IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ST. CLAIR INTELLECTUAL PROPERTY CONSULTANTS, INC. Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., SAMSUNG TELECOMMUNICATIONS AMERICA, L.P., MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD., MATSUSHITA ELECTRIC CORPORATION OF AMERICA, VICTOR COMPANY OF JAPAN, LTD., JVC COMPANY OF AMERICA, NOKIA CORPORATION, NOKIA, INC., HEWLETT-PACKARD COMPANY, EASTMAN KODAK COMPANY, Defendants.	)	Civil Action No. 04-1436 JJF **JURY TRIAL DEMANDED**

PLAINTIFF ST. CLAIR INTELLECTUAL PROPERTY CONSULTANTS, INC.'S REPLY TO DEFENDANT NOKIA, INC.'S COUNTERCLAIMS

Plaintiff St. Clair Intellectual Property Consultants, Inc. ("St. Clair"), for its Reply to the Counterclaims asserted by Defendant Nokia, Inc. ("Nokia"), states and alleges as follows:

GENERAL DENIAL

Unless specifically admitted below, St. Clair denies each and every allegation set forth in Nokia's Counterclaims.

RESPONSE TO SPECIFIC ALLEGATIONS

In answer to the separately numbered paragraphs of Nokia's Counterclaims, St. Clair states the following:

1. St. Clair admits that in paragraph 1 of the Counterclaims Nokia alleges counterclaims for declarations of non-infringement, invalidity, and unenforceability, but denies that Nokia is entitled to any relief.

2. Upon information and belief, St. Clair admits the allegations in paragraph 2 of the Counterclaims.

3. St. Clair admits the allegations in paragraph 3 of the Counterclaims.

4. The allegations in paragraph 4 of the Counterclaims are legal conclusions and do not require a response. To the extent that a response is deemed to be required, St. Clair does not dispute that jurisdiction is proper under 28 U.S.C. §§ 1331, 1338, and 2201.

5. St. Clair admits the allegations in paragraph 5 of the Counterclaims.

6. St. Clair admits the allegations in paragraph 6 of the Counterclaims.

COUNT I

7. St. Clair admits that in paragraph 7 of the Counterclaims, Nokia repeats and re-alleges the allegations of paragraphs 1-6 and in response to paragraph 7, St. Clair restates and incorporates by reference its answers to paragraphs 1-6 and denies any allegation not expressly admitted.

8. St. Clair denies the allegations in paragraph 8 of the Counterclaims.

9. St. Clair denies the allegations in paragraph 9 of the Counterclaims.

10. St. Clair denies the allegations in paragraph 10 of the Counterclaims.

11. St. Clair denies the allegations in paragraph 11 of the Counterclaims.

12. St. Clair denies the allegations in paragraph 12 of the Counterclaims.

13. St. Clair denies the allegations in paragraph 13 of the Counterclaims.

14. St. Clair denies the allegations in paragraph 14 of the Counterclaims.

15. St. Clair denies the allegations in paragraph 15 of the Counterclaims.

16. St. Clair denies the allegations in paragraph 16 of the Counterclaims.

17. St. Clair denies the allegations in paragraph 17 of the Counterclaims.

18. St. Clair denies the allegations in paragraph 18 of the Counterclaims.

COUNT II

19. St. Clair admits that in paragraph 19 of the Counterclaims, Nokia repeats and re-alleges the allegations of paragraphs 1-18 and in response to paragraph 19, St. Clair restates and incorporates by reference its answers to paragraphs 1-18 and denies any allegation not expressly admitted.

20. St. Clair denies the allegations in paragraph 20 of the Counterclaims.

21. St. Clair denies the allegations in paragraph 21 of the Counterclaims.

22. St. Clair denies the allegations in paragraph 22 of the Counterclaims.

23. St. Clair denies the allegations in paragraph 23 of the Counterclaims.

24. St. Clair denies the allegations in paragraph 24 of the Counterclaims.

25. St. Clair denies the allegations in paragraph 25 of the Counterclaims.

26. St. Clair denies the allegations in paragraph 26 of the Counterclaims.

27. St. Clair denies the allegations in paragraph 27 of the Counterclaims.

28. St. Clair denies the allegations in paragraph 28 of the Counterclaims.

29. St. Clair denies the allegations in paragraph 29 of the Counterclaims.

30. St. Clair denies the allegations in paragraph 30 of the Counterclaims.

31. St. Clair denies the allegations in paragraph 31 of the Counterclaims.

COUNT III

32. St Clair admits that in paragraph 32 of the Counterclaims, Nokia repeats and re-alleges the allegations of paragraphs 1-31 and in response to paragraph 32, St. Clair restates and incorporates by reference its answers to paragraph 1-31 and denies any allegation not expressly admitted.

33. St. Clair denies the allegations in paragraph 33 of the Counterclaims.

34. St. Clair denies the allegations in paragraph 34 of the Counterclaims.

35. St. Clair denies the allegations in paragraph 35 of the Counterclaims.

36. St. Clair denies the allegations in paragraph 36 of the Counterclaims.

37. St. Clair denies the allegations in paragraph 37 of the Counterclaims.

38. St. Clair denies the allegations in paragraph 38 of the Counterclaims.

39. St. Clair denies the allegations in paragraph 39 of the Counterclaims.

40. St. Clair denies the allegations in paragraph 40 of the Counterclaims.

41. St. Clair denies the allegations in paragraph 41 of the Counterclaims.

42. St. Clair denies the allegations in paragraph 42 of the Counterclaims.

43. St. Clair denies the allegations in paragraph 43 of the Counterclaims.

44. St. Clair denies the allegations in paragraph 44 of the Counterclaims.

COUNT IV

45. St. Clair admits that in paragraph 45 of the Counterclaims, Nokia repeats and re-alleges the allegations of paragraphs 1-44 and in response to paragraph 45, St. Clair restates and incorporates by reference its answers to paragraphs 1-44 and denies any allegation not expressly admitted.

46. St. Clair denies the allegations in paragraph 46 of the Counterclaims.

47. St. Clair denies the allegations in paragraph 47 of the Counterclaims.

48. St. Clair denies the allegations in paragraph 48 of the Counterclaims.

49. St. Clair denies the allegations in paragraph 49 of the Counterclaims.

50. St. Clair denies the allegations in paragraph 50 of the Counterclaims.

51. St. Clair denies the allegations in paragraph 51 of the Counterclaims.

52. St. Clair denies the allegations in paragraph 52 of the Counterclaims.

53. St. Clair denies the allegations in paragraph 53 of the Counterclaims.

54. St. Clair denies the allegations in paragraph 54 of the Counterclaims.

55. St. Clair denies the allegations in paragraph 55 of the Counterclaims.

56. St. Clair denies the allegations in paragraph 56 of the Counterclaims.

57. St. Clair denies the allegations in paragraph 57 of the Counterclaims.

RESPONSE TO NOKIA'S PRAYER FOR RELIEF

St. Clair denies that Nokia is entitled to any relief whatsoever in this action, either as prayed for in its Counterclaims or otherwise.

AFFIRMATIVE DEFENSES

1. Nokia's Counterclaims fail to state a claim upon which relief can be granted.

2. St. Clair is the owner of the patents-in-suit, and any contrary claims of ownership are barred by 35 U.S.C. § 261, applicable statutes of limitation, laches and/or estoppel.

DEMAND FOR A JURY TRIAL

St. Clair hereby requests a trial by jury, pursuant to Rule 38 of the Federal Rules of Civil Procedure, on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, St. Clair denies that Nokia is entitled to any relief for its Counterclaims and prays for judgment in its favor as prayed for in the First Amended Complaint and against Nokia as follows:

A. Dismissing Nokia's Counterclaims with prejudice on the merits;

B. Awarding St. Clair its costs, disbursements and attorney's fees incurred in connections with the Counterclaims; and

C. Awarding St. Clair such other and further relief as the Court deems just, equitable and proper.

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CERTIFICATE OF SERVICE

I, Patricia P. McGonigle, hereby certify that on this 19th day of May 2005, a copy of the foregoing ***Plaintiff St. Clair Intellectual Property Consultants, Inc.'s Reply to Defendant Nokia, Inc.'s Counterclaims*** was served on counsel via United States Mail, postage prepaid, as follows:

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