

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

NANOLUMENS ACQUISITION INC.,)	
a Georgia Corporation, and)	
)	
NANOLUMENS, INC.,)	
a Georgia Corporation,)	
)	Civil Action File
Plaintiffs,)	No.: _____
)	
v.)	
)	
PIXELFLEX LLC.)	
a Tennessee Corporation,)	JURY TRIAL DEMANDED
)	
Defendant.)	
)	
_____)	

COMPLAINT

Plaintiffs, NanoLumens Acquisition Inc. and NanoLumens, Inc., state as their Complaint as follows:

I. THE PARTIES

1. Plaintiffs NanoLumens Acquisition Inc. and NanoLumens, Inc., (collectively “NanoLumens” or “Plaintiffs”) are Georgia Corporations, both with a principal place of business at 4900 Avalon Ridge Parkway, Norcross, Georgia 30071. NanoLumens Acquisition Inc. is the owner of the Patents-In-Suit, and NanoLumens, Inc. holds an exclusive license to the Patents-In-Suit.

2. Upon information and belief, PixelFlex LLC (“PixelFlex” or “Defendant”) is a Tennessee limited liability company with a principal place of business at 700 Cowan Street, Nashville, Tennessee 37207.

II. BACKGROUND ON NANOLUMENS

3. NanoLumens, Inc. is an award-winning creator of uniquely compelling interactive LED visualization solutions and has invested millions of dollars and man hours in the development of pioneering LED display innovations.

4. LEDs, or light-emitting diodes, are reliable, low-power, solid-state light sources that are used in a variety of applications, and increasingly in displays for televisions, monitors, and other electronic devices. In their simplest form, LEDs are semiconductor devices that emit light when an electric current is passed through it.

5. While LED-based displays have become more ubiquitous, the desire for flexible displays, both in terms of configuration options, and literal flexibility, has increased dramatically in recent years. It has proven difficult, however, to product a large flexible display, as manufacturing techniques used to produce small-scale displays have not proven readily scalable.

6. For many years, Plaintiffs have worked towards the vision of a universal modular flexible display that can be built in any size, shape, curvature, or pixel density.

7. NanoLumens, Inc. partners with clients to create uniquely compelling, interactive LED visualization solutions and is the fastest growing visualization company in the United States.

8. NanoLumens’ ultra-thin, lightweight, and energy efficient experiential LED displays have been used indoors and outdoors by clients worldwide in retail, transportation, corporate, gaming, higher education, sports arenas, and houses of worship.

9. In connection with its research and development efforts to improve LED display technology, Plaintiffs have developed multiple innovative technologies including those protected by the valid and subsisting United States patents referenced below.

III. JURISDICTION AND VENUE

10. This is an action for utility patent infringement arising from the unlawful conduct of defendant PixelFlex LLC (“Defendant”) and arising under the Patent Laws of the United States, 35 U.S.C. §1 *et seq.* and seeking injunctive relief under 35 U.S.C. §§ 281, 283.

11. This Court has subject matter jurisdiction over the cause of action set forth herein pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12. Venue is proper in this judicial district and division pursuant to 28 U.S.C. §§1391(b) and 28 U.S.C. §1400(b).

13. The Court has personal jurisdiction over Defendant because, upon information and belief, Defendant is a limited liability company formed in Tennessee that maintains its place of business at 700 Cowan Street, Nashville, Tennessee. Thus, Defendant conducts its business within this district.

IV. THE PATENTS-IN-SUIT

14. Plaintiffs own all right, title, and interest in U.S. Patent No. 8,963,895 (“the ‘895 Patent”). A true and correct copy of the ‘895 Patent is attached as Exhibit 1.

15. The subject matter of the ‘895 Patent relates to a ubiquitously mountable image display system.

16. The patent application that matured into the ‘895 Patent was filed with the U.S. Patent and Trademark Office on September 22, 2011, and was assigned application number

13/241,145 (“the ‘145 Application”). On February 24, 2015, the U.S. Patent and Trademark Office duly and properly issued the ‘895 Patent, and the patent remains in full force and effect.

17. Plaintiffs owns all right, title, and interest in U.S. Patent No. 9,159,707 (“the ‘707 Patent”). A true and correct copy of the ‘707 Patent is attached as Exhibit 2.

18. The subject matter of the ‘707 Patent relates to a flexible display.

19. The patent application that matured into the ‘707 Patent was filed with the U.S. Patent and Trademark Office on April 3, 2015, and was assigned application number 14/678,435 (“the ‘435 Application”). The ‘707 Patent is a continuation of Application No. 12/348,158, filed on January 2, 2009, which issued as U.S. Patent No. 9,013,367 (“the ‘367 Patent”). The ‘367 Patent claims priority to provisional application number 61/019,144, filed on January 4, 2008. On October 13, 2015, the U.S. Patent and Trademark Office duly and properly issued the ‘707 Patent, and the patent remains in full force and effect.

20. Plaintiffs owns all right, title, and interest in U.S. Patent No. 9,640,516 (“the ‘516 Patent”). A true and correct copy of the ‘516 Patent is attached as Exhibit 3.

21. The subject matter of the ‘516 Patent relates to a flexible display apparatus and methods.

22. The patent application that matured into the ‘516 Patent was filed with the U.S. Patent and Trademark Office on October 8, 2015, and was assigned application number 14/878,041 (“the ‘041 Application”). The ‘516 Patent is a continuation of the ‘707 Patent, which is described above in ¶ 19. On May 2, 2017, the U.S. Patent and Trademark Office duly and properly issued the ‘516 Patent, and the patent remains in full force and effect.

V. **THE CONTROVERSY: UTILITY PATENT INFRINGEMENT RELATED TO DEFENDANT'S TRUEFLEX LED DISPLAY**

23. The Defendant was explicitly made aware of the '895 and '707 Patents and its potential infringement of the '895 and '707 Patents on January 30, 2017, when PixelFlex signed for the January 25, 2017, letter of Ted Heske. Mr. Heske, the Director of Intellectual Property for NanoLumens sent this letter to PixelFlex notifying PixelFlex of the Patents-in-Suit and seeking more information about the accused products. A true and correct copy of this letter is attached hereto as Exhibit 4. In addition, PixelFlex has notice of the Patents-in-Suit and its infringement of the Patents-in-Suit as a result of the current complaint.

24. As a result of NanoLumens Acquisition Inc.'s ownership, and NanoLumens, Inc.'s license of the Patents-in-Suit, Plaintiffs have the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, importing, offering for sale, or selling its patented inventions, including the right to bring this action for injunctive relief and damages.

25. Upon information and belief, Defendant has engaged in the import, manufacture, use, offer for sale, and/or sale of products that infringe the Patents-in-Suit in violation of 35 U.S.C. § 271.

26. As one example of Defendant's infringing products, Defendant offers for sale on its website the TrueFlex family of flexible display products. The TrueFlex family of flexible display products includes at least the Model TFi-1.93, TFi-1.923, TFi-2.5, TFi-3, TFi-4, TFi-6, and TFi-10 products (collectively the "TrueFlex Products"). A true and correct copy of <http://pixelflexled.com/products/trueflex/> is attached hereto as Exhibit 5. (hereinafter "Product Webpage").

27. Upon information and belief, Defendant sells and offers for sale the TrueFlex Products within this judicial district and elsewhere throughout the United States.

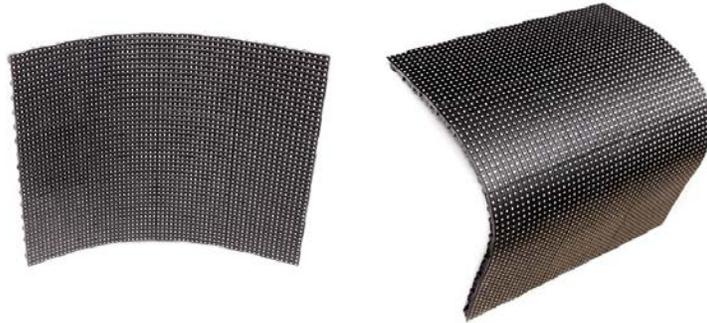
28. Plaintiffs have conducted a reasonable inquiry into Defendant's potential infringement and, based on the publicly available information and responses from Defendant to date, concluded that Defendant's TrueFlex Products infringe one or more claims of the Patents-in-Suit.

29. Plaintiffs' search has been unable to locate technical information to contradict that conclusion and NanoLumens has been unable to purchase any of the TrueFlex Products to evaluate because they are not available for direct purchase by the public. However, it is Plaintiffs' belief that in order for the TrueFlex Products to function as claimed by Defendant, the TrueFlex Products must necessarily infringe one or more claim of the Patents-in-Suit.

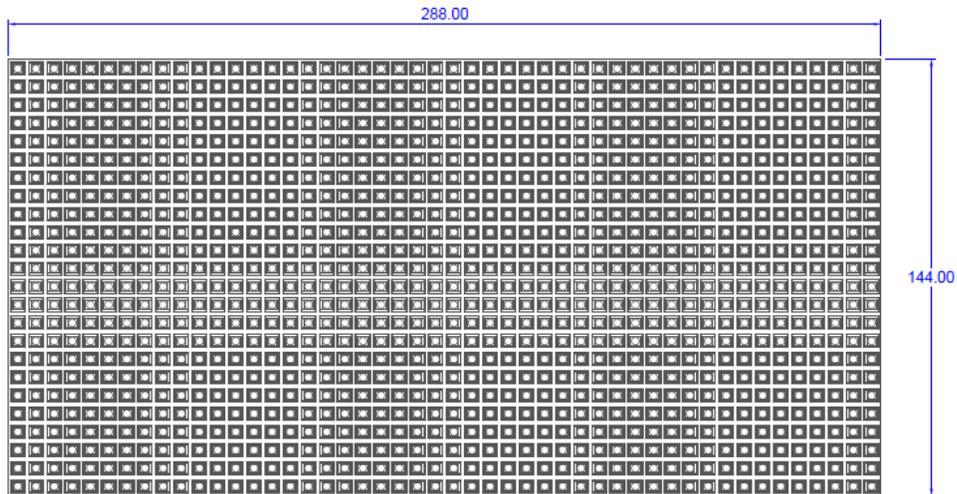
30. The Patents-in-Suit are generally directed to flexible LED panels containing uniformly placed pixels that can be affixed to structures in order to create a seamless display image. Plaintiffs' own product that embodies the technology claimed in the Patents-in-Suit enables NanoLumens to create curved displays made of flexible panels such as the one shown here:



31. Defendant's Product Webpage makes clear that Defendant uses flexible LED panels containing uniformly placed pixels as shown in the product images and drawings from Defendant's Product Webpage excerpted below:



(<http://pixelflexled.com/wp-content/uploads/2016/08/TrueFLEX-Create-Left.jpg>,
<http://pixelflexled.com/wp-content/uploads/2016/08/TrueFLEX-Create-right.jpg>).



FRONT VIEW

(*Excerpt from PixelFlex Outline Drawing 288mm x 144mm Panel, TrueFlex PNL 6mm x 6mm Pitch, Front View, Dated June 22, 2016 (available at: <http://pixelflexled.com/wp-content/uploads/2016/09/TrueFLEX-CADs-PDF-9-16.zip>), a true and correct copy of which is attached hereto as Exhibit 6 (hereinafter "Product Drawing").*)

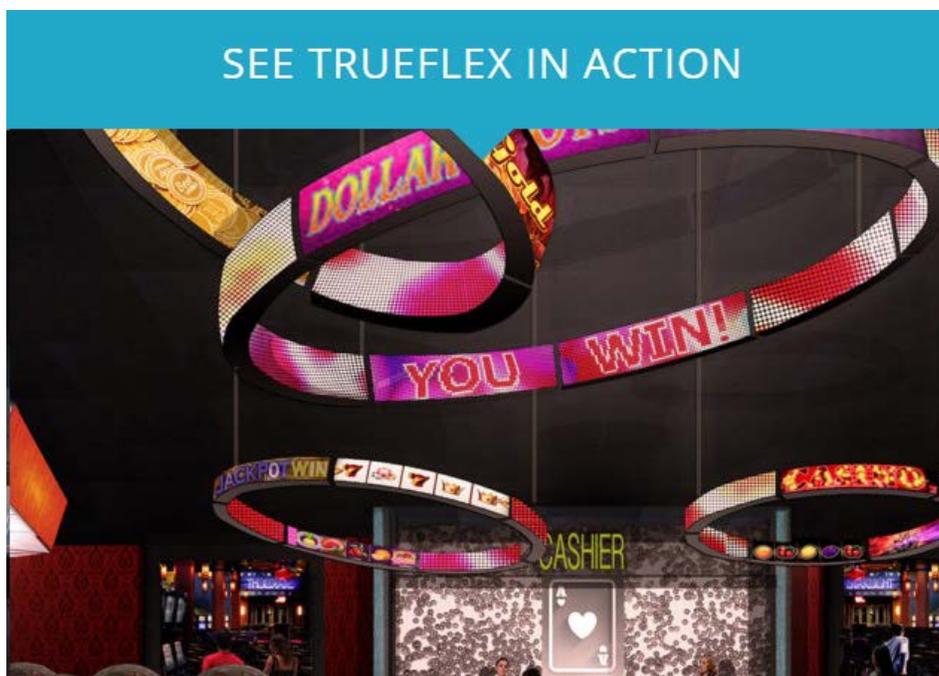
32. Defendant's Product Webpage further claims that the "high resolution modules . . . allow[] for high resolution video playback as well as creative architectural displays" and shows that the TrueFlex panels can be affixed to structures in order to create a display image:



HIGH RESOLUTION MODULES

A wide range of pitch options allows for high resolution video playback as well as creative architectural displays.

(Exhibit 5, <http://pixelflexled.com/products/trueflex/>)



(Exhibit 5, <http://pixelflexled.com/products/trueflex/>)

33. Defendant's website details dozens of installations of the TrueFlex Products (*see*, *e.g.*, <http://pixelflexled.com/category/news-media/news/>) (including over 100 news posts by defendant outlining various PixelFlex installations) and the frequent attendance at trade shows and events in the United States (*see*, <http://pixelflexled.com/tradeshows-events/>). At least a portion of these installations, tradeshows, and events evidence sales, offers for sale, and use of the TrueFlex Products within the United States.

34. In an effort to confirm its belief that the accused products infringe its patents, Plaintiffs, as a further component of their pre-filing inquiry, sent the January 25, 2017, letter to Defendant requesting a sample of the TrueFlex Products. Although the parties have had subsequent communications, none have been substantive and Defendant has not provided NanoLumens with a sample of the TrueFlex Products or any technical information to refute NanoLumens' claims of infringement.

35. As a result of the foregoing, Defendants should, at the very least, be ordered to allow Plaintiffs the early and expedited inspection of the TrueFlex Products.

A. Infringement of the '895 Patent

36. Defendant has directly infringed, contributed to the infringement of, and/or continues to induce users of the TrueFlex Products to infringe, one or more claims of the '895 Patent, by intentionally developing, making, using, marketing, advertising, providing, sending, importing, distributing, and/or selling the TrueFlex Products and accompanying documentation, materials, components, training, or support and aiding, abetting, encouraging, promoting or inviting the use thereof.

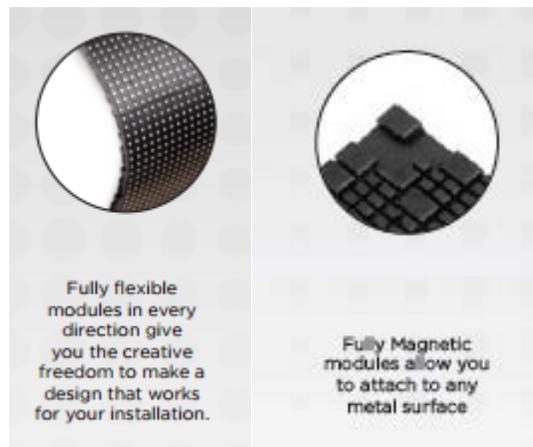
37. The TrueFlex Products include all elements of, for example, claim 6 of the '895 Patent.

38. By way of example, claim 6 of the '895 Patent recites “[a]n image display system.” (Exhibit 1, '895 Patent).

39. The TrueFlex Products are a family of image display systems offering “Limitless Curve and Flexibility,” allowing users to “[s]pice up your imaging landscape via seamless convex or concave curved video walls with angles, curves and just about any other creative design.” (*See*, Exhibit 5, Product Webpage).

40. Claim 6 of the '895 Patent further recites “a display screen component comprising a material that provides a plurality of post-manufacture mounting options including an ability to flex said display screen component to conform to a curvature of a curved mounting surface.” (Exhibit 1, '895 Patent).

41. As documented on the Product Webpage and in the Product Brochure, the TrueFlex Products include a display screen comprising a material that provides a plurality of post-manufacture mounting options, such a magnetic modules to attach to metal surfaces, and threaded fasteners for traditional mounting, as well as the ability to flex the display screen component to conform to a curvature of a curved mounting surface:

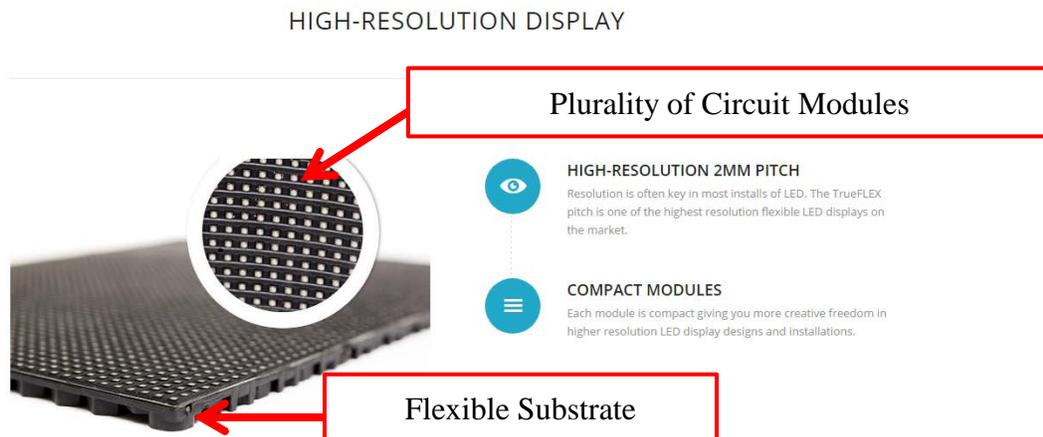


The most creative product to date in the PixelFLEX product line, **TrueFLEX** allows for more flexibility than ever before. Its ability to curve and attach to virtually any surface makes it perfect for those installations that call for a non traditional LED solution. **TrueFLEX** is an extremely high resolution product like no other.

(<http://pixelflexled.com/wp-content/uploads/2016/12/PixelFLEX-TrueFLEX-111616.pdf>, a true and correct copy of which is attached hereto as Exhibit 7) (hereinafter “Product Brochure”).

42. Claim 6 of the '895 Patent further recites “a plurality of circuit modules, each comprising a light source.” (Exhibit 1, '895 Patent).

43. As documented on the Product Webpage, the TrueFlex Products include a plurality circuit modules, each comprising a light source as illustrated below:



(Exhibit 5, Product Webpage; additional text added by Plaintiffs)

44. As detailed on the Product Webpage, the TrueFlex Product displays incorporate a plurality of light emitting circuit modules, specifically, SMD 3 in 1 LEDs:

Parameter	Flexible LED Modules					
Model	TFI-2.5n	TFI-2.5o	TFI-3	TFI-4	TFI-6	TFI-10
Pixel Pitch	2.5mm	2.5mm	3mm	4mm	6mm	10mm
LED Type	SMD 3 in 1					
Pixel Density (PSM)	160,000	160,000	110,889	62,500	27,778	10,000

(Exhibit 7, Product Brochure)

45. SMD LEDs, also known as Surface Mounted Devices, are a special type of LED that include multiple diodes mounted in a single rigid package or board having a non-functional edge and an adjacent region devoid of any conductor.¹

46. Claim 6 of the '895 Patent further recites the "plurality of circuit modules attached to said display screen on a back surface." (Exhibit 1, '895 Patent).

47. As documented on the Product Webpage, the plurality of circuit modules attached to the display screen in the TrueFlex Products are mounted to a flexible back surface as illustrated below:

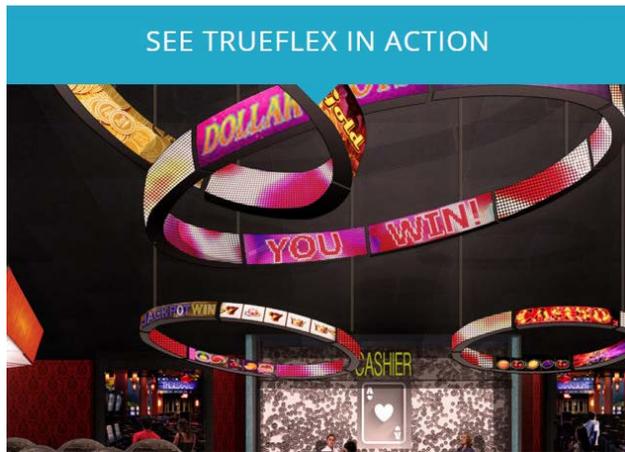
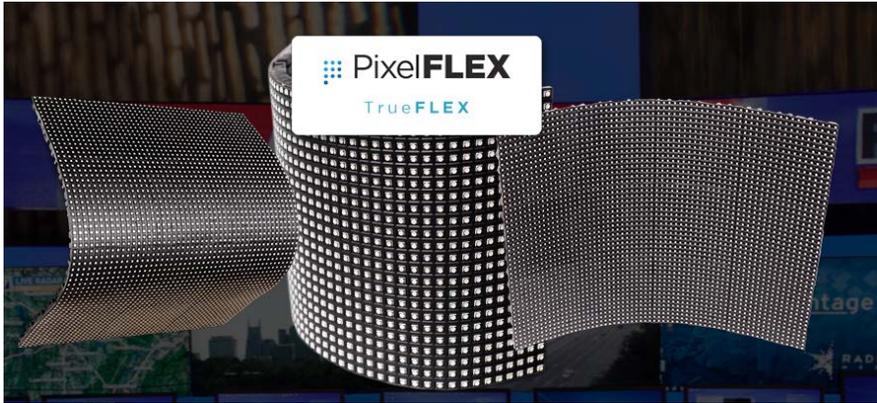
¹ See, e.g., <https://alphaview.wordpress.com/2010/11/15/what-is-led-display-rgb-smd-3in1-virtual-pixel-real-pixel-etc/> (Discussing SMD 3in1 and related LED display technologies).



(Exhibit 5, Product Webpage; additional text added by Plaintiffs)

48. Claim 6 of the ‘895 Patent further recites the circuit modules are mounted “in an arrangement that cooperatively provides for flexing of said display screen component without substantially distorting an image displayed on a viewing surface of said display screen component when said display screen component is mounted on said curved mounting surface.” (Exhibit 1, ‘895 Patent).

49. The plurality of circuit modules attached to the display screen in the TrueFlex Products are mounted in an arrangement that cooperatively provides for flexing of the screen component without substantially distorting the image displayed on the viewing surface when the screen is mounted on a curved viewing surface as illustrated in the images from the excerpts from the Product Webpage below:



(Exhibit 5, Product Webpage)

B. Infringement of the '707 and '516 Patents

50. Defendant has directly infringed, contributed to the infringement of, and/or continues to induce users of the TrueFlex Products to infringe, one or more claims of the '707 and '516 Patents, by intentionally developing, making, using, marketing, advertising, providing, sending, importing, distributing, and/or selling the TrueFlex Products and accompanying documentation, materials, components, training, or support and aiding, abetting, encouraging, promoting or inviting the use thereof.

51. The TrueFlex Products include all elements of, for example, claim 1 of the '707 Patent and claim 1 of the '516 Patent.

52. By way of example, claim 1 of the '707 and the '516 Patents recite “[a] flexible display.” (Exhibit 2, '707 Patent; Exhibit 3, '516 Patent).

53. The TrueFlex Products are a family of flexible displays offering “Limitless Curve and Flexibility,” allowing users to “[s]pice up your imaging landscape via seamless convex or concave curved video walls with angles, curves and just about any other creative design.” (*See*, Exhibit 5, Product Webpage).

54. Claim 1 of the '707 and the '516 Patents further recite “a plurality of light emitting rigid chixels affixed to a flexible substrate, said plurality of light emitting rigid chixels collectively providing a visible display, said flexible display having both vertical and horizontal directions defined in the plane of said visible display.” (Exhibit 2, '707 Patent; Exhibit 3, '516 Patent).

55. As documented on the Product Webpage, the TrueFlex Product includes a plurality of light emitting rigid chixels mounted to a flexible substrate as illustrated below:

HIGH-RESOLUTION DISPLAY



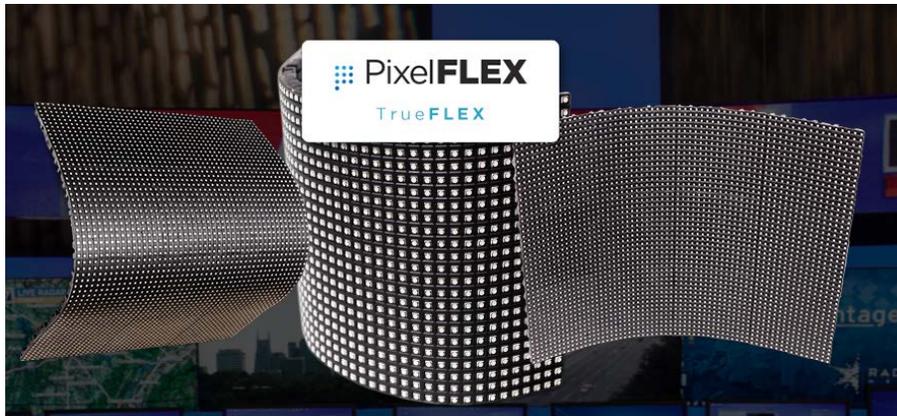
(Exhibit 5, Product Webpage; additional text added by Plaintiffs)

56. Collectively, these light emitting chixels provide a visible display as shown on the Product Webpage:



(Exhibit 5, Product Webpage)

57. As shown in the Product Drawing and images on the Product Webpage, the TrueFlex Product's flexible display has both vertical and horizontal directions defined in the plane of said visible display.



(Exhibit 5, Product Webpage)

58. Claim 1 of the '707 and the '516 Patents further recite chixels comprising “a plurality of light emitting pixels affixed to a rigid substrate, said rigid substrate having a non-functional edge and an adjacent region devoid of any conductor.” (Exhibit 2, '707 Patent; Exhibit 3, '516 Patent).

59. As detailed on the Product Webpage, the TrueFlex Product display incorporates a plurality of light emitting pixels affixed to a rigid substrate, specifically, SMD 3 in 1 LEDs:

Parameter	Flexible LED Modules					
Model	TFI-2.5n	TFI-2.5o	TFI-3	TFI-4	TFI-6	TFI-10
Pixel Pitch	2.5mm	2.5mm	3mm	4mm	6mm	10mm
LED Type	SMD 3 in 1					
Pixel Density (PSM)	160,000	160,000	110,889	62,500	27,778	10,000

(Exhibit 7, Product Brochure)

60. SMD LEDs, also known as Surface Mounted Devices, are a special type of LED that include multiple diodes mounted in a single rigid package or board having a non-functional edge and an adjacent region devoid of any conductor.²

² See, e.g., <https://alphaview.wordpress.com/2010/11/15/what-is-led-display-rgb-smd-3in1-virtual-pixel-real-pixel-etc/> (Discussing SMD 3in1 and related LED display technologies)

61. Claim 1 of the '707 Patent further recites the "plurality of light emitting pixels arranged upon said rigid substrate to provide a spaced array of pixels providing a plurality of substantially equal first pixel gaps between adjacent light emitting pixels in both vertical and horizontal directions." (Exhibit 2, '707 Patent).

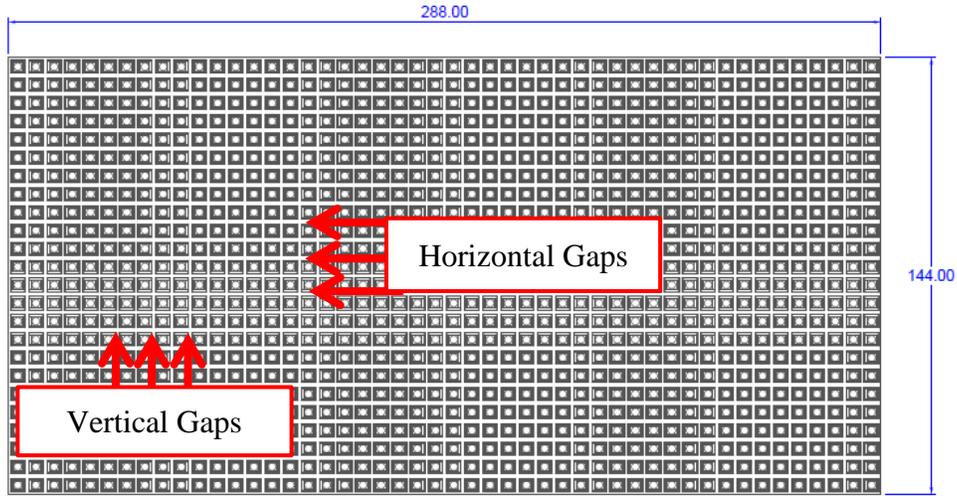
62. Claim 1 of the '516 Patent further recites the "plurality of light emitting pixels arranged upon said rigid substrate to provide a spaced array of pixels providing a plurality of substantially equal first pixel gaps between adjacent light emitting pixels in a vertical direction." (Exhibit 3, '516 Patent).

63. The TrueFlex Products' SMD LEDs are arranged upon the rigid substrate as discussed above to provide a spaced array of pixels that provides a plurality of substantially equal first pixel gaps between adjacent light emitting pixels in both the vertical and horizontal directions.

64. Claim 1 of the '707 Patent further recites the "plurality of light emitting rigid chixels arranged upon said flexible substrate to provide a spaced array of chixels, said spaced array of chixels providing a plurality of substantially equal second pixel gaps disposed across said non-functional edges between adjacent light emitting pixels in both vertical and horizontal directions." (Exhibit 2, '707 Patent).

65. Claim 1 of the '516 Patent further recites the "plurality of light emitting rigid chixels arranged upon said flexible substrate to provide a spaced array of chixels, said spaced array of chixels providing a plurality of substantially equal second pixel gaps disposed across said non-functional edges between adjacent light emitting chixels in both vertical and horizontal directions." (Exhibit 3, '516 Patent).

66. The TrueFlex Products’ plurality of light emitting rigid chixels are arranged upon the flexible substrate as discussed above to provide a spaced array of chixels that provides a plurality of substantially equal second pixel gaps disposed across the non-functional edges between adjacent light emitting pixels (or chixels, as in the ‘516 Patent) in both vertical and horizontal directions as noted on the excerpt of the Product Drawing below:



FRONT VIEW

(Exhibit 6, Product Drawing; additional text added by Plaintiffs)

67. Claim 1 of the ‘707 and ‘516 Patents further recites that the display is “further characterized in that each of said plurality of first pixel gaps is substantially equal to each of said plurality of second pixel gaps across said flexible display.” (Exhibit 2, ‘707 Patent; Exhibit 3, ‘516 Patent).

68. The TrueFlex Products displays are further characterized in that each of the plurality of first pixel gaps is substantially equal to each of the plurality of second pixel gaps across the flexible display, as evidenced by the display’s “[f]ully flexible module in every direction” as claimed on the Product Brochure:



(Exhibit 7, Product Brochure)

69. As a direct and proximate consequence of the importation, manufacture, sale, use, and/or offer for sale of the TrueFlex Products by Defendant, should the TrueFlex Products be found to fall within one or more claims of the Patents-in-Suit, Plaintiffs have suffered and continues to suffer damages as a direct and proximate result of Defendant's infringement and will suffer additional and irreparable harm or injury unless Defendant is permanently enjoined by this Court from continuing its infringement. NanoLumens has no adequate remedy at law.

COUNT ONE – UTILITY PATENT INFRINGEMENT:
U.S. PATENT NO. 8,963,895

70. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as though fully set forth herein.

71. Upon information and belief, Defendant has engaged in the importation, manufacture, use, offer for sale, and/or sale of products that infringe one or more claims of the '895 Patent in violation of 35 U.S.C. § 271. The infringing products imported, made, used, offered for sale, and/or sold by Defendant include, but are not necessarily limited to, the TrueFlex Products discussed herein.

72. Defendant has infringed and is currently infringing, literally and/or under the doctrine of equivalents, the '895 Patent by, among other things, making, using, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, products that infringe one or more claims of the '895 Patent, including but not limited to the TrueFlex Products.

73. Plaintiffs have suffered and continue to suffer damages as a direct and proximate result of Defendant's infringement and will suffer additional and irreparable harm or injury unless Defendant is permanently enjoined by this Court from continuing its infringement. NanoLumens has no adequate remedy at law.

74. Defendant has been aware of the '895 Patent since at least January 25, 2017. Alternatively, Defendant has been aware of the '895 Patent at least from the date of this Complaint.

75. Defendant's infringing product(s) compete with NanoLumens in the market in which the '895 Patent is used. The channels through which NanoLumens and Defendant sell their products are similar and overlap. Plaintiffs have invested substantially in their products, but Defendant's advertising and sale of the TrueFlex Products, online and elsewhere, disrupt Plaintiffs' ability to market and launch their novel products free from unlawful competition. Such disruption presents an immediate and substantial injury to Plaintiffs, including substantial lost revenue, likely price erosion due to Defendant's avoided development costs, and the loss of the good will associated with bringing this innovation to market.

76. Defendant also indirectly infringes the '895 Patent in violation of 35 U.S.C. § 271(b) and (c). Defendant induced and is inducing infringement of the '895 Patent by, among other things, actively and knowingly aiding and abetting others to directly make, use, offer for

sale, sell, and/or import within this judicial district and elsewhere in the United States, without license or authority, for example, the TrueFlex Products, which fall within the scope of at least claim 6 of the '895 Patent. On information and belief Defendant provides directions, instructions, and/or other materials that encourage and facilitate infringing use by others. Defendant has sold and is selling at least the TrueFlex Products with the knowledge and intent that customers who buy the product will commit infringement by using the product, and, therefore, those customers have been and are directly infringing the '895 Patent.

77. Defendant has contributorily and is currently contributorily infringing the '895 Patent, in violation of 35 U.S.C. § 271(c), by, among other things, selling, offering for sale, and/or importing into this judicial district and elsewhere in the United States, without license or authority, products, for example, the TrueFlex Products, or components of those products which constitute a material part of the '895 Patent, knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '895 Patent, including but not limited to claim 6, and are not staple articles of commerce suitable for substantial non-infringing use.

78. Having been previously notified of its infringing acts, the infringement by Defendant of the '895 Patent continues to be willful and deliberate, and, therefore, Plaintiffs are entitled to damages, including enhanced damages, under 35 U.S.C. § 284.

79. As a direct and proximate result of the infringement of the '895 Patent by Defendant, Plaintiffs have suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. Plaintiffs also have been damaged and, until an injunction issues, will continue to be damaged in an amount yet to be determined.

80. In the absence of an injunction, Defendant reasonably possesses the capability to continue infringement of the '895 Patent.

81. Plaintiffs are entitled to: (a) damages adequate to compensate it for Defendant's infringement; (b) its attorneys' fees and costs; (c) a permanent injunction; and (d) such other and further relief as justice requires.

COUNT TWO – UTILITY PATENT INFRINGEMENT:
U.S. PATENT NO. 9,159,707

82. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as though fully set forth herein.

83. Upon information and belief, Defendant has engaged in the importation, manufacture, use, offer for sale, and/or sale of products that infringe one or more claims of the '707 Patent in violation of 35 U.S.C. § 271. The infringing products imported, made, used, offered for sale, and/or sold by Defendant include, but are not necessarily limited to, the TrueFlex Products discussed herein.

84. Defendant has infringed and is currently infringing, literally and/or under the doctrine of equivalents, the '707 Patent by, among other things, making, using, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, products that infringe one or more claims of the '707 Patent, including but not limited to the TrueFlex Products.

85. Plaintiffs have suffered and continue to suffer damages as a direct and proximate result of Defendant's infringement and will suffer additional and irreparable harm or injury unless Defendant is permanently enjoined by this Court from continuing its infringement. NanoLumens has no adequate remedy at law.

86. Defendant has been aware of the '707 Patent since at least January 25, 2017. Alternatively, Defendant has been aware of the '707 Patent at least from the date of this Complaint.

87. Defendant's infringing product(s) compete with NanoLumens in the market in which the '707 Patent is used. The channels through which NanoLumens and Defendant sell their products are similar and overlap. Plaintiffs have invested substantially in their products, but Defendant's advertising and sale of the TrueFlex Products, online and elsewhere, disrupts Plaintiffs' ability to market and launch their novel products free from unlawful competition. Such disruption presents an immediate and substantial injury to Plaintiffs', including substantial lost revenue, likely price erosion due to Defendant's avoided development costs, and the loss of the good will associated with bringing this innovation to market.

88. Defendant also indirectly infringes the '707 Patent in violation of 35 U.S.C. § 271(b) and (c). Defendant induced and is inducing infringement of the '707 Patent by, among other things, actively and knowingly aiding and abetting others to directly make, use, offer for sale, sell, and/or import within this judicial district and elsewhere in the United States, without license or authority, for example, the TrueFlex Products, which fall within the scope of at least claim 1 of the '707 Patent. On information and belief Defendant provides directions, instructions, and/or other materials that encourage and facilitate infringing use by others. Defendant has sold and is selling at least the TrueFlex Products with the knowledge and intent that customers who buy the product will commit infringement by using the product, and, therefore, those customers have been and are directly infringing the '707 Patent.

89. Defendant has contributorily and is currently contributorily infringing the '707 Patent, in violation of 35 U.S.C. § 271(c), by, among other things, selling, offering for sale,

and/or importing into this judicial district and elsewhere in the United States, without license or authority, products, for example, the TrueFlex Products, or components of those products which constitute a material part of the '707 Patent, knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '707 Patent, including but not limited to claim 1, and are not staple articles of commerce suitable for substantial non-infringing use.

90. Having been previously notified of its infringing acts, the infringement by Defendant of the '895 Patent continues to be willful and deliberate, and, therefore, Plaintiffs are entitled to damages, including enhanced damages, under 35 U.S.C. § 284.

91. As a direct and proximate result of the infringement of the '707 Patent by Defendant, Plaintiffs have suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. Plaintiffs also have been damaged and, until an injunction issues, will continue to be damaged in an amount yet to be determined.

92. In the absence of an injunction, Defendant reasonably possesses the capability to continue infringement of the '707 Patent.

93. Plaintiffs are entitled to: (a) damages adequate to compensate it for Defendant's infringement; (b) its attorneys' fees and costs; (c) a permanent injunction; and (d) such other and further relief as justice requires.

COUNT THREE – UTILITY PATENT INFRINGEMENT:
U.S. PATENT NO. 9,640,516

94. Plaintiffs reallege and incorporate by reference each of the foregoing paragraphs as though fully set forth herein.

95. Upon information and belief, Defendant has engaged in the importation, manufacture, use, offer for sale, and/or sale of products that infringe one or more claims of the

'516 Patent in violation of 35 U.S.C. § 271. The infringing products imported, made, used, offered for sale, and/or sold by Defendant include, but are not necessarily limited to, the TrueFlex Products discussed herein.

96. Defendant has infringed and is currently infringing, literally and/or under the doctrine of equivalents, the '516 Patent by, among other things, making, using, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, products that infringe one or more claims of the '516 Patent, including but not limited to the TrueFlex Products.

97. Plaintiffs have suffered and continue to suffer damages as a direct and proximate result of Defendant's infringement and will suffer additional and irreparable harm or injury unless Defendant is permanently enjoined by this Court from continuing its infringement. NanoLumens has no adequate remedy at law.

98. Defendant has been aware of the '516 Patent at least from the date of this Complaint.

99. Defendant's infringing product(s) compete with NanoLumens in the market in which the '516 Patent is used. The channels through which NanoLumens and Defendant sell their products are similar and overlap. Plaintiffs have invested substantially in their products, but Defendant's advertising and sale of the TrueFlex Products, online and elsewhere, disrupts Plaintiffs' ability to market and launch their novel products free from unlawful competition. Such disruption presents an immediate and substantial injury to Plaintiffs', including substantial lost revenue, likely price erosion due to Defendant's avoided development costs, and the loss of the good will associated with bringing this innovation to market.

100. Defendant also indirectly infringes the '516 Patent in violation of 35 U.S.C. § 271(b) and (c). Defendant induced and is inducing infringement of the '516 Patent by, among other things, actively and knowingly aiding and abetting others to directly make, use, offer for sale, sell, and/or import within this judicial district and elsewhere in the United States, without license or authority, for example, the TrueFlex Products, which fall within the scope of at least claim 1 of the '516 Patent. On information and belief Defendant provides directions, instructions, and/or other materials that encourage and facilitate infringing use by others. Defendant has sold and is selling at least the TrueFlex Products with the knowledge and intent that customers who buy the product will commit infringement by using the product, and, therefore, those customers have been and are directly infringing the '516 Patent.

101. Defendant has contributorily and is currently contributorily infringing the '516 Patent, in violation of 35 U.S.C. § 271(c), by, among other things, selling, offering for sale, and/or importing into this judicial district and elsewhere in the United States, without license or authority, products, for example, the TrueFlex Products, or components of those products which constitute a material part of the '516 Patent, knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '516 Patent, including but not limited to claim 1, and are not staple articles of commerce suitable for substantial non-infringing use.

102. As a direct and proximate result of the infringement of the '516 Patent by Defendant, Plaintiffs have suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. Plaintiffs also have been damaged and, until an injunction issues, will continue to be damaged in an amount yet to be determined.

103. In the absence of an injunction, Defendant reasonably possesses the capability to continue infringement of the '516 Patent.

104. Plaintiffs are entitled to: (a) damages adequate to compensate it for Defendant's infringement; (b) its attorneys' fees and costs; (c) a permanent injunction; and (d) such other and further relief as justice requires.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter the following in their favor and against Defendant as follows:

- A. A judgment in favor of NanoLumens on all its claims against Defendant;
- B. A judgment that Defendant has violated 35 U.S.C. § 271 by infringing, directly or indirectly, and literally or under the doctrine of equivalents, one or more claims of the '895, '707, and '516 Patents;
- C. A judgment awarding NanoLumens damages adequate to compensate for Defendant's infringement, but in no event less than a reasonable royalty under 35 U.S.C. § 284, in an amount to be determined at trial;
- D. A judgment that Defendant's patent infringement has been and continues to be willful, and a trebling of damages;
- E. A judgment declaring that this is an exceptional case and awarding Plaintiffs their actual costs, expenses, and reasonable attorneys' fees under 35 U.S.C. § 285;
- F. A judgment that Defendant and its respective officers, agents, servants, employees, and attorneys, and all other persons who are in active concert or participation with them are enjoined, preliminarily and permanently, from further infringement of the '895, '707, and '516 Patents;

- G. A judgment awarding NanoLumens pre-judgment and post-judgment interest; and
- H. A judgment awarding such further equitable or other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), NanoLumens demands a trial by jury of all issues triable of right by a jury.

THIS 9th day of June, 2017.

/Paige Waldrop Mills/
Tennessee State Bar No. 16218
BASS, BERRY & SIMS PLC
150 Third Avenue South
Suite 2800
Nashville, Tennessee 37201
Telephone: 615.742.7770
Facsimile: 615.742.0429
Email: PMills@bassberry.com

Ann G. Fort (*pro hac vice to be filed*)
Georgia State Bar No. 269995
Anna C. Halsey (*pro hac vice to be filed*)
Georgia State Bar No. 208034
North Carolina State Bar No. 31437
Walter S. Freitag (*pro hac vice to be filed*)
Georgia State Bar No. 510393
EVERSHEDS SUTHERLAND (US) LLP
999 Peachtree Street NE
Suite 2300
Atlanta, Georgia 30309
Telephone: 404.853.8000
Facsimile: 404.853.8806
Email: annfort@eversheds-sutherland.com
annahalsey@eversheds-sutherland.com
walterfreitag@eversheds-sutherland.com

Attorneys for Plaintiff NanoLumens, Inc.

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