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The Honorable Richard G. Andrews
United States District Judge
For the District of Delaware
844 North King Street
Wilmington, DE 19801

Re: Acceleration Bay LLC v. Activision Blizzard, Inc., et al, 15-228, 15-282, 15-311-RGA

Dear Judge Andrews:

I write in response to Plaintiff's letter of yesterday. Far from being "inapposite," *Diamond Coating* demonstrates that Boeing did not transfer ownership of the patents-in suit to Acceleration Bay. In *Diamond Coating*, the Federal Circuit held that a "Patent Assignment and Transfer Agreement" that purported to transfer title nevertheless failed to do so based on only two factors: (1) whether the transferee had received "the exclusive right to make, use, and sell" and (2) "the nature and scope of the patentee's retained right to sue accused infringers and license the patent." *Diamond Coating Techs., LLC v. Hyundai Motor Am., No. 2015-1844, 2016 WL 2865704, at *3* (Fed. Cir. May 17, 2016).

 D.I.
102-1, Ex. A, § 4.3(b). The same two factors that "resolve[d] the issue" in *Diamond Coating* here confirm that Acceleration Bay is "not a 'patentee' under 35 U.S.C. § 281." 2016 WL 2865704, at *3, 4. And, as set forth in the briefs on Defendants' Motion to Dismiss, there are a number of additional reasons as well.

Respectfully,

/s/ Jack B. Blumenfeld

Jack B. Blumenfeld (#1014)

JBB/dlw

cc: Clerk of the Court (Via Hand Delivery)
All Counsel of Record (Via Electronic Mail)