EXHIBIT 6

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April 2, 2021

VIA ELECTRONIC MAIL

Alfred R. Fabricant
Fabricant LLP
411 Theodore Fremd Road, Suite 206 South
Rye, NY 10580

Re: *AGIS Software Development LLC v. Uber Technologies Inc. d/b/a Uber*, No. 2:21-cv-00026 (E.D. Tex.)

Dear Counsel:

We write regarding U.S. Patent Nos. 7,630,724 ("'724 Patent"), 10,299,100 ("'100 Patent"), and 10,341,838 ("'838 Patent") (collectively, "the Asserted Patents"), which AGIS Software Development LLC ("AGIS") has included in its complaint against Uber in the above referenced case. Our investigation has revealed facts demonstrating that Microsoft is a co-owner of the Asserted Patents, and, as a result, AGIS cannot on its own satisfy the statutory requirements to allege infringement of the Asserted Patents. The claims with respect to the Asserted Patents must be dismissed.

More specifically, we have learned that named inventor Christopher R. Rice was employed by Microsoft at the time he purportedly assigned his rights to the Asserted Patents to a predecessor AGIS entity. Based on Mr. Rice's LinkedIn Profile, Mr. Rice was employed by Microsoft at least as early as August 2005 and until March 2016. In that same profile, Mr. Rice states that while at Microsoft, he developed, among other things, "networking systems" and "location determination cloud services." Consistent with that statement, at least one Microsoft patent, which identifies Mr. Rice as a named inventor, confirms that Mr. Rice's work at Microsoft included location-based technologies. *See, e.g.*, U.S. Patent No. 8,618,984, titled "Selecting Beacons for Location Inference." In its Complaint, AGIS alleges the Asserted Patents disclose and claim location-based technologies. *See, e.g.*, Complaint at ¶¶ 24, 50, 51, 82, 84, 99, 101, 102.

On April 14, 2006 and later on October 30, 2014, while employed by Microsoft, Mr. Rice executed inventor declarations that pertain to the Asserted Patents. On June 19, 2006 and subsequently on April 23, 2015, Mr. Rice purported to assign his rights to the alleged inventions disclosed in the Asserted Patents to a predecessor AGIS entity. This assignment, however, was invalid as Mr. Rice had already assigned such rights to Microsoft. When he

began his employment at Microsoft, Mr. Rice assigned to Microsoft all inventions he developed while employed with Microsoft. In 2005, the Microsoft Employment Agreement contained a provision in which the employee, at the time of his or her employment, assigned to Microsoft all inventions "conceive[d], develop[ed], reduce[d] to practice, or otherwise produce[d]" during his or her employment. Specifically, the relevant provision provides:

> I will promptly and fully disclose to MICROSOFT any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively "Inventions") that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my employment with MICROSOFT. Subject to the NOTICE below, I agree to grant and I hereby grant, transfer, and assign to MICROSOFT all my rights, title and interest in and to such inventions.

Thus, pursuant to this agreement, Mr. Rice assigned to Microsoft all of his inventions, including those disclosed in the Asserted Patents. When an employment agreement includes the language "hereby assign" like the relevant provision above, the Federal Circuit has held that language indicates a present assignment of future inventions. *See Bd. of Trustees of Leland Stanford Junior Univ. v. Roche Molecular Sys., Inc.*, 583 F.3d 832, 842 (Fed. Cir. 2009), *aff'd*, 563 U.S. 776, 131 S. Ct. 2188, 180 L. Ed. 2d 1 (2011) ("[T]he VCA's language of 'do hereby assign' effected a present assignment of Holodniy's future inventions to Cetus."). Thus, pursuant to this agreement, Microsoft "immediately gained equitable title" to Mr. Rice's inventions, and "once the invention[s] came into being[,] the transfer of title would occur by operation of law." *See id.*; *see also FilmTec Corp. v. Allied-Signal, Inc.*, 939 F.2d 1568, 1573 (Fed. Cir. 1991).

As Microsoft is a co-owner of the Asserted Patents, AGIS fails to satisfy the statutory requirements for bringing an infringement suit on its own, and these claims should be immediately dismissed. *See, e.g., Israel Bio-Engineering Project v. Amgen, Inc.*, 475 F.3d 1256, 1264-65 (Fed. Cir. 2007) ("Where one co-owner possesses an undivided part of the entire patent, that joint owner must join all the other co-owners to establish standing. … Absent the voluntary joinder of all co-owners of a patent, a co-owner acting alone will lack standing."); *see also AntennaSys, Inc. v. AQYR Techs., Inc.*, 976 F.3d 1374, 1378 (Fed. Cir. 2020) (failure to join all-co-owners as plaintiffs impacts a party's ability to satisfy the statutory prerequisites for bringing an infringement suit).

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Given that Uber is preparing its response to the Complaint, we would appreciate a response by April 9th. We look forward to hearing from you so that we may dispose of this quickly without any further effort or expense of either party.

Sincerely,

/s/ Mark Reiter

Mark Reiter

cc: Samuel F. Baxter
McKool Smith, P.C.
104 E. Houston Street, Suite 300
Marshall, Texas 75670

ATTACHMENTS

ATTACHMENT A

DOCKET ALARM

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