



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LEXINGTON SERVICES LTD.,

Plaintiff,

v.

C.A. No.

U.S. PATENT NO. 8019807
DELEGATE, LLC,
and
FLORIAN KARRER,

Defendants.

VERIFIED COMPLAINT

Plaintiff Lexington Services, Ltd. (“Lexington Services” or “Plaintiff”), by its undersigned attorneys, allege as follows upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters.

NATURE OF THE ACTION

1. This is an action for declaratory judgment, quiet title, fraudulent conveyance, fraud, equitable fraud, slander of title, conversion, tortious interference with prospective business relations, and conspiracy to defraud under the laws of the State of Delaware.
2. This case seeks redress for Defendants’ unlawful attempt to steal title and ownership of U.S. Patent No. 8,019,807, entitled “Method and System for



Communication Between Computer Systems,” (“the ‘807 Patent”) from Plaintiff.

A true and correct copy of the ‘807 Patent is attached hereto as Exhibit A.

THE PARTIES

3. Plaintiff, Lexington Services, is a Maltese limited liability company having a principal place of business at The Penthouse Suite 1, Level 4, Ewropa Business Centre, Triq Dun Karm, Birkirkara, BKR9034, Malta. Its directors are Silvio Cilia, Jonathan Corrieri and Rachael Flannery, citizens of Malta and Britain.

4. Upon information and belief, Defendant Karrer is an individual who is a citizen of the Principality of Andorra residing at Carretera d’Engolaster num.29, Block C, Apartment 4,2., Escaldes-Engordany AD700, Principality of Andorra with an office at SOLV S.L.U, Bonaventura Armengol num.10, Edif. Montclar 1, 4-3, Andorra La Vella, Principality of Andorra.

5. Defendant, U.S. Patent 8,019,807 Delegate LLC (“Delegate”) is Delaware limited liability company having a principal place of business at 1675 South Street, Suite B, Dover, Delaware 19901. Upon information and belief, Defendant Karrer is Member/Manager of Defendant Delegate.

JURISDICTION AND VENUE

6. Plaintiff is informed and believes that this Court may properly exercise *in personam* jurisdiction over the Defendants because Defendant Delegate is



organized in the State of Delaware and Defendant Karrer is a manager of Defendant Delegate and/or participated materially in the management of Delegate.

7. Venue is proper in this jurisdiction because Defendant Delegate is organized in the State of Delaware and Defendant Karrer is a manager of Defendant Delegate. Additionally, Defendants utilized Delaware law to form Delegate as part of their fraudulent scheme described herein, including but not limited, Defendant Karrer executed a fraudulent Patent Assignment Agreement on behalf of Defendant Delegate.

BACKGROUND FACTS

Background of the '807 Patent

8. Lexington Services is under the control of the Flannery family, of which James Flannery ("Mr. Flannery") is a member. Mr. Flannery used an individual named Mortimer J. Walters ("Mr. Walters") as a trusted lawyer and business advisor for over twenty-five years. Mr. Walters also purported to be a twenty percent (20%) investor in Wireless Enterprises Solutions Technology Limited ("WEST") and West Global Limited ("West Global").

9. West Global was an Irish company headquartered at 9 Exchange Place, International Financial Services Centre, Dublin 1, Ireland and was founded in May 2000. West Global was founded to provide Web Services management technology to major mobile network providers.



10. West Global specialized in the development of certain complex IT solution one of which ultimately issued as the '807 Patent.

11. WEST was an IP holding company that held the rights and title to the '807 Patent. The '807 Patent is directed to methods and systems for integrating heterogeneous computer systems' components into a service broker system, which simplifies application connections between different types of application programs and interfaces within the application programs, typically enterprise level or wider. *See* Ex. A, '807 Patent Col. 1:15-20.

12. The patent application that ultimately matured into the '807 patent was filed on April 11, 2002 as U.S. Patent Application 10/121,788. The '807 Patent issued on September 13, 2011.

13. From the time of filing until just prior to issuance, WEST was the rightful owner of the '807 Patent by virtue of an assignment from the inventors to WEST. A true and correct copy of the chain of title of the '807 Patent is attached hereto as Exhibit B.

14. Beginning in about 2011, Mr. Flannery and Mr. Walters, acting through various companies established by Mr. Walters, sought to monetize the '807 Patent by seeking licensing partners in the middleware software technology market. In May 2012, Mr. Walters assigned the '807 Patent to a company in which Mr. Flannery had no interest or control, Catharsis Technologies Limited ("Catharsis").



15. In or about 2013, Mr. Flannery discovered that Mr. Walters had been acting against his interests and had sought to exclude the Flannery family from the ownership of the '807 Patent by fraudulently depriving the Flannery family of its shareholding in Catharsis. Mr. Flannery and the Plaintiff had to issue proceedings in Ireland, Malta and Andorra to protect their interests and obtain injunctive relief and the dispute was ultimately resolved through a settlement of the High Court litigation in Ireland ("Irish Litigation") in 2015. This settlement resulted in the Plaintiff taking title to the '807 Patent, and Mr. Walters, through his company Anthology SA, taking a security interest in the '807 Patent. Lexington Services Limited and Anthology SA entered into a Patent Security Agreement ("the PSA") on December 22, 2015.

**Defendants Executed and Recorded
a Fraudulent Assignment of the '807 Patent**

16. The owner of a patent may assign their rights to the patent through an instrument in writing, and the assignment of the patent transfers to the assignee(s) an alienable (transferable) ownership interest in the patent or application under 35 U.S.C. § 261.

17. Prior to the Irish Litigation, there had been three assignments of the '807 Patent. See Ex. B. Once the Parties determined that Plaintiff would take title to the '807 Patent and would lead the commercialization efforts, they individually



filed assignments of the '807 Patent reflecting that understanding with the U.S. Patent Office.

18. After the Irish Litigation, with reference to Ex. B, Assignment 4, ownership of the '807 Patent was transferred from Catharsis Technologies Limited, a Maltese Company, of San Juan 116/8, St. George's Road, St. Julians, STJ3203, Malta to Plaintiff, Lexington Services Limited, with a registered office at 'Susan Court' B1, Prinjolata Street, Ta' Xbiex, XBX, 1130, Malta. Assignment 4 was recorded on December 28, 2015 by Lexington Services' counsel.

19. Similarly, Assignment 5, a duplicate of the same transfer of title from Catharsis Technologies Limited a Maltese Company, of San Juan 116/8, St. George's Road, St. Julians, STJ3203, Malta to Plaintiff, Lexington Services Limited, with a registered office at 'Susan Court' B1, Prinjolata Street, Ta' Xbiex, XBX, 1130, Malta was recorded by Catharsis' attorney, Cedric D'Hue, on December 30, 2015.

20. Additionally, a Security Interest to Anthology SA was recorded on December 30, 2015 for the '807 Patent. Assignment 6 was an assignment from the Plaintiff, Lexington Services Limited in a security interest in the '807 Patent and patent applications to Anthology SA, whose principal address is Dixcart House, Fort Charles, Charlestown, Nevis, St. Kitts and Nevis. Assignment 6 was also filed by attorney Cedric D'Hue.



21. On information and belief, Defendant Delegate was organized under the laws of the state of Delaware as a limited liability company with its members being Defendant Karrer and Mr. Walters. Also on information and belief, Defendant Delegate was organized for the sole purpose of receiving the fraudulent transfer of title to the '807 Patent.

22. On March 8, 2017, Defendant Delegate, by its attorney Cedric D'Hue, recorded a fraudulent assignment, Assignment 10, entitled "Patent Assignment Agreement" ("PAA"), attempting to transfer title of the '807 Patent from Plaintiff Lexington Services to Defendant Delegate. A true and correct copy of the fraudulent patent assignment is attached hereto as Exhibit C.

23. The PAA purports to transfer ownership of the '807 Patent from Plaintiff Lexington Services to Defendant Delegate.

24. Defendant Karrer fraudulently signed the PAA on behalf of Defendant Delegate.

25. Mr. Walters fraudulently signed the PAA, in his individual capacity, on behalf of Plaintiff Lexington Services.

26. Defendant Karrer knew that Mr. Walters was not an authorized representative of Plaintiff. Mr. Walters did not, and does not, act in a representative capacity for Lexington Services. Therefore, he did not have the authority to sign the PAA on behalf of Plaintiff. The PAA forms the basis for the



recordation of Assignment 10. As such, Assignment 10 was fraudulently made and recorded by Defendants. Assignment 10 was recorded by Cedric D'Hue. *See* Ex. B.

27. Pursuant to the fraudulent PAA, Defendant Delegate purportedly received the '807 Patent.

28. As further evidence of the fraudulent assignment, in contradiction to paragraph 3 of the PAA, Defendant Delegate never provided the purported consideration of One Hundred Euro (€100.00) to Plaintiff. One Hundred Euro is a gross undervaluation of the true value of the '807 patent. The Patent is instead worth at least several million.

29. Neither Defendant Karrer, nor Mr. Walters, are authorized representatives of Plaintiff. Instead, upon information and belief, they are partners with each other and authorized representatives of the following companies: Walters and Karrer, (www.walters-karrer.com); T Eagle Solutions, (<http://eaglesolutions.ie/>); Solv International, (<http://solv-international.com/#team>); and E&S Consultancy Ltd. (<http://www.ellulschranz.com/en/testimonials/testimonials/5/florian-karrer.htm>); and heir transparent attempt to hold themselves out as unrelated third parties in the fraudulent assignment of the '807 Patent by Mr. Walters purporting to sign on behalf of Lexington Services, and by Defendant Karrer (on behalf of Defendant Delegate) further illustrates their bad faith and fraudulent intent.



30. To protect its interest in the '807 Patent, Plaintiff filed a Corrective Declaration for Recordation of Corrective Notice of Assignment (Corrective Recordation) in order to negate the fraudulent assignment recorded by the Defendant Delegate and to reflect that Plaintiff is the rightful owner of the '807 Patent.

31. The Corrective Recordation was recorded on April 19, 2017 (Assignment 11), remedying the chain of title to properly reflect that Lexington Services is the assignee of the '807 Patent.

32. Although the USPTO recorded Assignment 11 to the '807 Patent, Defendants' acts described herein pose a substantial likelihood that Defendants will continue to attempt to fraudulently convey title of the '807 Patent to themselves, or an as-yet unidentified third-party.

33. On September 6, 2017, a fraudulent Appointment of Receiver was filed at the USPTO (Assignment 8) by Attorney Cedric D'Hue which named Mr. Walters the as "Patent Receiver." Plaintiff denies that any Receiver was appointed. *See Ex. B.*

34. On November 29, 2017, another fraudulent Appointment of Receiver was recorded (Assignment 12). The Appointment of Receiver purported to name Ronan Andrew Campbell, a known cohort of Mr. Walters, as Receiver of the '807 Patent. *See Ex. B.*



35. Plaintiff has contacted the Assignment Division of the USPTO, but has been told that there is no procedure to prevent a further fraudulent assignment.

36. There are a total of thirteen (13) transactions shown on Ex. B, the chain of title for the '807 Patent. Of the thirteen (13) transactions, seven (7) were filed by attorney Cedric D'Hue. On information and belief, Cedric D'Hue is Mr. Walters attorney.

37. Plaintiff is likely to succeed on the merits. Further Plaintiff is likely to suffer irreparable harm in the absence of temporary and preliminary injunctive relief in that the harm suffered by unrestrained and unauthorized transfers of title, which are publicly recorded, may not be compensable by money damages, will continue to accrue and may not be easily ascertainable. There is, therefore, an inadequate remedy at law. Moreover the balance of equities tips in Plaintiff's favor and an injunction is in the public interest.

38. Defendants' wrongful conduct was taken intentionally, in bad faith and with malice and/or in gross and reckless disregard of Plaintiff's rights.

COUNT ONE
FRAUDULENT CONVEYANCE
(Against All Defendants)

39. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.



40. Defendants have conveyed title to the '807 Patent by executing and recording the fraudulent PAA for the '807 Patent with the U. S. Patent and Trademark Office.

41. Defendants' act of conveying title to the '807 Patent was with the intention of defrauding Plaintiff of what it is lawfully entitled to, possession and title to the '807 Patent.

42. Defendant Karrer aided and abetted Mr. Walters in the Fraudulent conveyance by accepting the conveyance of title to the '807 Patent on behalf of Defendant Delegate.

43. The consideration allegedly paid for the '807 Patent by Defendant Delegate of One Hundred Euro (€100.00), which was authorized by Defendant Karrer, is grossly inadequate consideration for the conveyance.

44. Defendants will not be able to establish the bona fides of the assignment of the '807 Patent.

45. Plaintiff is entitled to money damages proximately caused (to the extent ascertainable) and to injunctive relief for the reasons stated in paragraph 37.

COUNT TWO
FRAUD
(Against All Defendants)

46. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.



47. Defendant Karrer knowingly executed the fraudulent PAA on behalf of Defendant Delegate.

48. Defendant Delegate knowingly recorded a fraudulent assignment, the PAA, attempting to transfer title of the '807 Patent from Plaintiff Lexington Services to Defendant Delegate.

49. Plaintiff has been, and continues to be, injured by the cloud that has been cast over the title of the '807 Patent, thereby harming current and future negotiations related to licensing and/or enforcement of the '807 Patent.

50. As a direct and proximate result of Defendants wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

COUNT THREE
EQUITABLE FRAUD
(Against All Defendants)

51. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

52. Defendant Karrer knowingly executed the fraudulent PAA on behalf of Defendant Delegate.



53. Defendant Delegate knowingly recorded a fraudulent assignment, the PAA attempting to transfer title of the '807 Patent from Plaintiff Lexington Services to Defendant Delegate.

54. Plaintiff has been, and continues to be, injured by the cloud that has been cast over the title of the '807 Patent, thereby harming current and future negotiations related to licensing and/or enforcement of the '807 Patent.

55. As a direct and proximate result of Defendants wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

COUNT FOUR
SLANDER OF TITLE
(Against All Defendants)

56. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

57. Defendants, with malice, knowingly have disparaged Plaintiff's title to the '807 Patent by executing and recording the fraudulent PAA for the '807 Patent with the U. S. Patent and Trademark Office.



58. The U.S. Patent and Trademark Office's assignment database is publicly available. Therefore, Defendants' recordation of the fraudulent PAA is viewable by the public generally and particularly by prospective licensees to the '807 Patent.

59. The fraudulent PAA was filed electronically in the U.S. Patent and Trademark Office's assignment database on March 8, 2017. The U.S. Patent and Trademark Office is located in Alexandria, Virginia.

60. Defendants recordation of the fraudulent PAA untruthfully disparages Plaintiff's rightful ownership and title in the '807 Patent.

61. Plaintiff has been, and continues to be, injured by the cloud that has been cast over the title of the '807 Patent, thereby harming current and future negotiations related to licensing and/or enforcement of the '807 Patent.

62. Plaintiff has sustained monetary damages as a result of Defendants' execution and recordation of the fraudulent PAA for the '807 Patent in an amount to be determined at trial.

63. As a result of Defendants' willful conduct as aforesaid, Plaintiff is entitled to recover punitive damages in an amount double or treble the actual damages assessed or Defendants' profits, whichever is greater, and to an award of costs and reasonable attorneys' fees pursuant to this Court's equitable powers.

64. As a direct and proximate result of Defendants' wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer



actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

COUNT FIVE
QUIET TITLE
(Against All Defendants)

65. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

66. Plaintiff has good title to the '807 Patent. As shown on the chain of title of the '807 Patent, attached hereto as Ex. B, on December 28, 2015, the '807 Patent was assigned from Catharsis Technologies Limited ("Catharsis") to Lexington Services, and recorded by Plaintiff's counsel. The Assignment from Catharsis was signed by Brian Connell, the inventor on the '807 Patent. *See* Ex. B.

67. On December 30, 2015, the same assignment from Catharsis to Lexington Services was recorded by counsel for Catharsis, Attorney Cedric D'Hue of Indiana. Upon Information and belief, Catharsis a company controlled by Mr. Walters. *See* Ex. B.

68. Prior to the actions giving rise to this Complaint, all parties were in agreement that Plaintiff held full title in the '807 Patent.



69. Plaintiff has valid legal title to the '807 Patent that is superior to any claim of title by Defendants, which entitles Plaintiff to be free from any further claims against its rights.

70. As a direct and proximate result of Defendants wrongful conduct, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

71. Plaintiff is entitled to a declaration of the Court to quiet title to the '807 Patent and rescission of the PAA.



COUNT SIX
CONVERSION
(Against All Defendants)

72. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

73. Defendants actions as alleged herein constitute an unlawful conversion of Plaintiff's lawful right, title and interest in the '807 Patent.

74. At the time that Defendants executed and recorded the PAA, which was an attempt to unlawfully convert title to the '807 Patent to themselves, Plaintiff was the lawful and exclusive owner of the '807 Patent.

75. That ownership was evidenced by two assignments filed and recorded in the U.S. Patent and Trademark Office, namely Assignment 4 and Assignment 5. *See* Ex. B. In fact, it was Defendants' attorney, Cedric D'Hue, who recorded Assignment 5 with the U.S. Patent and Trademark Office. *See* Ex. B.

76. Defendants wrongfully exercised dominion and control over Plaintiff's title to, and ownership in, the '807 Patent by fraudulently executing documents (the PAA) on behalf of Plaintiff, purporting to have the authority to transfer title of the '807 Patent from Plaintiff to Defendant Delegate, recording the fraudulent assignment in the U.S. Patent Office's public assignment database, all to deprive Plaintiff of the rightful possession and title in the '807 Patent.



77. Plaintiff has been, and continues to be injured by Defendants' conversion of the title of the '807 Patent.

78. As a direct and proximate result of Defendants wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

79. As a result of Defendants' willful conduct as aforesaid, Plaintiff is entitled to recover punitive damages in an amount double or treble the actual damages assessed or Defendants' profits, whichever is greater, and to an award of costs and reasonable attorneys' fees pursuant to this Court's equitable powers.

COUNT SEVEN
TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS
RELATIONS
(Against All Defendants)

80. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

81. Defendants' actions as alleged herein constitute a tortious interference with Plaintiff's business expectancy in light of Plaintiff's negotiations surrounding licensing/exploiting the '807 Patent.



82. Plaintiff was engaged in negotiations with a law firm in the United States to monetize the '807 Patent.

83. Defendants' filing of the fraudulent PAA has halted this engagement because Defendants have placed a cloud on the title of the '807 Patent.

84. Defendants were on notice of Plaintiff's business expectancy as of the settlement of the Irish Litigation.

85. Defendants knew of the business expectancy because the PSA between Plaintiff and Mr. Walter's company, Anthology SA, provides a security interest to Anthology SA providing for payments based on profits received from the exploitation of the '807 Patent.

86. Defendants intentionally interfered with Plaintiff's business expectancy by executing and recording the PAA to transfer all right and title in the '807 Patent, attempting to steal Plaintiff's ownership of the '807 Patent rights out from under Plaintiff's feet. Had Defendants not interfered with Plaintiff's business expectancy, Plaintiff would be monetizing the '807 Patent.

87. Plaintiff has been, and continues to be, injured by the cloud that has been cast over the title of the '807 Patent, thereby harming current and future negotiations related to licensing and/or enforcement of the '807 Patent.



88. Plaintiff has sustained monetary damages as a result of Defendants' recordation of a fraudulent title in the '807 Patent in an amount to be determined at trial.

89. As a result of Defendants' willful conduct as aforesaid, Plaintiff is entitled to recover punitive damages in an amount double or treble the actual damages assessed or Defendants' profits, whichever is greater, and to an award of costs and reasonable attorneys' fees pursuant to this Court's equitable powers.

90. As a direct and proximate result of Defendants wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.

COUNT EIGHT
CONSPIRACY TO DEFRAUD
(Against All Defendants)

91. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.



92. Defendant Karrer and Mr. Walters participated in a conspiracy to defraud Plaintiff by organizing Defendant Delegate as Delaware Limited Liability Company for the sole purpose of fraudulently conveying the '807 Patent.

93. The organization of Defendant Delegate in the state of Delaware furthered the conspiracy to defraud Plaintiff by filing the fraudulent assignment with the U.S. Patent and Trademark Office.

94. Plaintiff has sustained damages as a result of Defendants conspiracy.

95. As a direct and proximate result of Defendants wrongful conduct and unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages (to the extent ascertainable). Such harm will continue unless Defendants' conduct is enjoined by this Court. Plaintiff has no adequate remedy at law for Defendants' continuing violations of its rights and for the reasons set forth in paragraph 37.



COUNT EIGHT
DECLARATORY JUDGMENT
(Against All Defendants)

96. Plaintiff repeats and re-alleges each allegation set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

97. An actual controversy has arisen and now exists between Plaintiff and Defendants with respect to the Patent Assignment Agreement.

98. Pursuant to 10 Del. Laws, c. 65, § 6501, a judicial determination of the respective rights of the parties with respect to the Patent Assignment Agreement is necessary and appropriate under the circumstances.



WHEREFORE, Plaintiff respectfully requests this Court enter a judgment in its favor and against Defendants, and requests relief as follows:

A. Judgment be entered in its favor and against Defendants on each count of the Complaint;

B. Enter an order quieting title in the '807 Patent by declaring Plaintiff the lawful owner of all right, title and interest in the '807 Patent;

C. Enter an order granting rescission of the Patent Assignment Agreement.

D. Award Plaintiff their actual damages and Defendants' additional profits in an amount to be determined at trial;

E. Multiply Plaintiff's damages and Defendants' profits in an amount to punish Defendants for their willful acts;

F. Award Plaintiff prejudgment interest;

G. Award Plaintiff their costs, attorney's fees and expenses arising from this suit;

H. Issue a temporary, preliminary, and thereafter permanent, injunction enjoining Defendants from any further action that would alter or transfer the title and ownership of the '807 Patent until the Court can determine the parties' rights with respect to the '807 Patent;



I. Order the United States Patent and Trademark Office, Assignment Division, to expunge the assignment record (Assignment 10) pursuant to Rule 323.01(d) of the Manual of Patent Examining Procedures; and

J. Grant Plaintiff such other relief as this Court deems just and proper.

WHITE AND WILLIAMS LLP

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