

3. MOSAID admits the allegations of Paragraph 3 of the Counterclaims.

4. MOSAID admits that this Court has personal jurisdiction over MOSAID for purposes of Infineon's counterclaims, but otherwise denies the allegations of Paragraph 4 of the Counterclaims.

5. MOSAID admits the allegations of Paragraph 5 of the Counterclaims.

6. MOSAID admits the allegations of Paragraph 6 of the Counterclaims.

7. In response to the allegations of Paragraph 7 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

8. In response to the allegations of Paragraph 8 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

9. In response to the allegations of Paragraph 9 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is

a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

10. In response to the allegations of Paragraph 10 of the Counterclaims, MOSAID admits that some meetings of JEDEC's committees and subcommittees were opened with various statements, not all of which were identical, which at times related to the subjects referenced in this paragraph. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 10 of the Counterclaims.

11. In response to the allegations of Paragraph 11 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

12. In response to the allegations of Paragraph 12 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

13. In response to the allegations of Paragraph 13 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

14. In response to the allegations of Paragraph 14 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

15. In response to the allegations of Paragraph 15 of the Counterclaims, MOSAID admits that JEDEC rules and procedures and/or the JEDEC Manual address the subjects and matters partially quoted or paraphrased in this paragraph. MOSAID denies that this paragraph is a complete statement of the relevant JEDEC rules or procedures, or relevant contents of the JEDEC Manual. MOSAID denies all contents of this paragraph that are Infineon's characterization of JEDEC rules or procedures or the JEDEC Manual, or of MOSAID's or JEDEC members' or attendees' obligations.

16. MOSAID admits the allegations of Paragraph 16 of the Counterclaims.

17. MOSAID denies that virtually all leading memory designers, manufacturers, and user were members of JC-42.3 and, on that basis, denies the allegations of Paragraph 17 of the Counterclaims.

18. MOSAID denies that a standard specific to DDR SDRAM requires the use of a DLL to resolve clock skew and, on that basis, denies the allegations of Paragraph 18 of the Counterclaims.

19. MOSAID denies that JEDEC presentations generally were accompanied by written materials that were reproduced and attached to the official meeting minutes and, on that basis, denies the allegations of Paragraph 19 of the Counterclaims.

20. MOSAID admits the allegations of Paragraph 20 of the Counterclaims.

21. MOSAID admits that U.S. Patent No. 5,796,673 ("the '673 patent") is titled "Delay Locked Loop Implementation In A Synchronous Dynamic Random Access Memory," that the U.S. filing date for the application resulting in the '673 patent, U.S. Patent Application 08/319,042, is October 6, 1994, and that the '673 patent issued in the U.S. on August 18, 1998. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 21 of the Counterclaims.

22. MOSAID admits the allegations of Paragraph 22 of the Counterclaims.

23. MOSAID admits that it was involved in JC-42 and its standardization work through the participation of MOSAID employees Graham Allan, Richard Foss, and others until 2002 when MOSAID withdrew from JEDEC. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 23 of the Counterclaims.

24. MOSAID admits that it was a member of JEDEC until 2002, with all the rights and responsibilities attendant thereto pursuant to the rules and policies governing JEDEC.

Except as so admitted, MOSAID denies the remaining allegations of Paragraph 24 of the Counterclaims.

25. MOSAID admits that it disclosed to JEDEC that it filed the '042 patent application. MOSAID also admits that at a JC-42.3 meeting, it presented the results of the SDRAM Feature Survey Ballot. Further, MOSAID admits that it made statements to JEDEC regarding the subjects and matters referenced in Paragraph 25 of the Counterclaims, but denies that this paragraph completely sets forth MOSAID's statements. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 25 of the Counterclaims.

26. MOSAID admits that in or about September 1998, it disclosed to JEDEC that the '673 patent had granted and that on or about December 7, 1998, the '673 patent appeared on the patent watch list. MOSAID also admits that on December 22, 1997, it filed a continuation application of the '042 patent application, U.S. Patent Application 08/996,095, entitled "Delayed Locked Loop Implementation In A Synchronous Dynamic Random Access Memory," which issued as U.S. Patent No. 6,067,272 (the '272 patent). MOSAID denies the allegations regarding the scope of patent claims because some claims of the '272 patent are broader and some are narrower than the claims of the '673 patent. MOSAID admits that it subsequently filed a series of continuation applications, including U.S. Patent Application 10/348,062. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 26 of the Counterclaims.

27. MOSAID admits the allegations of Paragraph 27 of the Counterclaims.

28. In response to the allegations of Paragraph 28 of the Counterclaims, MOSAID admits that MOSAID's general counsel sent a letter to JEDEC stating in part that it was willing to license the '673 patent under reasonable terms and conditions that are demonstrably free of unfair discrimination, but otherwise denies the remaining allegations of Paragraph 28 of the

Counterclaims.

29. In response to the allegations of Paragraph 29 of the Counterclaims, MOSAID states that what the letter conveyed to readers was the content of the letter which speaks for itself, but otherwise denies the remaining allegations of Paragraph 29 of the Counterclaims.

30. MOSAID states that the allegations contained in Paragraph 30 are speculative and hypothetical and, on that basis, denies the allegations contained therein.

31. MOSAID is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Counterclaims and, on that basis, denies the allegations contained therein.

32. In response to the allegations of Paragraph 32 of the Counterclaims, MOSAID admits that it has granted licenses under its patent portfolio, including the '919 patent, to multiple DRAM manufacturers. MOSAID also admits that it has sued Infineon for infringement of the '919 patent. Except as so admitted, on information and belief, MOSAID denies the remaining allegations of Paragraph 32 of the Counterclaims, in part, because the phrase "terms and conditions that exceed what MOSAID has requested of various other licensees" is ambiguous.

COUNT I
**(Declaratory Judgment Action for Declaration of Noninfringement, Invalidity,
Unenforceability and License of U.S. Patent No 6,657,919)**

33. MOSAID responds to Paragraph 33 of the Counterclaims by incorporating by reference its responses to Paragraphs 1 through 32 above.

34. MOSAID admits the allegations of Paragraph 34 of the Counterclaims.

35. MOSAID denies the allegations of Paragraph 35 of the Counterclaims.

36. MOSAID denies the allegations of Paragraph 36 of the Counterclaims.

37. MOSAID denies that an actual and justiciable controversy exists between Infineon and MOSAID regarding unenforceability and, on that basis, denies the allegations of Paragraph 37 of the Counterclaims.

38. MOSAID denies the allegations of Paragraph 38 of the Counterclaims.

39. MOSAID denies the allegations of Paragraph 39 of the Counterclaims.

40. MOSAID denies the allegations of Paragraph 40 of the Counterclaims.

COUNT II
(Breach of Contract)

41. MOSAID responds to Paragraph 41 of the Counterclaims by incorporating by reference its responses to Paragraphs 1 through 32 above.

42. MOSAID admits that it has the capacity to enter into contracts. Except as so admitted, on information and belief, MOSAID denies the remaining allegations of Paragraph 42 of the Counterclaims.

43. MOSAID admits that it regularly attended and participated in JEDEC meetings until 2002, including meetings relating to at various times DLL technology and the SDRAM standard. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 43 of the Counterclaims.

44. MOSAID admits that it offered to license patents including the '919 and '673 patents to JEDEC members. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 44 of the Counterclaims.

45. MOSAID denies the allegations of Paragraph 45 of the Counterclaims.

46. MOSAID denies the allegations of Paragraph 46 of the Counterclaims.

47. MOSAID denies the allegations of Paragraph 47 of the Counterclaims.

48. MOSAID admits that it has accused Infineon of infringing, *inter alia*, the '919 patent by manufacturing and/or selling certain DDR SDRAMs, but denies that its infringement allegations regarding the '919 patent are limited to DDR SDRAMs. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 48 of the Counterclaims.

49. MOSAID denies the allegations of Paragraph 49 of the Counterclaims.

COUNT III
(Promissory Estoppel)

50. MOSAID responds to Paragraph 50 of the Counterclaims by incorporating by reference its responses to Paragraphs 1 through 32 above.

51. MOSAID denies the allegations of Paragraph 51 of the Counterclaims.

52. MOSAID denies the allegations of Paragraph 52 of the Counterclaims.

53. MOSAID denies the allegations of Paragraph 53 of the Counterclaims.

54. MOSAID denies the allegations of Paragraph 54 of the Counterclaims.

55. MOSAID denies the allegations of Paragraph 55 of the Counterclaims.

COUNT IV
(Declaratory Judgment Action for Declaration of Noninfringement, Invalidity, and Unenforceability of U.S. Reissued Patent No. 37,641)

56. MOSAID responds to Paragraph 56 of the Counterclaims by incorporating by reference its responses to Paragraphs 1-5 above.

57. MOSAID admits the allegations of Paragraph 57 of the Counterclaims.

58. MOSAID denies the allegations of Paragraph 58 of the Counterclaims.

59. MOSAID denies the allegations of Paragraph 59 of the Counterclaims.

60. MOSAID denies that an actual case or controversy exists between Infineon and MOSAID regarding unenforceability and, on that basis, denies the allegations of Paragraph 60 of the Counterclaims.

61. MOSAID denies the allegations of Paragraph 61 of the Counterclaims.

COUNT V

**(Declaratory Judgment Action for Declaration of Noninfringement, Invalidity,
Unenforceability U.S. Patent No. 6,057,676)**

62. MOSAID responds to Paragraph 62 of the Counterclaims by incorporating by reference its responses to Paragraphs 1-5 above.

63. MOSAID admits the allegations of Paragraph 63 of the Counterclaims.

64. MOSAID denies the allegations of Paragraph 64 of the Counterclaims.

65. MOSAID denies the allegations of Paragraph 65 of the Counterclaims.

66. MOSAID denies that an actual case or controversy exists between Infineon and MOSAID concerning unenforceability and, on that basis, denies the allegations of Paragraph 66 of the Counterclaims.

67. MOSAID denies the allegations of Paragraph 67 of the Counterclaims.

DEMAND FOR JURY TRIAL

68. MOSAID requests a trial by jury on all issues so triable.

INFINEON'S REQUEST FOR RELIEF ON ITS COUNTERCLAIMS

MOSAID denies that Infineon is entitled to any relief whatsoever.

DEFENSES

69. Each Infineon Counterclaim fails to state a claim upon which relief can be granted.

PRAYER FOR RELIEF

In addition to the relief requested by MOSAID in its Complaint for Patent Infringement, MOSAID respectfully requests the following relief:

A. That Infineon take nothing by virtue of its Counterclaims;

- B. That the Court dismiss Infineon's Counterclaims with prejudice; and
- C. That the Court award MOSAID its costs and attorneys' fees incurred in this action.

Dated: June 29, 2005

Respectfully submitted,

/s/ Michael E. Jones

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ATTORNEYS FOR
MOSAID TECHNOLOGIES INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on June 29, 2005. Any other counsel of record will be served by facsimile transmission and first class mail.

/s/ Michael E. Jones