

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

AGINCOURT GAMING, LLC,
Plaintiff,

v.

BLIZZARD ENTERTAINMENT, INC.,
Defendant.

§
§
§
§
§
§
§
§
§
§
§

C.A. No. 14-cv-196-RGA

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Agincourt Gaming, LLC (“Agincourt Gaming”) by its undersigned attorneys, for its first amended complaint against Defendant Blizzard Entertainment, Inc. (“Blizzard”), hereby alleges the following:

PARTIES

1. Agincourt Gaming is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in Dallas, Texas.
2. Blizzard is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Santa Monica, California.

JURISDICTION AND VENUE

3. This is a complaint for patent infringement arising under 35 U.S.C. §§ 100, *et seq.*, and in particular § 271.
4. This Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States.
5. This Court has personal jurisdiction over Blizzard because it has committed and continues to commit acts of patent infringement in this judicial district and because it regularly

conducts and solicits business in this judicial district, thus deriving substantial revenue from goods used or services rendered in this judicial district.

6. Venue is proper pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b) in that Defendant Blizzard resides in this district, has a regular and established practice of business in this district, and has committed acts of infringement in this district.

ASSERTED PATENTS

7. On July 6, 2004, United States Patent No. 6,758,755 (“the ’755 patent”) was duly and legally issued for an invention entitled “Prize Redemption System for Games Executed Over A Wide Area Network,” which also has a related continuation in progress. A true and correct copy of the ’755 patent is attached as Exhibit 1.

8. On October 23, 2001, United States Patent No. 6,306,035 (“the ’035 patent”) was duly and legally issued for an invention entitled “Graphical User Interface For Providing Gaming And Prize Redemption Capabilities.” A true and correct copy of the ’035 patent is attached as Exhibit 2.

9. On June 4, 2013, United States Patent No. 8,454,432 (“the ’432 patent”) was duly and legally issued for an invention titled “Method for Providing Network Gaming System.” A true and correct copy of the ’432 patent is attached as Exhibit 3.

10. The ’755 patent, the ’035 patent, and the ’432 patent issued from a series of applications extending back to November 14, 1996.

11. Agincourt Gaming was assigned the ’755 patent, the ’035 patent, and the ’432 patent, and continues to hold all rights and interest in all three patents.

12. Blizzard designs, makes, markets, uses, offers for sale, and/or sells the following products that infringe the ’755 patent, the ’035 patent, and the ’432 patent: Diablo III, Starcraft II, and World of Warcraft.

13. To redress Blizzard's infringement of the '755 patent, the '035 patent, and the '432 patent, Agincourt Gaming seeks actual damages and a permanent injunction to shut down Blizzard's infringing games.

FACTUAL BACKGROUND

The Recent Rise of Social Network Gaming

14. The market for video games has changed dramatically in the last ten years, in terms of delivery of game content, the devices on which games are played, and user demographics.

15. Video games used to be the sole domain of dedicated console providers and high budget PC content producers. But in the last few years, content delivery over the Internet has matured. The rise of social networking has created a new outlet for games and attracted a new type of "casual" gamer.

16. The widespread popularity of social network games—which incorporate content or social connections over online social networks like Facebook—is a relatively recent phenomenon. As Blizzard's founder and CEO has acknowledged, before 2007 "nobody offered games on the web that were available and accessible to everyone. They were confined to niches of hardcore gamers."

17. Online social gaming has become increasingly popular since 2007, when Facebook opened its website to external developers of ad-on games and other applications. That year, Scrabulous, a game mimicking the popular board-game Scrabble, launched on Facebook and quickly expanded to 500,000 daily users.

18. Scrabulous may have been the first game to successfully take advantage of Facebook's mammoth social network, but it was hardly the last. Developers quickly realized that providing games over Facebook would allow them to reach hundreds of millions of potential users, at low cost and with high potential for profits.

19. Following the early success of Scrabulous, the prevalence and popularity of online social network games skyrocketed. A July 2010 market research survey revealed that 56.8 million Americans – roughly one fifth of the U.S. population – played a social network game in the prior three months. Approximately 35% of those users were new to online gaming. It is estimated that nearly 62 million people (or 27% of Internet users) in the United States will play one game on a social network monthly in 2011. The social gaming industry generated \$1 billion in revenue in 2010, and analysts forecast that worldwide social gaming revenues will reach \$5 billion per year by 2015.

Agincourt Gaming and the Patents-In-Suit

20. Agincourt Gaming was formed in April 2011. Agincourt Gaming is a provider of online social network games. Its business plan focuses on developing its own online social network games and then launching the games for play online.

21. In 2013, Agincourt Gaming launched its newest online social network game, Battle Conquest. Battle Conquest incorporates strategy, simulation, and role-play elements in an online platform that utilizes social interaction to enhance the gaming experience. As players interact with the game, they have opportunities to make in-game purchases of virtual goods and other game-related items. To date, Battle Conquest has been played over 1.5 million times. In addition, there are over 130,000 registered players who have fought over five million online battles. Battle Conquest is currently published worldwide in English by two Internet gaming portals. Battle Conquest practices the '755, '035, and '432 patents. Battle Conquest, like many of Blizzard's social network games, provides a prize redemption system based on the outcome of game play. Battle Conquest competes with Blizzard's games, and Agincourt Gaming is being irreparably harmed by Blizzard's infringement of the '755, '035, and '432 patents

22. Today, the largest source of revenues for social network game providers is the sale of virtual goods. Consumers are expected to spend \$653 million in virtual goods this year, up from \$510 million last year. Social games typically allow users to obtain virtual goods in two

ways, either by earning them via a prize redemption system based on game play or by purchasing them using PayPal and/or credit cards. Prize-redemption systems help game providers attract and retain users, who drive advertising revenue and who may eventually decide to pay for virtual goods with actual currency (*i.e.*, by paying legal tender for in-game currency, which can then be used to acquire in-game items). The ability to provide more and more prizes for players to attain is a key retention component for social games. Players must consistently have new goals to strive for within the game, and the acquisition of in-game wealth, status, and/or power is a foundational driver of the social gaming experience.

23. Agincourt Gaming's patents-in-suit, which claim priority to 1996, were both far ahead of their time in anticipating the development of credits-based online gaming. Long before the explosion of online games, Agincourt Gaming's patents-in-suit recognized that allowing online gamers to earn and redeem prizes – including, in particular, game enhancements – based on the outcome of game play would be desirable to players but difficult for game providers to effectively maintain and display.

24. Agincourt Gaming's patents-in-suit solve the problems of incentivizing continuing game play in the context of wide area networks. They do so in an efficient manner that allows for prize management in a highly scalable system.

INFRINGEMENT OF U.S. PATENT NO. 6,758,755

25. Agincourt Gaming incorporates and re-alleges paragraphs 1 through 25 as if fully set forth herein.

26. Blizzard has been and still is infringing the '755 patent, literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling certain software products, including, but not limited to the products identified in paragraph 12 above.

27. As a direct and proximate result of Blizzard's acts of infringement, Agincourt Gaming has been, is being, and will be damaged. Blizzard's infringement of Agincourt Gaming's exclusive rights under the '755 patent will continue to damage Agincourt Gaming,

causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

28. Agincourt Gaming also is entitled to recover from Blizzard the damages sustained by Agincourt Gaming as a result of Blizzard's wrongful acts in an amount subject to proof at trial.

INFRINGEMENT OF U.S. PATENT NO. 6,306,035

29. Agincourt Gaming incorporates and re-alleges paragraphs 1 through 29 as if fully set forth herein.

30. Blizzard has been and still is infringing the '035 patent, literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling certain software products, including, but not limited to the products identified in paragraph 12 above.

31. As a direct and proximate result of Blizzard's acts of infringement, Agincourt Gaming has been, is being, and will be damaged. Blizzard's infringement of Agincourt Gaming's exclusive rights under the '035 patent will continue to damage Agincourt Gaming, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

32. Agincourt Gaming also is entitled to recover from Blizzard the damages sustained by Agincourt Gaming as a result of Defendant Blizzard's wrongful acts in an amount subject to proof at trial.

INFRINGEMENT OF U.S. PATENT NO. 8,454,432

33. Agincourt Gaming incorporates and re-alleges paragraphs 1 through 32 as if fully set forth herein.

34. Blizzard has been and still is infringing the '432 patent, literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling certain software products, including, but not limited to the products identified in paragraph 11 above.

35. As a direct and proximate result of Blizzard's acts of infringement, Agincourt Gaming has been, is being, and will be damaged. Blizzard's infringement of Agincourt Gaming's exclusive rights under the '432 patent will continue to damage Agincourt Gaming, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

36. Agincourt Gaming also is entitled to recover from Blizzard the damages sustained by Agincourt Gaming as a result of Blizzard's wrongful acts in an amount subject to proof at trial.

PRAYER FOR RELIEF

Agincourt Gaming respectfully requests entry of judgment in its favor and against Blizzard as follows:

- (a) Declaring that Blizzard has infringed and continues to infringe the '755, '035, and '432 patents;
- (b) Awarding actual damages arising out of Blizzard's infringement of the '755, '035, and '432 patents, together with prejudgment and post-judgment interest, in an amount according to proof;
- (c) Permanently enjoining Blizzard and its officers, agents, employees, and those acting in privity with it, from further infringement of the '755, '035, and '432 patents;
- (d) Awarding attorney's fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law; and
- (e) Awarding such other costs and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Agincourt Gaming respectfully requests a trial by jury on all issues so triable.

Dated: April 23, 2014

Respectfully submitted,

FARNAN LLP

OF COUNSEL:

William Christopher Carmody
SUSMAN GODFREY LLP
560 Lexington Avenue, 15th Floor
New York, New York 10022
Telephone: (212) 336-8330
Facsimile: (212) 336-8340
bcarmody@susmangodfrey.com

/s/ Brian E. Farnan
Brian E. Farnan (Bar No. 4089)
Michael J. Farnan (Bar No. 5165)
919 N. Market Street, 12th Floor
Wilmington, Delaware 19801
(302)777-0300
(302)777-0301 (fax)
bfarnan@farnanlaw.com
mfarnan@farnanlaw.com

David D. Shank
SUSMAN GODFREY LLP
901 Main Street, Suite 5100
Dallas, Texas 75202
Telephone: (214) 754-1935
Facsimile: (214) 754-1933
dshank@susmangodfrey.com

Ian Bradford Crosby
SUSMAN GODFREY LLP
1201 Third Ave., Ste. 3800
Seattle, Washington 98101
Telephone: (206) 516-3861
Facsimile: (206) 516-3883
icrosby@susmangodfrey.com

Manmeet Walia
SUSMAN GODFREY LLP
1000 Louisiana, Suite 5100
Houston, TX 77002
Telephone: (713) 651-9366
Facsimile: (713) 654-6666
mwalia@susmangodfrey.com

Attorneys for Plaintiff Agincourt Gaming, LLC