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17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA

19 SAN FRANCISCO DIVISION

20 DOLBY LABORATORIES, INC.,

21 Plaintiff,

22 vs.

23 INTERTRUST TECHNOLOGIES
24 CORPORATION,

25 Defendant and Counterclaim-plaintiff.

Case No. 3:19-cv-03371-EMC

**DEFENDANT INTERTRUST
TECHNOLOGIES CORPORATION'S
ANSWER, AFFIRMATIVE DEFENSES,
AND COUNTERCLAIMS IN RESPONSE
TO DOLBY LABORATORIES, INC.'S
SECOND AMENDED COMPLAINT**

DEMAND FOR JURY TRIAL

INTERTRUST'S ANSWER AND COUNTERCLAIMS TO SAC

1 Defendant Intertrust Technologies Corporation (“Intertrust”) files this Answer and Counterclaim
2 in response to Dolby Laboratories, Inc.’s (“Dolby”) Second Amended Complaint (“SAC”) as follows:

3 **NATURE OF THE ACTION**

4 1. Intertrust admits that Dolby’s SAC purports to state a claim for declaratory judgment
5 of non-infringement under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and the
6 Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. Intertrust denies that the SAC properly
7 states a claim or claims. Intertrust denies the remaining allegations of paragraph 1 of the SAC.

8 2. Intertrust admits that the patents listed in paragraph 2 of the SAC are owned by
9 Intertrust and were identified by Intertrust in correspondence with Dolby. Intertrust also admits that
10 Dolby purports to assert claims for declaratory judgment of non-infringement of the listed patent.
11 Intertrust denies the remaining allegations of paragraph 2 of the SAC.

12 **PARTIES**

13 3. On information and belief, Dolby is a California corporation with a place of business at
14 1275 Market Street, San Francisco, California 94103. Intertrust is without information sufficient to
15 form a belief of the truth or falsity of the remaining allegations of paragraph 3 of the SAC, and
16 therefore denies the same.

17 4. Admitted.

18 **JURISDICTION AND VENUE**

19 5. Intertrust admits that the SAC purports to state a claim under the patent laws of the
20 United States and under the Declaratory Judgment Act. Intertrust denies the remaining allegations of
21 paragraph 5 of the SAC.

22 6. Admitted.

23 7. Intertrust admits that it regularly conducts business in California and in this District.
24 Intertrust denies the remaining allegations of paragraph 7 of the SAC.

25 8. Admitted.

26 **INTRADISTRICT ASSIGNMENT**

27 9. Paragraph 9 states legal conclusions to which no response is required. To the extent
28 that a response is required, Intertrust admits that this action purports to raise issues related to

1 intellectual property. Intertrust is without information sufficient to form a belief of the truth or falsity
2 of the remaining allegations of paragraph 9, and therefore denies the same.

3 **FACTUAL ALLEGATIONS**

4 **THE PATENTS-IN-SUIT**

5 10. Intertrust admits that the document attached to the SAC as Exhibit 1 is a true and
6 correct copy of U.S. Patent 6,157,721 (the “’721 patent”). Intertrust further admits that paragraph 10
7 of the SAC complaint accurately reflects what is printed on the cover of the ’721 patent. Intertrust
8 denies the remaining allegations of paragraph 10 of the SAC.

9 11. Intertrust admits that the document attached to the SAC as Exhibit 2 is a true and
10 correct copy of U.S. Patent 6,640,304 (the “’304 patent”). Intertrust further admits that paragraph 11
11 of the SAC complaint accurately reflects what is printed on the cover of the ’304 patent. Intertrust
12 denies the remaining allegations of paragraph 11 of the SAC.

13 12. Intertrust admits that the document attached to the SAC as Exhibit 3 is a true and
14 correct copy of U.S. Patent 6,785,815 (the “’815 patent”). Intertrust further admits that paragraph 12
15 of the SAC complaint accurately reflects what is printed on the cover of the ’815 patent. Intertrust
16 denies the remaining allegations of paragraph 12 of the SAC.

17 13. Intertrust admits that the document attached to the SAC as Exhibit 4 is a true and
18 correct copy of U.S. Patent 7,340,602 (the “’602 patent”). Intertrust further admits that paragraph 13
19 of the SAC complaint accurately reflects what is printed on the cover of the ’602 patent. Intertrust
20 denies the remaining allegations of paragraph 13 of the SAC.

21 14. Intertrust admits that the document attached to the SAC as Exhibit 5 is a true and
22 correct copy of U.S. Patent 7,406,603 (the “’603 patent”). Intertrust further admits that paragraph 14
23 of the SAC complaint accurately reflects what is printed on the cover of the ’603 patent. Intertrust
24 denies the remaining allegations of paragraph 14 of the SAC.

25 15. Intertrust admits that the document attached to the SAC as Exhibit 6 is a true and
26 correct copy of U.S. Patent 7,694,342 (the “’342 patent”). Intertrust further admits that paragraph 15
27 of the SAC complaint accurately reflects what is printed on the cover of the ’342 patent. Intertrust
28 denies the remaining allegations of paragraph 15 of the SAC.

1 16. Intertrust admits that the document attached to the SAC as Exhibit 7 is a true and
2 correct copy of U.S. Patent 8,191,157 (the “’157 patent”). Intertrust further admits that paragraph 16
3 of the SAC complaint accurately reflects what is printed on the cover of the ’157 patent. Intertrust
4 denies the remaining allegations of paragraph 16 of the SAC.

5 17. Intertrust admits that the document attached to the SAC as Exhibit 8 is a true and
6 correct copy of U.S. Patent 8,191,158 (the “’158 patent”). Intertrust further admits that paragraph 17
7 of the SAC complaint accurately reflects what is printed on the cover of the ’158 patent. Intertrust
8 denies the remaining allegations of paragraph 17 of the SAC.

9 18. Intertrust admits that the document attached to the SAC as Exhibit 9 is a true and
10 correct copy of U.S. Patent 8,931,106 (the “’106 patent”). Intertrust further admits that paragraph 18
11 of the SAC complaint accurately reflects what is printed on the cover of the ’106 patent. Intertrust
12 denies the remaining allegations of paragraph 18 of the SAC.

13 19. Intertrust admits that the document attached to the SAC as Exhibit 10 is a true and
14 correct copy of U.S. Patent 9,569,627 (the “’627 patent”). Intertrust further admits that paragraph 19
15 of the SAC complaint accurately reflects what is printed on the cover of the ’627 patent. Intertrust
16 denies the remaining allegations of paragraph 19 of the SAC.

17 **DISPUTE BETWEEN DOLBY AND INTERTRUST**

18 **CONCERNING THE PATENTS-IN-SUIT**

19 20. Intertrust is without information sufficient to form a belief of the truth or falsity of the
20 allegations of paragraph 20 of the SAC, and therefore denies the same.

21 21. Intertrust admits that that the Digital Cinema Initiatives, LLC (DCI) develops and
22 promulgates standards that the cinema industry follows. Intertrust is without information sufficient to
23 form a belief of the truth or falsity of the remaining allegations of paragraph 21 of the SAC, and
24 therefore denies the same.

25 22. Intertrust admits that one of the specifications promulgated by DCI is the Digital
26 Cinema System Specification (“DCSS”).

27 23. Intertrust is without information sufficient to form a belief of the truth or falsity of the
28 allegations of paragraph 23 of the SAC, and therefore denies the same.

24. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 24 of the SAC, and therefore denies the same.

25. Intertrust admits that in April 2018, Intertrust, through its counsel at Quinn Emanuel Urquhart & Sullivan (“Quinn Emanuel”), sent letters to AMC Entertainment Holdings, Inc. (“AMC”), Cinemark Holdings, Inc. (“Cinemark”) and Regal Entertainment Group (“Regal”), each letter identifying the Patents-in-Suit and containing the language quoted in paragraph 25 of the SAC. Intertrust denies the remaining allegations of paragraph 25 of the SAC.

26. Intertrust admits that its letters to AMC, Cinemark and Regal reference DCSS and “Security Manager (SM).” Intertrust also admits that “According to the DCI specifications, the Security Manager is contained within the media block, or Image Media Block (IMB), component of the theater system.” Intertrust is without information sufficient to form a belief of the truth or falsity of the remaining allegations of paragraph 26 of the SAC, and therefore denies the same.

27. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 27 of the SAC, and therefore denies the same.

28. Intertrust admits that subsequent to April 2018, it communicated with Dolby concerning the Patents-in-Suit, that it participated in in-person meetings with Dolby representatives, and that it made a presentation to Dolby that included exemplary mappings of certain Intertrust claims onto the DCI specification and potential royalties that might be due Intertrust from Dolby. Intertrust denies the remaining allegations of paragraph 28 of the SAC.

29. Intertrust admits that it prepared a presentation mapping certain Intertrust claims onto the DCI specification and provided that presentation to Dolby in January 2019. Intertrust further admits that the e-mail from Intertrust to Dolby transmitting this presentation included the language quoted in paragraph 29 of the SAC. Intertrust denies the remaining allegations of paragraph 29 of the SAC.

30. Intertrust admits that the presentation it provided to Dolby mapped the following claims onto the DCI specification: claim 5 of the ’721 Patent; claim 24 of the ’304 Patent; claims 42 and 43 of the ’815 Patent; claim 25 of the ’602 Patent; claim 1 of the ’603 Patent; claim 1 of the ’342 Patent; claims 69-75, 80, 81, 84, 86, 90, 95, and 96 of the ’157 Patent; claim 4 of the ’158 Patent;

1 claim 17 of the '106 Patent; and claims 1 and 4-8 of the '627 Patent. Intertrust denies the remaining
2 allegations of paragraph 30 of the SAC.

3 31. Intertrust admits that Dolby rejected Intertrust's offer for a license to the Patents-in-
4 Suit and that Dolby contends that it does not infringe those patents. Intertrust denies the remaining
5 allegations of paragraph 31 of the SAC.

6 32. Intertrust is without information sufficient to form a belief of the truth or falsity of the
7 allegations of paragraph 32 of the SAC, and therefore denies the same.

8 33. Intertrust admits that, on the date alleged, it filed a complaint against Apple Inc.
9 asserting infringement of, among others, the '721, '157 and '158 patents. Intertrust further admits that
10 it was represented in that litigation by Quinn Emanuel. Intertrust denies the remaining allegations of
11 paragraph 33 of the SAC.

12 34. Paragraph 34 states legal conclusions to which no response is required. To the extent
13 that a response is required, Intertrust admits that in this action Dolby seeks a declaratory judgment that
14 it does not infringe the claims of the Patents-in-Suit. Intertrust denies the remaining allegations of
15 paragraph 9 of the SAC.

16 **FIRST CLAIM FOR RELIEF**

17 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '721 PATENT**

18 35. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-
19 infringement of the '721 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through
20 34 above as if those responses have been fully set forth herein.

21 36. Denied.

22 37. Denied.

23 38. Intertrust is without information sufficient to form a belief of the truth or falsity of the
24 allegations of paragraph 38 of the SAC, and therefore denies the same.

25 39. Denied.

26 **SECOND CLAIM FOR RELIEF**

27 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '304 PATENT**

1 40. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-
2 infringement of the '304 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through
3 39 above as if those responses have been fully set forth herein.

4 41. Denied.

5 42. Denied.

6 43. Intertrust is without information sufficient to form a belief of the truth or falsity of the
7 allegations of paragraph 43 of the SAC, and therefore denies the same.

8 44. Denied.

9 **THIRD CLAIM FOR RELIEF**

10 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '815 PATENT**

11 45. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-
12 infringement of the '815 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through
13 44 above as if those responses have been fully set forth herein.

14 46. Denied.

15 47. Denied.

16 48. Intertrust is without information sufficient to form a belief of the truth or falsity of the
17 allegations of paragraph 48 of the SAC, and therefore denies the same.

18 49. Denied.

19 **FOURTH CLAIM FOR RELIEF**

20 **DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '602 PATENT**

21 50. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-
22 infringement of the '602 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through
23 49 above as if those responses have been fully set forth herein.

24 51. Denied.

25 52. Denied.

26 53. Intertrust is without information sufficient to form a belief of the truth or falsity of the
27 allegations of paragraph 53 of the SAC, and therefore denies the same.

28 54. Denied.

FIFTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '603 PATENT

55. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-infringement of the '603 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through 54 above as if those responses have been fully set forth herein.

56. Denied.

57. Denied.

58. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 58 of the SAC, and therefore denies the same.

59. Denied.

SIXTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '342 PATENT

60. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-infringement of the '342 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through 59 above as if those responses have been fully set forth herein.

61. Denied.

62. Denied.

63. Denied.

64. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 64 of the SAC, and therefore denies the same.

65. Denied.

SEVENTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '157 PATENT

66. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-infringement of the '157 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through 65 above as if those responses have been fully set forth herein.

67. Denied.

68. Denied.

69. Denied.

70. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 70 of the SAC, and therefore denies the same.

71. Denied.

EIGHTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '158 PATENT

72. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-infringement of the '158 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through 71 above as if those responses have been fully set forth herein.

73. Denied.

74. Denied.

75. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 75 of the SAC, and therefore denies the same.

76. Denied.

NINTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '106 PATENT

77. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-infringement of the '106 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through 76 above as if those responses have been fully set forth herein.

78. Denied.

79. Denied.

80. Denied.

81. Intertrust is without information sufficient to form a belief of the truth or falsity of the allegations of paragraph 81 of the SAC, and therefore denies the same.

82. Denied.

TENTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '627 PATENT

1 83. Intertrust admits that Dolby purports to make a claim for declaratory judgment of non-
2 infringement of the '627 Patent. Intertrust repeats and re-alleges its responses to Paragraphs 1 through
3 82 above as if those responses have been fully set forth herein.

4 84. Denied.

5 85. Denied.

6 86. Intertrust is without information sufficient to form a belief of the truth or falsity of the
7 allegations of paragraph 86 of the SAC, and therefore denies the same.

8 87. Denied.

9 **PRAYER FOR RELIEF**

10 This section contains no factual allegations and therefore requires no response. To the extent
11 that further pleading is required, Intertrust denies that Dolby is entitled to any relief from Intertrust or
12 the Court, either as prayed for in the Complaint or otherwise. Intertrust asks the Court to deny any
13 and all relief requested by Dolby against Intertrust in its Prayer for Relief.

14 ///

15 ///

AFFIRMATIVE DEFENSES

By alleging the Affirmative Defenses set forth below, Intertrust does not agree or concede that it bears the burden of proof or the burden of persuasion on any of these issues, whether in whole or in part. For its Affirmative Defenses, Intertrust alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. Dolby's Complaint fails to state any claim on which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

2. There is no subject matter jurisdiction because Dolby's Complaint fails to plead an "actual controversy" between the parties under the Declaratory Judgment Act, 28 U.S.C. 2201 *et seq.*

ADDITIONAL AFFIRMATIVE DEFENSE

3. Intertrust reserves the right to assert additional defenses based on information learned or obtained during discovery.

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1 **COUNTERCLAIM FOR PATENT INFRINGEMENT**

2 Defendant and Counterclaim-plaintiff Intertrust Technologies Corporation (“Intertrust”), by and
3 through its undersigned counsel, brings this counterclaim for patent infringement against Dolby
4 Laboratories, Inc. (“Dolby”) and alleges as follows:

5 **NATURE OF THE ACTION**

6 1. This is a civil action for infringement under the patent laws of the United States, 35
7 U.S.C. § 1 *et seq.*

8 2. Dolby has infringed Intertrust’s U.S. Patent No. 6,157,721 (the “’721 patent”), U.S.
9 Patent No. 6,640,304 (the “’304 patent”), U.S. Patent No. 6,785,815 (the “’815 patent”), U.S. Patent
10 No. 7,340,602 (the “’602 patent”), U.S. Patent No. 7,406,603 (the “’603 patent”), U.S. Patent No.
11 7,694,342 (the “’342 patent”), U.S. Patent No. 8,191,157 (the “’157 patent”), U.S. Patent No.
12 8,191,158 (the “’158 patent”), U.S. Patent No. 8,931,106 (the “’106 patent”), and U.S. Patent No.
13 9,569,627 (the “’627 patent”) (collectively, “the Asserted Patents”) and continues to infringe at least
14 the ’815 patent, the ’602 patent, the ’603 patent, the ’342 patent, the ’106 patent, and the ’627 patent.
15 Intertrust is the legal owner by assignment of the Asserted Patents, which were duly and legally issued
16 by the United States Patent and Trademark Office. Intertrust seeks injunctive relief and monetary
17 damages.

18 **THE PARTIES**

19 3. Intertrust is a corporation organized under the laws of the State of Delaware, with
20 its principal place of business located at 920 Stewart Drive, Sunnyvale, California 94085.

21 4. Upon information and belief and as alleged in paragraph 3 of the SAC, Dolby is a
22 California corporation having its principal place of business at 1275 Market Street, San Francisco,
23 California 94103.

24 **JURISDICTION AND VENUE**

25 5. This Court has subject matter jurisdiction over the subject matter of this action
26 pursuant to the 28 U.S.C. §§ 1331 and 1338(a).

27 6. This Court has personal jurisdiction over Dolby in this action at least because
28 Dolby submitted to the jurisdiction of this Court when it filed its SAC and because Dolby has

1 committed acts of patent infringement and has regularly and systematically conducted and
2 solicited business in this District by and through at least its headquarters in this District.

3 7. Venue is proper in this District under 28 U.S.C. § 1400(b) at least because Dolby
4 has committed acts of infringement in this District and has regular and established places of
5 business in this District, specifically its headquarters at 1275 Market Street, San Francisco,
6 California 94103.

7 **FACTUAL BACKGROUND**

8 **A. Intertrust's History and Innovations**

9 8. Intertrust was founded in 1990. Intertrust pioneered digital rights management and
10 developed the architecture to create the trusted computing environment needed for commercially
11 viable digital rights management (DRM). Intertrust's pioneering patented technology enabled
12 distribution of software, music, books, and video over the Internet, and provided for secure
13 processing in a distributed environment.

14 9. In addition to enabling distribution of protected digital content and software over
15 the Internet, Intertrust's innovations have contributed to a global standard for DRM and
16 interoperability, Marlin DRM. Intertrust has also developed a corresponding suite of software
17 development kits ("SDKs") and services for trusted media asset distribution, including Marlin
18 Client and Server SDKs, Seacert Trust Services, and the Sockeye Cryptography SDK. Content
19 publishers, service providers, device makers, application developers, and system-on-a-chip
20 vendors use Intertrust's Marlin and Sockeye SDKs and Seacert Services to build personalized
21 content distribution products and services for mobile devices, broadband, and Internet TV.

22 10. More recently, Intertrust invented methods and systems for protecting high-value
23 content, such as original-release commercial motion pictures, when these content assets are
24 distributed to exhibitors, such as commercial movie theaters. This Intertrust technology extends
25 the basic concepts of digital rights management and secure distributed computing to enable the
26 levels of security required by commercial distribution of digital content in which the major studios
27 have typically invested tens of millions of dollars. The incentives to breach the security of these
28 high-value content assets, the increasing sophistication of hackers, and the potential cost-savings

1 to the cinema industry from digital distribution made Intertrust's new technology important and
2 valuable.

3 11. Today, Intertrust's culture of innovation continues. Intertrust focuses on the
4 research and development of new technologies in the areas of electronic trust management,
5 privacy protection, database management and governance, and secure media distribution.

6 **B. Intertrust's Asserted Patents**

7 12. Intertrust's asserted patents provide detailed teaching of a security architecture that
8 has been used since 2009 by the cinema industry to securely distribute original-release and other
9 high-value content in digital form.

10 **C. Dolby's Infringing Technology**

11 13. This Intertrust technology was adopted by the cinema industry through
12 specifications developed and promulgated by an organization named Digital Cinema Initiatives
13 (DCI).

14 14. The original DCI specification was released in 2005. Widespread distribution of
15 feature films in digital format followed a few years later, and almost all feature films are now
16 distributed digitally, using the DCI specification.

17 15. Dolby infringes the Asserted Patents by its design, manufacture, use, testing, and
18 sale of DCI-compliant components, including, for example, Image Media Blocks ("IMB") and
19 Screen/Theater Management Systems ("SMS" and "TMS"), for use in DCI-compliant Digital
20 Cinema systems.

21 16. For instance, IMBs are components of the DCI-compliant Digital Cinema systems
22 that are used in movie theaters to, among other things, govern the use of (*e.g.*, provide content
23 protection and digital rights management) feature films and other content provided by the movie
24 studios or other content owners for showings at the movie theaters.

25 17. SMSs and TMSs are also components of the DCI-compliant Digital Cinema
26 systems that are used in movie theaters to, among other things, receive instructions from a theater
27 operator to control playback of such feature films and other content.

1 18. The DCI-compliant Digital Cinema system comprising the IMB receives contents
2 of a Digital Cinema Package (DCP) and a Key Delivery Message (KDM).

3 19. The DCP typically comprises encrypted digital content, including encrypted Track
4 Files, and a Composition Play List (CPL). The digital content is the movie itself – the video,
5 audio, or textual Track Files that make up the movie that is seen in the movie theater. The CPL is
6 the recipe for the movie in its contracted format – the CPL can combine a large number of
7 different audio, video, and textual Tracks for a particular screening in a particular market,
8 including different combinations of audio in different languages, video with scene variations, and
9 other variations.

10 20. The KDM is a digitally signed secure container. The KDM contains encrypted
11 content keys for a CPL, usage parameters for the content keys that comprise temporal, content,
12 and equipment rules for the use of the content keys, and a Trusted Device List (TDL).

13 21. The IMB in the DCI-compliant Digital Cinema system typically comprises at least
14 a Security Manager, a Media Decryptor, and a Forensic Marker.

15 22. If the DCI-compliant Digital Cinema system comprises a linked projector rather
16 than a projector physically integrated to the IMB, the IMB also includes a Link Encryptor.

17 23. The IMB is a Secure Processing Block that includes a private key for identification
18 of the IMB. The IMB checks the signature of the KDM, opens the KDM upon successful
19 verification of the signature, and enforces certain governance conditions conveyed in the KDM
20 and DCP, and, if a request to play a movie is within the scope of the governance, uses the IMB
21 private key to decrypt the content keys.

22 24. If the governance conditions associated with each of the content keys are met, then
23 the decrypted content keys are sent by the Security Manager of the IMB to the Media Decryptor,
24 where the keys will be used to decrypt the content. The content will typically then be
25 watermarked in the Forensic Marker. If there is a link between the IMB and the Projector, the
26 Link Encryptor will then encrypt the content for decryption at the projector, where the content is
27 projected onto the screen in the movie theater.

28

25. Dolby uses the technology of the Asserted Patents by its design, manufacture, testing, use, and sale of DCI-compliant components, including, but not limited to, integrated media servers, IMBs, SMSs, and TMSs, for use in Digital Cinema systems. For example, the Asserted Patents provide the technology necessary for the integrated media servers, IMBs, SMSs, and TMSs to be DCI-compliant and thus enables movie studios or other content providers to trust that the movie theaters who use DCI-compliant Digital Cinema systems equipped with Dolby integrated media servers, IMBs, SMSs, and TMSs will only use the content for authorized showings and that the movie theaters will not breach the security of the digital copies that have been entrusted to them.

COUNT ONE

Infringement of Patent No. 6,157,721

26. Intertrust re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs of this Counterclaim as though fully set forth herein.

27. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to the '721 patent, titled "Systems and methods using cryptography to protect secure computing environments," duly and legally issued by the United States Patent and Trademark Office on December 5, 2000, including the right to bring this suit for damages. A true and correct copy of the '721 patent was attached as Exhibit 1 to Dolby's SAC.

28. Before its expiration, the '721 patent was valid and enforceable.

29. Dolby has directly infringed the '721 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment, and/or services that practice one or more claims of the '721 patent, including but not limited to DCI-compliant components, and performing services such as testing and certifying DCI-compliant components.

30. As a non-limiting example, Dolby has infringed claim 5 of the '721 patent. Claim 5 claims as follows:

A software verifying method comprising:

- (a) testing a load module having at least one specification associated therewith, the specification describing one or more functions performed by the load module;
- (b) verifying that the load module satisfies the specification; and
- (c) issuing at least one digital certificate attesting to the results of the verifying step.

31. On information and belief, Dolby infringes claim 5 of the '721 patent through its testing and certification of DCI-compliant components. The DCI-compliant component contains software comprising load modules designed to meet DCI specifications that specify functions of the load module. As part of the certification process, Dolby and/or an entity acting on its behalf verifies that the load module satisfies the specification, and verifies that compliance by issuing a digital certificate attesting to the compliance.

32. Dolby has had actual knowledge of both Intertrust's rights in the '721 patent and details of Dolby's infringement of the '721 patent because Intertrust brought the '721 patent to Dolby's attention before the filing date of this Counterclaim, at least by on or about October, 2018. On information and belief, others, including some Dolby customers and/or end users, brought the '721 patent to Dolby's attention prior to that.

33. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to practice, the claims of the '721 patent.

34. By reason of Dolby's infringing activities, Intertrust has suffered substantial damages in an amount to be proven at trial. But for Dolby's infringement of the '721 patent, Intertrust would have provided Dolby with the patented Intertrust technology that Dolby needed to conduct the alleged infringing activity and/or licensed the '721 patent to Dolby so that Dolby could conduct these activities. As a result of Dolby's infringement, Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from providing its patented technology to Dolby, but in no event less than a reasonable royalty.

COUNT TWO

Infringement of Patent No. 6,640,304

35. Intertrust re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs of this Counterclaim as though fully set forth herein.

1 36. Intertrust is the current exclusive owner and assignee of all right, title, and interest
 2 in and to the '304 patent, titled "Systems and methods for secure transaction management and
 3 electronic rights protection," duly and legally issued by the United States Patent and Trademark
 4 Office on October 28, 2003, including the right to bring this suit for injunctive relief and damages.
 5 A true and correct copy of the '304 patent was attached as Exhibit 2 to Dolby's SAC.

6 37. Before its expiration, the '304 patent was valid and enforceable.

7 38. Dolby has directly infringed the '304 patent by making, using, selling, offering for
 8 sale, and/or importing into the United States, without authority, products, methods performed by
 9 and/or attributable to equipment that practices one or more claims of the '304 patent, including but
 10 not limited to DCI-compliant components, including IMBs, used in DCI-compliant Digital
 11 Cinema systems").

12 39. As a non-limiting example, Dolby has infringed claim 24 of the '304 patent. Claim
 13 24 claims as follows:

14 A method for monitoring use of a digital file at a computing system, the method
 15 comprising:

16 receiving the digital file;

17 receiving a first entity's control information separately from the digital file;

18 using the first entity's control information to govern, at least in part, a use of the
 19 digital file at the computing system; and

20 reporting information relating to the use of the digital file to the first entity;

21 wherein at least one aspect of the computing system is designed to impede the

22 ability of a user of the computing system to tamper with at least one aspect

23 of the computing system's performance of one or more of said using and

24 reporting steps.

25 40. Dolby has infringed at least claim 24 of the '304 patent through its manufacture,
 26 testing, and sale of DCI-compliant components used in DCI-compliant Digital Cinema systems to
 27 show movies and other DCI-compliant content in movie theaters. In such systems, the contents of
 28 the DCP and the KDM are received separately. Log reports are generated and transmitted to rights

1 owners and others in the content distribution vertical channel. The systems also include tamper-
2 resistant mechanisms that impede the ability of a user to manipulate governance or reporting by
3 the system.

4 41. Dolby has had actual knowledge of both Intertrust's rights in the '304 patent and
5 details of Dolby's infringement of the '304 patent because Intertrust brought the '304 patent to
6 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
7 2018. On information and belief, others, including some Dolby customers and/or end users,
8 brought the '304 patent to Dolby's attention prior to that.

9 42. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
10 practice, the claims of the '304 patent.

11 43. By reason of Dolby's infringing activities, Intertrust has suffered substantial
12 damages in an amount to be proven at trial. But for Dolby's infringement of the '304 patent,
13 Intertrust would have provided Dolby with the patented Intertrust technology that Dolby needed to
14 implement the infringing components and/or licensed the '304 patent to Dolby so that Dolby could
15 implement these products. As a result of Dolby's infringement, Intertrust has been damaged in an
16 amount equal to the loss of profits that would otherwise have accrued to Intertrust from providing
17 its patented technology to Dolby, but in no event less than a reasonable royalty.

18 **COUNT THREE**

19 **Infringement of Patent No. 6,785,815**

20 44. Intertrust re-alleges and incorporates by reference each of the allegations in the
21 foregoing paragraphs of this Counterclaim as though fully set forth herein.

22 45. Intertrust is the current exclusive owner and assignee of all right, title, and interest
23 in and to the '815 patent, titled "Methods and systems for encoding and protecting data using
24 digital signature and watermarking techniques," duly and legally issued by the United States
25 Patent and Trademark Office on August 31, 2004, including the right to bring this suit for
26 injunctive relief and damages. A true and correct copy of the '815 patent was attached as
27 Exhibit 3 to Dolby's SAC.

28 46. The '815 patent is valid and enforceable.

1 47. Dolby has directly infringed and is currently directly infringing the '815 patent by
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,
3 products, methods performed by and/or attributable to equipment that practices one or more claims
4 of the '815 patent, including but not limited to DCI-compliant components, including IMBs,
5 SMSs, and TMSs, used in DCI-compliant Digital Cinema systems.

6 48. As a non-limiting example, Dolby has infringed and continues to infringe claim 42
7 of the '815 patent. Claim 42 claims as follows:

8 A method for managing at least one use of a file of electronic data, the method including:

9 receiving a request to use the file in a predefined manner;

10 retrieving at least one digital signature and at least one check value associated with

11 the file;

12 verifying the authenticity of the at least one check value using the digital signature;

13 verifying the authenticity of at least a portion of the file using the at least one check

14 value; and

15 granting the request to use the file in the predefined manner.

16 49. Dolby has infringed and continues to infringe at least claim 42 of the '815 patent
17 through its manufacture, testing, and sale of DCI-compliant components used in DCI-compliant
18 Digital Cinema systems to show movies and other DCI-compliant content in movie theaters. In
19 such systems, an SMS or TMS receives a request from the theater operator to start a feature film
20 or other content. The SMS or TMS then sends a request to the IMB to perform playback. The
21 IMB receives a digitally signed CPL that includes hashes of the Track Files and a digitally signed
22 KDM that includes information for validating HMACs associated with the Track File contents.
23 The IMB verifies the digital signature of the CPL and the KDM. The hashes and HMACs
24 associated with the Track File content are used to verify the authenticity of at least a portion of the
25 Track File.

26 50. Dolby has had actual knowledge of both Intertrust's rights in the '815 patent and
27 details of Dolby's infringement of the '815 patent because Intertrust brought the '815 patent to
28 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,

1 2018. On information and belief, others, including some Dolby customers and/or end users,
2 brought the '815 patent to Dolby's attention prior to that.

3 51. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
4 manufacture, use, import, offer for sale, or sell its DCI-compliant components with knowledge of
5 or willful blindness to the fact that its actions will induce Dolby's customers and/or end users to
6 infringe the '815 patent. Dolby has induced and continues to induce others to infringe the '815
7 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to practice the
8 '815 patent's inventions for protecting digital content and computer processing environments with
9 intent that those performing the acts infringe the '815 patent.

10 52. Dolby also contributes to the infringement of the '815 patent in violation of 35
11 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in infringing DCI-
12 compliant Digital Cinema systems and are especially made or especially adapted for use in the
13 infringement of the '815 patent. These Dolby products are not staple articles or commodities of
14 commerce suitable for substantial non-infringing use, and they are a material part of the invention
15 of the '815 patent. The Dolby products contain infringing components, for example, DCI-listed
16 components of the DCI-compliant Digital Cinema systems used by Dolby's customers and/or end
17 users. These components that Dolby provides are separable from such DCI-compliant Digital
18 Cinema systems, material to practicing the '815 patent's inventions for protecting computer
19 processing environments and digital content, and have no substantial non-infringing use.
20 Accordingly, Dolby is also contributing to the direct infringement of the '815 patent by its
21 customers and/or end users of these products.

22 53. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
23 practice, the claims of the '815 patent.

24 54. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue
25 to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of
26 the '815 patent, Intertrust would have provided Dolby with the patented Intertrust technology that
27 Dolby needed to implement the infringing DCI-compliant components and/or licensed the '815
28 patent to Dolby so that Dolby could implement these products. As a result of Dolby's

1 infringement, Intertrust has been damaged in an amount equal to the loss of profits that would
2 otherwise have accrued to Intertrust from providing its patented technology to Dolby, but in no
3 event less than a reasonable royalty.

4 55. Dolby's continuing acts of infringement are a basis of consumer demand for the
5 infringing DCI-compliant components. Dolby's continuing acts of infringement are therefore
6 irreparably harming and causing damage to Intertrust, for which Intertrust has no adequate remedy
7 at law, and will continue to suffer such irreparable injury unless Dolby's continuing acts of
8 infringement are enjoined by the Court. The hardships that an injunction would impose are less
9 than those faced by Intertrust should an injunction not issue. The public interest would be served
10 by issuance of an injunction.

11 56. Dolby's infringement of the '815 patent has been and continues to be willful and
12 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

13 **COUNT FOUR**

14 **Infringement of Patent No. 7,340,602**

15 57. Intertrust re-alleges and incorporates by reference each of the allegations in the
16 foregoing paragraphs of this Counterclaim as though fully set forth herein.

17 58. Intertrust is the current exclusive owner and assignee of all right, title, and interest
18 in and to the '602 patent, titled "Systems and methods for authenticating and protecting the
19 integrity of data streams and other data," duly and legally issued by the United States Patent and
20 Trademark Office on March 4, 2008, including the right to bring this suit for injunctive relief and
21 damages. A true and correct copy of the '602 patent was attached as Exhibit 4 to Dolby's SAC.

22 59. The '602 patent is valid and enforceable.

23 60. Dolby has directly infringed and is currently directly infringing the '602 patent by
24 making, using, selling, offering for sale, and/or importing into the United States, without authority,
25 products, methods performed by and/or attributable to equipment that practices one or more claims
26 of the '602 patent, including but not limited to DCI-compliant components, including IMBs, for
27 use in DCI-compliant Digital Cinema systems.

1 61. As a non-limiting example, Dolby has infringed and continues to infringe claim 25
2 of the '602 patent. Claim 25 claims as follows:

3 A method for encoding a block of data in a manner designed to facilitate fault-tolerant
4 authentication comprising:

5 generating a progression of check values, each check value in the progression being
6 derived from a portion of the block of data and from at least one other check
7 value in the progression;

8 generating an encoded block of data, comprising:

9 inserting error-check values into the block of data, each error-check value
10 being inserted in proximity to a portion of the block of data to which
11 it corresponds, and each error-check value being operable to
12 facilitate authentication of a portion of the block of data and of a
13 check value in the progression of check values;

14 transmitting the encoded block of data and the check values to a user's system,
15 whereby the user's system is able to receive and authenticate portions of the
16 encoded block of data before the entire encoded block of data is received,
17 wherein each error-check value comprises a hash of the portion of the block of data
18 to which it corresponds.

19 62. Dolby has infringed and continues to infringe at least claim 25 of the '602 patent
20 through its manufacture, testing, and sale of DCI-compliant components used in DCI-compliant
21 Digital Cinema systems to log and distribute log records associated with showings of movies and
22 other DCI-compliant content in movie theaters. The logs are generated for the use of participants
23 in the digital content distribution vertical channel. Each log record includes a check value, namely
24 the hash of the header of the prior log record. In generating a series of log records, the DCI-
25 compliant equipment generates a series of said check values. The record header comprises a hash
26 of the record body and a hash of the previous record header. Each log record also includes a hash
27 of the log record body, which is an error-check value. The record header comprises a hash of the
28 record body and a hash of the previous record header. The hash of the record header is derived

1 from a portion of the block of data, and also from the hash of the prior record header, the prior
2 record header being one other check value in the progression.

3 63. Dolby has had actual knowledge of both Intertrust's rights in the '602 patent and
4 details of Dolby's infringement of the '602 patent because Intertrust brought the '602 patent to
5 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
6 2018. On information and belief, others, including some Dolby customers and/or end users,
7 brought the '602 patent to Dolby's attention prior to that.

8 64. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
9 manufacture, use, import, offer for sale, or sell the infringing DCI-compliant components with
10 knowledge of or willful blindness to the fact that its actions will induce Dolby's customers and/or
11 end users to infringe the '602 patent. Dolby has induced and continues to induce others to infringe
12 the '602 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to
13 practice the '602 patent's inventions for protecting digital content and computer processing
14 environments with intent that those performing the acts infringe the '602 patent.

15 65. Dolby also contributes to the infringement of the '602 patent in violation of 35
16 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in infringing DCI-
17 compliant Digital Cinema systems and are especially made or especially adapted for use in the
18 infringement of the '602 patent. These Dolby products are not staple articles or commodities of
19 commerce suitable for substantial non-infringing use, and they are a material part of the invention
20 of the '602 patent. The Dolby products contain infringing components, for example, DCI-listed
21 components of the DCI-compliant Digital Cinema systems used by Dolby's customers and/or end
22 users. These components that Dolby provides are separable from such DCI-compliant Digital
23 Cinema systems, material to practicing the '602 patent's inventions for protecting computer
24 processing environments and digital content, and have no substantial non-infringing use.
25 Accordingly, Dolby is also contributing to the direct infringement of the '602 patent by its
26 customers and/or end users of these products.

27 66. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
28 practice, the claims of the '602 patent.

67. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of the '602 patent, Intertrust would have provided Dolby with the patented Intertrust technology that Dolby needed to implement the infringing DCI-compliant components and/or licensed the '602 patent to Dolby so that Dolby could implement these products. As a result of Dolby's infringement, Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from providing its patented technology to Dolby, but in no event less than a reasonable royalty.

68. Dolby's continuing acts of infringement are a basis of consumer demand for the DCI-compliant components. Dolby's continuing acts of infringement are therefore irreparably harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and will continue to suffer such irreparable injury unless Dolby's continuing acts of infringement are enjoined by the Court. The hardships that an injunction would impose are less than those faced by Intertrust should an injunction not issue. The public interest would be served by issuance of an injunction.

69. Dolby's infringement of the '602 patent has been and continues to be willful and deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

COUNT FIVE

Infringement of Patent No. 7,406,603

70. Intertrust re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs of this Counterclaim as though fully set forth herein.

71. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to the '603 patent, titled "Data protection systems and methods," duly and legally issued by the United States Patent and Trademark Office on July 29, 2008, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '603 patent was attached as Exhibit 5 to Dolby's SAC.

72. The '603 patent is valid and enforceable.

1 73. Dolby has directly infringed and is currently directly infringing the '603 patent by
2 making, using, selling, offering for sale, and/or importing into the United States, without authority,
3 products, methods performed by and/or attributable to equipment that practices one or more claims
4 of the '603 patent, including but not limited to DCI-compliant components, including IMBs,
5 SMSs, and TMSs, for use in DCI-compliant Digital Cinema systems.

6 74. As a non-limiting example, Dolby has infringed and continues to infringe claim 1
7 of the '603 patent. Claim 1 claims as follows:

8 A method for protecting electronic media content from unauthorized use by a user of a
9 computer system, the method including:

10 receiving a request from a user of the computer system to use a piece of electronic

11 media content;

12 identifying one or more software modules responsible for processing the piece of

13 electronic media content and enabling use of the piece of electronic media

14 content by the user;

15 processing at least a portion of said piece of electronic media content using at least

16 one of the one or more software modules;

17 evaluating whether the at least one of the one or more software modules process the

18 portion of the electronic media content in an authorized manner, the

19 evaluating including at least one action selected from the group consisting

20 of:

21 evaluating whether the at least one of the one or more software modules

22 make calls to certain system interfaces;

23 evaluating whether the at least one of the one or more software modules

24 direct data to certain channels;

25 analyzing dynamic timing characteristics of the at least one of the one or

26 more software modules for anomalous timing characteristics

27 indicative of invalid or malicious activity;

1 denying the request to use the piece of electronic media content if the evaluation
2 indicates that the at least one of the one or more software modules fail to
3 satisfy a set of predefined criteria.

4 75. Dolby has infringed and continues to infringe at least claim 1 of the '603 patent
5 through its manufacture, testing, and sale of a DCI-compliant components used in DCI-compliant
6 Digital Cinema systems to show movies and other DCI-compliant content in movie theaters. In
7 such systems, the SMS and/or TMS receives a request from the theater operator to initiate
8 playback of a feature film or other content. The Security Manager identifies all applicable security
9 entities and verifies that there is a corresponding digital certificate attesting to their validity and
10 function. The Security Manager will evaluate whether the processing of the digital content is
11 directed to channels permitted by the Trusted Device List and trust status. If the Security Manager
12 evaluation determines that one or more modules are configured to direct content to a channel that
13 cannot be trusted, the Security Manager will prevent or terminate playback of the content.

14 76. Dolby has had actual knowledge of both Intertrust's rights in the '603 patent and
15 details of Dolby's infringement of the '603 patent because Intertrust brought the '603 patent to
16 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
17 2018. On information and belief, others, including some Dolby customers and/or end users,
18 brought the '603 patent to Dolby's attention prior to that.

19 77. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
20 manufacture, use, import, offer for sale, or sell the infringing DCI-compliant components with
21 knowledge of or willful blindness to the fact that its actions will induce Dolby's customers and/or
22 end users to infringe the '603 patent. Dolby has induced and continues to induce others to infringe
23 the '603 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to
24 practice the '603 patent's inventions for protecting digital content and computer processing
25 environments with intent that those performing the acts infringe the '603 patent.

26 78. Dolby also contributes to the infringement of the '603 patent in violation of 35
27 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in the infringing DCI-
28 compliant Digital Cinema systems and are especially made or especially adapted for use in the

1 infringement of the '603 patent. These Dolby products are not staple articles or commodities of
2 commerce suitable for substantial non-infringing use, and they are a material part of the invention
3 of the '603 patent. The Dolby products contain infringing components, for example, DCI-listed
4 components of the DCI-compliant Digital Cinema systems used by Dolby's customers and/or end
5 users. These components that Dolby provides are separable from such DCI-compliant Digital
6 Cinema systems, material to practicing the '603 patent's inventions for protecting computer
7 processing environments and digital content, and have no substantial non-infringing use.
8 Accordingly, Dolby is also contributing to the direct infringement of the '603 patent by its
9 customers and/or end users of these products.

10 79. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
11 practice, the claims of the '603 patent.

12 80. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue
13 to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of
14 the '603 patent, Intertrust would have provided Dolby with the patented Intertrust technology that
15 Dolby needed to implement the infringing DCI-compliant components and/or licensed the '603
16 patent to Dolby so that Dolby could implement these products. As a result of Dolby's
17 infringement, Intertrust has been damaged in an amount equal to the loss of profits that would
18 otherwise have accrued to Intertrust from providing its patented technology to Dolby, but in no
19 event less than a reasonable royalty.

20 81. Dolby's continuing acts of infringement are a basis of consumer demand for the
21 DCI-compliant components. Dolby's continuing acts of infringement are therefore irreparably
22 harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and
23 will continue to suffer such irreparable injury unless Dolby's continuing acts of infringement are
24 enjoined by the Court. The hardships that an injunction would impose are less than those faced by
25 Intertrust should an injunction not issue. The public interest would be served by issuance of an
26 injunction.

27 82. Dolby's infringement of the '603 patent has been and continues to be willful and
28 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

COUNT SIX

Infringement of Patent No. 7,694,342

83. Intertrust re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs of this Counterclaim as though fully set forth herein.

84. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to the '342 patent, titled "Systems and methods for managing and protecting electronic content and applications," duly and legally issued by the United States Patent and Trademark Office on April 6, 2010, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '342 patent was attached as Exhibit 6 to Dolby's SAC.

85. The '342 patent is valid and enforceable.

86. Dolby has directly infringed and is currently directly infringing the '342 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment that practices one or more claims of the '342 patent, including but not limited to DCI-compliant components, including IMBs, SMSs, and TMSs, for use in DCI-compliant Digital Cinema systems.

87. As a non-limiting example, Dolby has infringed and continues to infringe claim 1 of the '342 patent. Claim 1 claims as follows:

A method for managing the use of electronic content at a user's computing device, the method including:

executing an application program on the user's computing device, the application program being capable of rendering electronic content, the application program having at least a first digital certificate associated therewith, the first digital certificate being generated by or on behalf of a first entity comprising an association of one or more content providers, the first digital certificate being associated with the application program if the application program meets certain predefined criteria set by the association, the predetermined criteria including that the application program will handle the electronic content with at least a predefined level of security;

1 requesting the application program to render a piece of electronic content, the piece
2 of electronic content having at least a second digital certificate associated
3 therewith, the second digital certificate being generated by or on behalf of a
4 second entity different from the first entity, and the piece of electronic
5 content further having associated therewith at least one electronic rule, the
6 at least one electronic rule including data specifying one or more conditions
7 associated with rendering the piece of electronic content, the one or more
8 conditions including a condition that the piece of electronic content may be
9 rendered by an application program having the first digital certificate
10 associated therewith;
11 verifying, at the user's computing device, the association of the second digital
12 certificate with the piece of electronic content;
13 using a rights management program running on the user's computing device to
14 examine the data included in the at least one electronic rule and to
15 determine that the piece of electronic content may be rendered by an
16 application program having the first digital certificate associated therewith;
17 verifying the association of the first digital certificate with the application program
18 using the rights management program; and
19 rendering the piece of electronic content using the application program, wherein the
20 piece of electronic content comprises an authorizing document, and the
21 second entity associates the second digital certificate with the authorizing
22 document if the authorizing document originated from a certified entity.

23 88. Dolby has infringed and continues to infringe at least claim 1 of the '342 patent
24 through its manufacture, testing, and sale of DCI-compliant components used in DCI-compliant
25 Digital Cinema systems to show movies and other DCI-compliant content in movie theaters. In
26 such systems, the SMS or TMS is used to initiate a request that an application program render
27 movie content. The KDM includes a condition that the application program is associated with a
28 digital certificate generated by or on behalf of DCI attesting to the compliance of the DCI-

1 compliant equipment comprising the application program with DCI specifications, which
2 represents a determination that the equipment will handle digital movie content with at least a
3 predefined level of security. DCI comprises an association of six major Hollywood Studios. The
4 KDM is a digital certificate associated with the content at least via a cryptographic binding and by
5 explicit identification in a CPL. The KDM is typically generated by or on behalf of the KDM
6 authority, fulfillment entity, content owner, or content distributor.

7 89. Dolby has had actual knowledge of both Intertrust's rights in the '342 patent and
8 details of Dolby's infringement of the '342 patent because Intertrust brought the '342 patent to
9 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
10 2018. On information and belief, others, including some Dolby customers and/or end users,
11 brought the '342 patent to Dolby's attention prior to that.

12 90. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
13 manufacture, use, import, offer for sale, or sell its DCI-compliant components with knowledge of
14 or willful blindness to the fact that its actions will induce Dolby's customers and/or end users to
15 infringe the '342 patent. Dolby has induced and continues to induce others to infringe the '342
16 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to practice the
17 '342 patent's inventions for protecting digital content and computer processing environments with
18 intent that those performing the acts infringe the '342 patent.

19 91. Dolby also contributes to the infringement of the '342 patent in violation of 35
20 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in the infringing DCI-
21 compliant Digital Cinema systems and are especially made or especially adapted for use in the
22 infringement of the '342 patent. These Dolby products are not staple articles or commodities of
23 commerce suitable for substantial non-infringing use, and they are a material part of the invention
24 of the '342 patent. The infringing Dolby products contain infringing components, for example,
25 DCI-listed components of the DCI-compliant Digital Cinema systems used by Dolby's customers
26 and/or end users. These components that Dolby provides are separable from such DCI-compliant
27 Digital Cinema system, material to practicing the '342 patent's inventions for protecting computer
28 processing environments and digital content, and have no substantial non-infringing use.

1 Accordingly, Dolby is also contributing to the direct infringement of the '342 patent by its
2 customers and/or end users of these products.

3 92. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
4 practice, the claims of the '342 patent.

5 93. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue
6 to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of
7 the '342 patent, Intertrust would have provided Dolby with the patented Intertrust technology that
8 Dolby needed to implement the DCI-compliant components and/or licensed the '342 patent to
9 Dolby so that Dolby could implement these products. As a result of Dolby's infringement,
10 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have
11 accrued to Intertrust from providing its patented technology to Dolby, but in no event less than a
12 reasonable royalty.

13 94. Dolby's continuing acts of infringement are a basis of consumer demand for the
14 DCI-compliant components. Dolby's continuing acts of infringement are therefore irreparably
15 harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and
16 will continue to suffer such irreparable injury unless Dolby's continuing acts of infringement are
17 enjoined by the Court. The hardships that an injunction would impose are less than those faced by
18 Intertrust should an injunction not issue. The public interest would be served by issuance of an
19 injunction.

20 95. Dolby's infringement of the '342 patent has been and continues to be willful and
21 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

22 **COUNT SEVEN**

23 **Infringement of Patent No. 8,191,157**

24 96. Intertrust re-alleges and incorporates by reference each of the allegations in the
25 foregoing paragraphs of this Counterclaim as though fully set forth herein.

26 97. Intertrust is the current exclusive owner and assignee of all right, title, and interest
27 in and to the '157 patent, titled "Systems and methods for secure transaction management and
28 electronic rights protection," duly and legally issued by the United States Patent and Trademark

Office on May 29, 2012, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '157 patent was attached as Exhibit 7 to Dolby's SAC.

98. Before its expiration, the '157 patent was valid and enforceable.

99. Dolby has directly infringed the '157 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment practices one or more claims of the '157 patent, including but not limited to DCI-compliant components, including IMBs, SMSs, and TMSs, for use in DCI-compliant Digital Cinema systems.

100. As a non-limiting example, Dolby has infringed claim 69 of the '157 patent. Claim 69 claims as follows:

A method performed by an electronic appliance comprising a processor and a memory encoded with program instructions that, when executed by the processor, cause the electronic appliance to perform the method, the method comprising:

receiving, by the electronic appliance, a first piece of electronic content, the first piece of electronic content being encrypted at least in part;

receiving, by the electronic appliance, separately from the first piece of electronic content, a first key, the first key being associated with the first piece of electronic content, and the first key being encrypted at least in part;

decrypting, by the electronic appliance, the first key using (a) a second key and (b) a secure processing unit running on the electronic appliance, the second key being stored in memory of the secure processing unit;

decrypting, by the electronic appliance, the first piece of electronic content using, at least in part, the first key;

receiving, by the electronic appliance, separately from the first piece of electronic content, and via separate delivery, a first electronic object, the first electronic object specifying one or more permitted or prohibited uses of the first piece of electronic content;

1 receiving, by the electronic appliance, a request to use the first piece of electronic
2 content; and
3 selectively granting, by the electronic appliance, the request in accordance with the
4 first electronic object.

5 101. Dolby has infringed at least claim 69 of the '157 patent through its manufacture,
6 testing, and sale of DCI-compliant components used in DCI-compliant Digital Cinema systems to
7 show movies and other DCI-compliant content in movie theaters. In such systems, the equipment
8 receives a request to play the feature film or other content. The content Track Files and the KDM
9 are received separately. The IMB private key is stored in secure silicon of the IMB.

10 102. Dolby has had actual knowledge of both Intertrust's rights in the '157 patent and
11 details of Dolby's infringement of the '157 patent because Intertrust brought the '157 patent to
12 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
13 2018. On information and belief, others, including some Dolby customers and/or end users,
14 brought the '157 patent to Dolby's attention prior to that.

15 103. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
16 practice, the claims of the '157 patent.

17 104. By reason of Dolby's infringing activities, Intertrust has suffered substantial
18 damages in an amount to be proven at trial. But for Dolby's infringement of the '157 patent,
19 Intertrust would have provided Dolby with the patented Intertrust technology that Dolby needed to
20 implement the DCI-compliant components and/or licensed the '157 patent to Dolby so that Dolby
21 could implement these products. As a result of Dolby's infringement, Intertrust has been damaged
22 in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from
23 providing its patented technology to Dolby, but in no event less than a reasonable royalty.

24 **COUNT EIGHT**

25 **Infringement of Patent No. 8,191,158**

26 105. Intertrust re-alleges and incorporates by reference each of the allegations in the
27 foregoing paragraphs of this Counterclaim as though fully set forth herein.
28

1 106. Intertrust is the current exclusive owner and assignee of all right, title, and interest
 2 in and to (“the ’158 patent, titled “Systems and methods for secure transaction management and
 3 electronic rights protection,” duly and legally issued by the United States Patent and Trademark
 4 Office on May 29, 2012, including the right to bring this suit for injunctive relief and damages. A
 5 true and correct copy of the ’158 patent was attached as Exhibit 8 to Dolby’s SAC.

6 107. Before its expiration, the ’158 patent was valid and enforceable.

7 108. Dolby has directly infringed the ’158 patent by making, using, selling, offering for
 8 sale, and/or importing into the United States, without authority, products, methods performed by
 9 and/or attributable to equipment that practices one or more claims of the ’158 patent, including but
 10 not limited to DCI-compliant components, including IMBs, SMSs, and TMSs, for use in DCI-
 11 compliant Digital Cinema systems.

12 109. As a non-limiting example, Dolby has infringed claim 4 of the ’158 patent. Claim
 13 4 claims as follows:

14 A method utilizing an electronic appliance comprising a processor and a memory encoded
 15 with program instructions that, when executed by the processor, cause the processor to
 16 perform the method, the method comprising:

17 receiving, at the electronic appliance, an electronic content item, the electronic

18 content item being encrypted at least in part;

19 storing the electronic content item in memory of the electronic appliance;

20 receiving, at the electronic appliance, independently from the electronic content

21 item via separate delivery and protected separately from the electronic

22 content item, a rule specifying one or more permitted uses of the electronic

23 content item;

24 receiving, at the electronic appliance, a request to use the electronic content item;

25 determining that the requested use of the electronic content item corresponds to a

26 permitted use of the electronic content item specified in the rule; and
 27
 28

1 using, at least in part, a decryption key to decrypt the electronic content item, the
2 decryption key being stored in a secure processing unit contained in the
3 electronic appliance.

4 110. Dolby has infringed at least claim 4 of the '158 patent through its manufacture,
5 testing, and sale of DCI-compliant components used in DCI-compliant Digital Cinema systems to
6 show movies and other DCI-compliant content in movie theaters. In such systems, the equipment
7 receives a request to play the feature film or other content. The content Track Files and the KDM
8 are received separately. The IMB private key is stored in secure silicon of the IMB.

9 111. Dolby has had actual knowledge of both Intertrust's rights in the '158 patent and
10 details of Dolby's infringement of the '158 patent because Intertrust brought the '158 patent to
11 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
12 2018. On information and belief, others, including some Dolby customers and/or end users,
13 brought the '158 patent to Dolby's attention prior to that.

14 112. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
15 practice, the claims of the '158 patent.

16 113. By reason of Dolby's infringing activities, Intertrust has suffered substantial
17 damages in an amount to be proven at trial. But for Dolby's infringement of the '158 patent,
18 Intertrust would have provided Dolby with the patented Intertrust technology that Dolby needed to
19 implement the DCI-compliant components and/or licensed the '158 patent to Dolby so that Dolby
20 could implement these products. As a result of Dolby's infringement, Intertrust has been damaged
21 in an amount equal to the loss of profits that would otherwise have accrued to Intertrust from
22 providing its patented technology to Dolby, but in no event less than a reasonable royalty.

23 **COUNT NINE**

24 **Infringement of Patent No. 8,931,106**

25 114. Intertrust re-alleges and incorporates by reference each of the allegations in the
26 foregoing paragraphs of this Counterclaim as though fully set forth herein.

27 115. Intertrust is the current exclusive owner and assignee of all right, title, and interest
28 in and to the '106 patent, titled "Systems and methods for managing and protecting electronic

1 content and applications,” duly and legally issued by the United States Patent and Trademark
2 Office on January 6, 2015, including the right to bring this suit for injunctive relief and damages.
3 A true and correct copy of the ’106 patent was attached as Exhibit 9 to Dolby’s SAC.

4 116. The ’106 patent is valid and enforceable.

5 117. Dolby has directly infringed and is currently directly infringing the ’106 patent by
6 making, using, selling, offering for sale, and/or importing into the United States, without authority,
7 products, methods performed by and/or attributable to equipment that practices one or more claims
8 of the ’106 patent, including but not limited to DCI-compliant components, including IMBs, for
9 use in DCI-compliant Digital Cinema systems.

10 118. As a non-limiting example, Dolby has infringed and continues to infringe claim 17
11 of the ’106 patent. Claim 17 claims as follows:

12 A method for managing the use of electronic content at a computing device, the method
13 including:

14 receiving a piece of electronic content;

15 receiving, separately from the piece of electronic content, data specifying one or
16 more conditions associated with rendering the piece of electronic content,
17 the one or more conditions including a condition that the piece of electronic
18 content be rendered by a rendering application associated with a first digital
19 certificate;

20 executing a rendering application on the computing device, the rendering
21 application being associated with at least the first digital certificate, the first
22 digital certificate having been generated by a first entity based at least in
23 part on a determination that the rendering application will handle electronic
24 content with at least a predefined level of security;

25 requesting, through a rights management engine executing on the computing
26 device, permission for the rendering application to render the piece of
27 electronic content;
28

1 determining, using the rights management engine, whether the one or more
2 conditions specified by the data have been satisfied;
3 decrypting the piece of electronic content; and
4 rendering the decrypted piece of electronic content using the rendering application.

5 119. Dolby has infringed and continues to infringe at least claim 17 of the '106 patent
6 through its manufacture, testing and sale of DCI-compliant components used in DCI-compliant
7 Digital Cinema systems to show movies and other DCI-compliant content in movie theaters. In
8 such systems, the KDM and the digital content are separately received. The KDM includes a
9 condition that the rendering application is associated with a digital certificate generated by or on
10 behalf of DCI attesting to the compliance of the DCI-compliant equipment comprising the
11 rendering application with DCI specifications, which represents a determination that the
12 equipment will handle digital movie content with at least a predefined level of security.

13 120. Dolby has had actual knowledge of both Intertrust's rights in the '106 patent and
14 details of Dolby's infringement of the '106 patent because Intertrust brought the '106 patent to
15 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
16 2018. On information and belief, others, including some Dolby customers and/or end users,
17 brought the '106 patent to Dolby's attention prior to that.

18 121. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
19 manufacture, use, import, offer for sale, or sell the infringing DCI-compliant components with
20 knowledge of or willful blindness to the fact that its actions will induce Dolby's customers and/or
21 end users to infringe the '106 patent. Dolby has induced and continues to induce others to infringe
22 the '106 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to
23 practice the '106 patent's inventions for protecting digital content and computer processing
24 environments with intent that those performing the acts infringe the '106 patent.

25 122. Dolby also contributes to the infringement of the '106 patent in violation of 35
26 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in the infringing DCI-
27 compliant Digital Cinema systems and are especially made or especially adapted for use in the
28 infringement of the '106 patent. These Dolby products are not staple articles or commodities of

1 commerce suitable for substantial non-infringing use, and they are a material part of the invention
2 of the '106 patent. The Dolby products contain infringing components, for example, DCI-listed
3 components of the DCI-compliant Digital Cinema systems used by Dolby's customers and/or end
4 users. These components that Dolby provides are separable from such DCI-compliant Digital
5 Cinema systems, material to practicing the '106 patent's inventions for protecting computer
6 processing environments and digital content, and have no substantial non-infringing use.
7 Accordingly, Dolby is also contributing to the direct infringement of the '106 patent by its
8 customers and/or end users of these products.

9 123. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
10 practice, the claims of the '106 patent.

11 124. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue
12 to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of
13 the '106 patent, Intertrust would have provided Dolby with the patented Intertrust technology that
14 Dolby needed to implement the DCI-complaint components and/or licensed the '106 patent to
15 Dolby so that Dolby could implement these products. As a result of Dolby's infringement,
16 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have
17 accrued to Intertrust from providing its patented technology to Dolby, but in no event less than a
18 reasonable royalty.

19 125. Dolby's continuing acts of infringement are a basis of consumer demand for the
20 DCI-compliant components. Dolby's continuing acts of infringement are therefore irreparably
21 harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and
22 will continue to suffer such irreparable injury unless Dolby's continuing acts of infringement are
23 enjoined by the Court. The hardships that an injunction would impose are less than those faced by
24 Intertrust should an injunction not issue. The public interest would be served by issuance of an
25 injunction.

26 126. Dolby's infringement of the '106 patent has been and continues to be willful and
27 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

28

COUNT TEN

Infringement of Patent No. 9,569,627

127. Intertrust re-alleges and incorporates by reference each of the allegations in the foregoing paragraphs of this Counterclaim as though fully set forth herein.

128. Intertrust is the current exclusive owner and assignee of all right, title, and interest in and to the '627 patent, titled "Systems and methods for governing content rendering, protection, and management applications," duly and legally issued by the United States Patent and Trademark Office on February 14, 2017, including the right to bring this suit for injunctive relief and damages. A true and correct copy of the '627 patent was attached as Exhibit 10 to Dolby's SAC.

129. The '627 patent is valid and enforceable.

130. Dolby has directly infringed and is currently directly infringing the '627 patent by making, using, selling, offering for sale, and/or importing into the United States, without authority, products, methods performed by and/or attributable to equipment that practices one or more claims of the '627 patent, including but not limited to DCI-compliant components, including IMBs, for use in DCI-compliant Digital Cinema systems.

131. As a non-limiting example, Dolby has infringed and continues to infringe claim 1 of the '627 patent. Claim 1 claims as follows:

A method performed by a system comprising a processor and a non-transitory computer-readable storage medium storing instructions that, when executed by the processor, cause the system to perform the method, the method comprising:

receiving, by a secure control application executing on the system in a protected processing environment, a request to access protected content by a governed application executing on the system in a processing environment separate from the protected processing environment;

extracting, by the secure control application, secret information from a secure electronic container, the secret information being configured to be used, at least in part, to decrypt the protected content, wherein extracting the secret

1 information comprises decrypting at least a portion of the secure electronic
2 container to generate unencrypted secret information; and
3 sending, by the secure control application, the unencrypted secret information from
4 the protected processing environment to the governed application executing
5 in the processing environment separate from the protected processing
6 environment.

7 132. Dolby has infringed and continues to infringe at least claim 1 of the '627 patent
8 through its manufacture, testing and sale of DCI-compliant components used in DCI-compliant
9 Digital Cinema systems to show movies and other DCI-compliant content in movie theaters. In
10 such systems, the IMB Security Manager is executed in a processing environment with a higher
11 security level than the Media Decryptor, at least insofar as the Security Manager has access to the
12 private key used for access to the content keys, and the Media Decryptor does not have access to
13 the private key.

14 133. Dolby has had actual knowledge of both Intertrust's rights in the '627 patent and
15 details of Dolby's infringement of the '627 patent because Intertrust brought the '627 patent to
16 Dolby's attention before the filing date of this Counterclaim, at least by on or about October,
17 2018. On information and belief, others, including some Dolby customers and/or end users,
18 brought the '627 patent to Dolby's attention prior to that.

19 134. Notwithstanding Dolby's actual notice of infringement, Dolby has continued to
20 manufacture, use, import, offer for sale, or sell the DCI-compliant components with knowledge of
21 or willful blindness to the fact that its actions will induce Dolby's customers and/or end users to
22 infringe the '627 patent. Dolby has induced and continues to induce others to infringe the '627
23 patent in violation of 35 U.S.C. § 271(b) by encouraging and facilitating others to practice the
24 '627 patent's inventions for protecting digital content and computer processing environments with
25 intent that those performing the acts infringe the '627 patent.

26 135. Dolby also contributes to the infringement of the '627 patent in violation of 35
27 U.S.C. § 271(c). Dolby knows that its DCI-compliant components are used in the infringing DCI-
28 compliant Digital Cinema systems and are especially made or especially adapted for use in the

1 infringement of the '627 patent. These Dolby products are not staple articles or commodities of
2 commerce suitable for substantial non-infringing use, and they are a material part of the invention
3 of the '627 patent. The Dolby products contain infringing components, for example, DCI-listed
4 components of the DCI-compliant Digital Cinema systems used by Dolby's customers and/or end
5 users. These components that Dolby provides are separable from such DCI-compliant Digital
6 Cinema systems, material to practicing the '627 patent's inventions for protecting computer
7 processing environments and digital content, and have no substantial non-infringing use.
8 Accordingly, Dolby is also contributing to the direct infringement of the '627 patent by its
9 customers and/or end users of these products.

10 136. Dolby is not and has never been licensed, or otherwise authorized by Intertrust to
11 practice, the claims of the '627 patent.

12 137. By reason of Dolby's infringing activities, Intertrust has suffered, and will continue
13 to suffer, substantial damages in an amount to be proven at trial. But for Dolby's infringement of
14 the '627 patent, Intertrust would have provided Dolby with the patented Intertrust technology that
15 Dolby needed to implement the DCI-compliant components and/or licensed the '627 patent to
16 Dolby so that Dolby could implement these products. As a result of Dolby's infringement,
17 Intertrust has been damaged in an amount equal to the loss of profits that would otherwise have
18 accrued to Intertrust from providing its patented technology to Dolby, but in no event less than a
19 reasonable royalty.

20 138. Dolby's continuing acts of infringement are a basis of consumer demand for the
21 DCI-compliant components. Dolby's continuing acts of infringement are therefore irreparably
22 harming and causing damage to Intertrust, for which Intertrust has no adequate remedy at law, and
23 will continue to suffer such irreparable injury unless Dolby's continuing acts of infringement are
24 enjoined by the Court. The hardships that an injunction would impose are less than those faced by
25 Intertrust should an injunction not issue. The public interest would be served by issuance of an
26 injunction.

27 139. Dolby's infringement of the '627 patent has been and continues to be willful and
28 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

PRAYER FOR RELIEF

WHEREFORE, Intertrust respectfully requests the following relief:

A. A judgment that Dolby has infringed (and, for the patents that have not expired, is infringing) each and every one of the Asserted Patents;

B. A preliminary and permanent injunction against Dolby, its respective officers, agents, servants, employees, attorneys, parent and subsidiary corporations, assigns and successors in interest, and those persons in active concert or participation with them, enjoining them from infringement, inducement of infringement, and contributory infringement of each and every one of the Asserted Patents, including but not limited to an injunction against making, using, selling, and/or offering for sale within the United States, and/or importing into the United States, any products and/or services that infringe the Asserted Patents;

C. Lost profit damages resulting from Dolby's infringement of the Asserted Patents;

D. A reasonable royalty for Dolby's use of Intertrust's patented technology, as alleged herein;

E. Prejudgment interest;

F. Post-judgment interest;

G. A judgment holding Dolby's infringement of the Asserted Patents to be willful, and a trebling of damages pursuant to 35 U.S.C. § 284;

H. A declaration that this Action is exceptional pursuant to 35 U.S.C. § 285, and an award to Intertrust of its attorneys' fees, costs and expenses incurred in connection with this Action; and

I. Such other relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

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

1 DATED: December 11, 2019

Respectfully submitted,

2 QUINN EMANUEL URQUHART & SULLIVAN, LLP

3
4 By /s/ Tigran Guledjian

5 Tigran Guledjian

6 *Attorneys for Intertrust Technologies Corporation*