '711 Patent by using the Accused Tags and putting the Accused Tags in operation in the United States. TransCore actively induced infringement of at least Claim 1 of the '711 Patent by selling the Accused Tags with instructions about how to use the Accused Tags in a way that would directly infringe the '711 Patent. TransCore had a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Tags with instructions. TransCore aided, instructed, or otherwise acted with the intent to cause an end user to use the Accused Tags in an infringing manner.

193. TransCore knew of the '711 Patent at least by January 8, 2008, the date of the Agreement, because the '711 Patent is listed in the Agreement. Thus, TransCore was aware that use and sale of the Accused Tags infringed at least Claim 1 of the '711 Patent.

194. On information and belief, to the extent TransCore did not learn of the '711 Patent on or around January 8, 2008, TransCore was willfully blind to its infringement of the '711 Patent.

195. TransCore had constructive knowledge of the '711 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 89

196. TransCore is also liable for contributory infringement of at least Claim 1 of the '711 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Tags, used to infringe Claim 1 of the '711 Patent. The Accused Tags have no substantial non-infringing uses. When an end user uses the Accused Tags, the end user directly infringes Claim 1 of the '711 Patent.

197. TransCore has been aware that the Accused Tags were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributed to the infringement of the '711 Patent by others.

198. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

199. TransCore's infringement of the '711 Patent has caused Honeywell to suffer substantial and irreparable harm.

200. TransCore's infringement of the '711 Patent was willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '711 Patent prior to its expiration.

201. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '711 Patent. *See* Exhibit 16 at 89

COUNT VII
(INFRINGEMENT OF THE '175 PATENT)

202. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

203. TransCore made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Tags, including its eGo Plus Micro Mini Sticker Tag branded product, at least until June 1, 2020, when the '175 Patent expired.

204. The '175 Patent is listed as a royalty-bearing patent in the Agreement. TransCore has not paid royalties for each sale of the Accused Tags. Thus, those uncompensated sales constitute unlicensed, and otherwise unauthorized, sales for which TransCore owes damages.

205. Claim 1 of the '175 Patent states:

1. An RF transponder, comprising:
 - an RF transponder integrated circuit; and
 - an antenna connected to said RF transponder integrated circuit, said antenna having components that are physically alterable to change dimensions of said antenna to selectively vary performance characteristics of said antenna.

206. As set forth in the attached non-limiting claim chart (Exhibit 23), TransCore infringed at least Claim 1 of the '175 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Tags in the United States at least until the '175 Patent's expiration on June 1, 2020, without paying the required royalty pursuant to the Agreement.

207. End users of the Accused Tags, such as TransCore's customers, have directly infringed at least Claim 1 of the '175 Patent by using the Accused Tags and putting the Accused Tags in operation in the United States. TransCore actively induced infringement of at least Claim 1 of the '175 Patent by selling the Accused Tags with instructions about how to use the Accused Tags in a way that would directly infringe the '175 Patent. TransCore had a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Tags with instructions. TransCore aided, instructed, or otherwise acted with the intent to cause an end user to use the Accused Tags in an infringing manner.

208. TransCore knew of the '175 Patent at least by January 8, 2008, the date of the Agreement, because the '175 Patent is listed in the Agreement. Thus, TransCore was aware that use and sale of the Accused Tags infringed at least Claim 1 of the '175 Patent.

209. On information and belief, to the extent TransCore did not learn of the '175 Patent on or around January 8, 2008, TransCore was willfully blind to its infringement of the '175 Patent.

210. TransCore had constructive knowledge of the '175 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 89.

211. TransCore is also liable for contributory infringement of at least Claim 1 of the '175 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Tags, used to infringe Claim 1 of the '175 Patent. The Accused Tags have no substantial non-infringing uses. When an end user uses the Accused Tags, the end user directly infringes Claim 1 of the '175 Patent.

212. TransCore has been aware that the Accused Tags were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributed to the infringement of the '175 Patent by others.

213. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

214. TransCore's infringement of the '175 Patent has caused Honeywell to suffer substantial and irreparable harm.

215. TransCore's infringement of the '175 Patent was willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '175 Patent prior to its expiration.

216. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '175 Patent. *See* Exhibit 16 at 89

COUNT VIII
(INFRINGEMENT OF THE '762 PATENT)

217. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

218. TransCore made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Readers, including its Encompass 4 branded product, at least until September 21, 2019, when the '762 Patent expired.

219. The '762 Patent is listed as a royalty-bearing patent in the Agreement. TransCore has not paid royalties for each sale of the Accused Readers. Thus, those uncompensated sales constitute unlicensed, and otherwise unauthorized, sales for which TransCore owes damages.

220. Claim 1 of the '762 Patent states:

1. A method of automatically searching RFID tags, comprising:
 - storing a number of characteristic data strings in a buffer;
 - reading a respective characteristic data string from each of a number of RFID tags; and
 - identifying any of the RFID tags that have the respective characteristic data strings that correspond to the characteristic data strings stored in the buffer after reading the respective characteristic data strings from at least two of the number of RFID tags.

221. As set forth in the attached non-limiting claim chart (Exhibit 24), TransCore infringed at least Claim 1 of the '762 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Readers in the United States at least until the '762 Patent's expiration on September 21, 2019, without paying the required royalty pursuant to the Agreement.

222. End users of the Accused Readers, such as TransCore's customers, have directly infringed at least Claim 1 of the '762 Patent by using the Accused Readers and putting the Accused Readers in operation in the United States. TransCore actively induced infringement of at least Claim 1 of the '762 Patent by selling the Accused Readers with instructions about how to use the Accused Readers in a way that would directly infringe the '762 Patent. TransCore had a specific and actual intent to cause the acts which constitute the infringement by selling the

Accused Readers with instructions. TransCore aided, instructed, or otherwise acted with the intent to cause an end user to use the Accused Readers in an infringing manner.

223. TransCore knew of the '762 Patent at least by January 8, 2008, the date of the Agreement, because the '762 Patent is listed in the Agreement. Thus, TransCore was aware that use and sale of the Accused Readers infringed at least Claim 1 of the '762 Patent.

224. TransCore had constructive knowledge of the '762 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 24, 86, 88-90, and 124-125.

225. On information and belief, TransCore performs competitive analyses, or is otherwise aware of RFID readers available from competitors, including the IF61, IP30, IP4, IP4B, IF1, IF2, and IF30, which are listed as practicing the '762 Patent. *See id.*

226. On information and belief, to the extent TransCore did not learn of the '762 Patent on or around January 8, 2008, TransCore was willfully blind to its infringement of the '762 Patent.

227. TransCore is also liable for contributory infringement of at least Claim 1 of the '762 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Readers, used to infringe Claim 1 of the '762 Patent. The Accused Readers have no substantial non-infringing uses. When an end user uses the Accused Readers, the end user directly infringes Claim 1 of the '762 Patent.

228. TransCore has been aware that the Accused Readers were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributed to the infringement of the '762 Patent by others.

229. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

230. TransCore's infringement of the '762 Patent has caused Honeywell to suffer substantial and irreparable harm.

231. TransCore's infringement of the '762 Patent was willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '762 Patent prior to its expiration.

232. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '762 Patent. *See* Exhibit 16 at 24, 86, 88-90, and 124-125.

COUNT IX
(INFRINGEMENT OF THE '636 PATENT)

233. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

234. TransCore made, had made, used, imported, supplied, distributed, sold, and/or offered for sale products and/or systems referred to herein as the Accused Readers, including its Encompass 6 branded product, at least until September 21, 2019, when the '636 Patent expired.

235. The '636 Patent is listed as a royalty-bearing patent in the Agreement. TransCore has not paid royalties for each sale of the Accused Readers. Thus, those uncompensated sales constitute unlicensed, and otherwise unauthorized, sales for which TransCore owes damages.

236. Claim 1 of the '636 Patent states:

1. A method of operating a data carrier reader, comprising:
selecting one of at least two human-recognizable temporal indication patterns based on a current operation of the data carrier reader, where the human-recognizable temporal indication patterns each correspond to a respective temporal user indication; and
projecting light substantially outward of the data carrier reader to form the selected human-recognizable temporal indication pattern.

237. As set forth in the attached non-limiting claim chart (Exhibit 25), TransCore infringed at least Claim 1 of the '636 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Readers in the United States at least until the '636 Patent's expiration on September 21, 2019, without paying the required royalty pursuant to the Agreement.

238. End users of the Accused Readers, such as TransCore's customers, have directly infringed at least Claim 1 of the '636 Patent by using the Accused Readers and putting the Accused Readers in operation in the United States. TransCore actively induced infringement of at least Claim 1 of the '636 Patent by selling the Accused Readers with instructions about how to use the Accused Readers in a way that would directly infringe the '636 Patent. TransCore had a specific and actual intent to cause the acts which constitute the infringement by selling the Accused Readers with instructions. TransCore aided, instructed, or otherwise acted with the intent to cause an end user to use the Accused Readers in an infringing manner.

239. TransCore knew of the '636 Patent at least by January 8, 2008, the date of the Agreement, because the '636 Patent is listed in the Agreement. Thus, TransCore was aware that use and sale of the Accused Readers infringed at least Claim 1 of the '636 Patent.

240. On information and belief, to the extent TransCore did not learn of the '636 Patent on or around January 8, 2008, TransCore was willfully blind to its infringement of the '636 Patent.

241. TransCore had constructive knowledge of the '636 Patent before the filing date of this Complaint by way of Honeywell's patent marking website. *See* Exhibit 16 at 89.

242. TransCore is also liable for contributory infringement of at least Claim 1 of the '636 Patent by providing, and by having knowingly provided, a material part of the

instrumentalities, namely the Accused Readers, used to infringe Claim 1 of the '636 Patent. The Accused Readers have no substantial non-infringing uses. When an end user uses the Accused Readers, the end user directly infringes Claim 1 of the '636 Patent.

243. TransCore has been aware that the Accused Readers were especially made for use in an infringing manner prior to the filing of this lawsuit. For at least the reasons set forth above, TransCore contributed to the infringement of the '636 Patent by others.

244. Honeywell has been damaged as a result of the infringing conduct by TransCore alleged above. Thus, TransCore is liable to Honeywell in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

245. TransCore's infringement of the '636 Patent has caused Honeywell to suffer substantial and irreparable harm.

246. TransCore's infringement of the '636 Patent was willful, intentional, deliberate, and/or in conscious disregard of Honeywell's rights under the '636 Patent prior to its expiration.

247. On information and belief, Honeywell has complied with 35 U.S.C. § 287 in regard to the '636 Patent. *See* Exhibit 16 at 89.

COUNT X
(BREACH OF THE AGREEMENT)

248. Honeywell incorporates by reference and re-alleges each and every allegation of the foregoing paragraphs.

249. To the extent TransCore attempts to defend itself against one or more of the patent infringement allegations above by arguing that the claimed infringement was licensed or otherwise authorized, Intermec (Intermec Technologies Corporation and Intermec IP Corp., the parties to the Agreement) alternatively pleads that TransCore is in breach of the Agreement.

250. During all relevant times, the Agreement between Intermec and TransCore was a valid and fully binding written contract.

251. Intermec has fully performed its obligations under the Agreement.

252. During all relevant times, TransCore was obligated to pay certain royalties to Intermec for products practicing the royalty-bearing patents covered by the Agreement.

253. Upon information and belief, in or around July 2019, TransCore formed the belief that its products no longer practiced any of Intermec's patents and, on this belief, ceased paying royalties pursuant to the Agreement.

254. Notwithstanding TransCore's belief, TransCore was still practicing royalty-bearing patents covered by the Agreement after July 2019—specifically the '408 Patent, the '711 Patent, the '175 Patent, the '762 Patent, and the '636 Patent, at least until the respective patents' expiration within that period of time.

255. For example, at least TransCore's Encompass 4 Reader practiced the '762 Patent via at least its "anti-passback" functionality until at least the expiration of the '762 Patent.

256. By way of further example, TransCore's eGo Plus Micro Mini Sticker Tag product practiced the '408 Patent until at least the expiration of the '408 Patent by including (a) a flip-chip configuration and (b) an antenna comprised of a conductive paste material.

257. Despite the Accused Tags practicing the '408 Patent, the '711 Patent, and the '175 Patent, and the Accused Readers practicing the '762 Patent and the '636 Patent, TransCore did not pay all the royalties it owed to Intermec.

258. Therefore, TransCore breached the Agreement at least with regard to the '408 Patent, the '711 Patent, the '175 Patent, the '762 Patent, and the '636 Patent, and the Accused Products.

259. TransCore's material breaches have caused Intermec economic harm in an amount to be determined at trial.

260. Pursuant to Section 10.7 of the Agreement, Intermec is entitled to recover its costs, expert witness fees, and reasonable attorneys' fees.

COUNT XI
(COMMON LAW FRAUD)

261. Honeywell incorporates by reference and re-alleges paragraphs 1-117 herein.

262. The Agreement required TransCore to pay a specific percentage or royalties to Intermec (Intermec Technologies Corporation and Intermec IP Corp., the parties to the Agreement) for those royalty-bearing patents practiced by certain TransCore products.

263. Immediately after entering the fully binding, valid, and written Agreement, TransCore intentionally used an improper methodology for calculating royalties under the Agreement by calculating royalties based on an adjusted price for those products practicing royalty-bearing patents, rather than the required gross invoice price.

264. Before the Agreement was executed, TransCore remained silent in the face of a duty to speak by unilaterally authorizing itself to pay less than the full amount of royalties owed on at least certain readers without disclosing to, or even discussing with, Intermec.

265. On information and belief, TransCore omitted this information from Intermec with knowledge or belief that its interpretation of the relevant Agreement terms was incorrect.

266. To the extent TransCore did not explicitly know its interpretation was incorrect, TransCore at least acted with reckless indifference by disregarding whether its interpretation of the Agreement was correct or otherwise consistent with the mutual understanding of both parties.

267. On information and belief, TransCore omitted telling Intermec that it was paying less than the full amount on its RFID products with the intent to cause Intermec to accept reduced

royalties as complete payment for TransCore's use of the royalty-bearing patents in its RFID products.

268. Intermec relied on TransCore's omission since at least January 8, 2008 and continued to accept reduced royalties.

269. It was not until after the State Court Lawsuit was commenced that Intermec discovered, the full extent to which, TransCore's fraudulent acts and omission were part of a fraudulent scheme put in place years ago.

270. Intermec discovered that TransCore's royalty reports deceptively reflected royalty calculations based on the gross invoice price, when in practice, TransCore was instead calculating royalties based on an undisclosed adjusted price (which was lower than the gross invoice price).

271. Had TransCore disclosed its incorrect interpretation before the Agreement was executed, Intermec would not have executed the Agreement. Given Intermec's prominence in the RFID market, it would not have allowed a licensee to pay diminished royalties on RFID products.

272. Intermec suffered damages in an unknown amount as a result of its reliance on TransCore's fraudulent acts and omissions.

273. Pursuant to Delaware common law, TransCore committed common law fraud against Intermec and should be held liable.

DAMAGES

274. As a result of TransCore's acts of infringement, Honeywell has suffered actual and consequential damages. However, Honeywell does not yet know the full extent of the

infringement, and its extent cannot be ascertained except through discovery and special accounting.

275. To the fullest extent permitted by law, Honeywell seeks recovery of damages at least for reasonable royalties, unjust enrichment, lost profits, and benefits received by TransCore as a result of using Honeywell's patented technology.

276. Alternatively, Intermec has suffered damages as a result of TransCore's breach of the Agreement in an unknown amount, to be determined through discovery and special accounting.

277. To the fullest extent permitted by law, Intermec seeks to recover damages equal to the actual loss suffered by Intermec resulting from TransCore's breach, plus Intermec's costs, expert witness fees, and reasonable attorneys' fees, pursuant to Section 10.7 of the Agreement.

278. Intermec has further suffered damages as a result of TransCore's fraudulent acts in an unknown amount, to be determined through discovery and special accounting.

279. To the fullest extent permitted by law, Intermec seeks to recover damages equal to the pecuniary loss Intermec suffered as a result of its reasonable reliance on TransCore's fraudulent omissions and acts, as well as punitive damages sufficient to reflect TransCore's acts of gross, oppressive, and aggravated fraud, and Intermec's costs, expert witness fees, and reasonable attorneys' fees pursuant to Section 10.7 of the Agreement.

280. Honeywell further seeks all other damages to which Honeywell is entitled under law or in equity.

JURY TRIAL DEMANDED

Honeywell hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

WHEREFORE, Honeywell respectfully requests that:

A. The Court find that TransCore has directly infringed the Asserted Patents and hold TransCore liable for such infringement;

B. The Court find that TransCore has indirectly infringed the Asserted Patents by inducing its customers to directly infringe the Asserted Patents and hold TransCore liable for such infringement;

C. The Court find that TransCore has indirectly infringed the Asserted Patents by contributing to TransCore's customers' direct infringement of the Asserted Patents and hold TransCore liable for such infringement;

D. The Court preliminarily and permanently enjoin TransCore from further infringement of the '654 Patent, the '784 Patent, the '798 Patent, and the '968 Patent;

E. The Court award damages pursuant to 35 U.S.C. § 284 adequate to compensate Honeywell for TransCore's infringement of the Asserted Patents, including both pre- and post-judgment interest and costs as fixed by the Court;

F. The Court increase the damages to be awarded to Honeywell by three times the amount found by the jury or assessed by the Court;

G. The Court declare that this is an exceptional case entitling Honeywell to its reasonable attorneys' fees under 35 U.S.C. § 285;

H. The Court order an accounting of damages for TransCore's acts of infringement;

I. The Court find that TransCore breached the Agreement by failing to pay royalties to Intermec for products practicing the royalty-bearing patents;

J. The Court award damages equal to the actual loss suffered by Intermec resulting from TransCore's breach of the Agreement;

K. The Court award Intermec its costs, expert witness fees, and reasonable attorneys' fees arising from TransCore's breach of the Agreement, pursuant to Section 10.7 of the Agreement;

L. The Court find that TransCore defrauded Intermec by intentionally and deceptively using an improper methodology to calculate royalties and thereby paying Intermec less than the amount to which it was entitled under the Agreement;

M. The Court award damages equal to the pecuniary loss suffered by Intermec as a result of its reliance on TransCore's fraudulent omissions and acts;

N. The Court award pecuniary damages sufficient to reflect TransCore's gross, oppressive, and aggravated fraud;

O. The Court award Intermec its costs, expert witness fees, and reasonable attorneys' fees arising from Intermec's fraud claim, pursuant to Section 10.7 of the Agreement; and

P. The Court award such other relief as the Court may deem just and proper.

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