

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

NANOLUMENS ACQUISITION INC.,
4900 Avalon Ridge Parkway,
Norcross, Georgia 30071
a Georgia Corporation, and

NANOLUMENS, INC.,
4900 Avalon Ridge Parkway,
Norcross, Georgia 30071
a Georgia Corporation,

Plaintiffs,

v.

GABLE SIGNS & GRAPHICS, INC.
7948 Ft. Smallwood Road
Baltimore, Maryland 21226
Anne Arundel County
a Maryland Corporation,

d/b/a GABLEVISION
d/b/a GABLESIGNS
d/b/a GABLE
d/b/a THE GABLE COMPANY

Defendant.

Civil Action File
No.: 17-cv-1592

JURY TRIAL DEMANDED

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”) 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, Gable Signs & Graphics, Inc. is a Maryland Corporation with a principal place of business at 7948 Ft. Smallwood Road, Baltimore, Maryland 21226.

3. Upon information and belief, Gable Signs & Graphics, Inc. owns and has registered at least the following additional trade names: GableVision, GableSigns, Gable, and The Gable Company. Gable Signs & Graphics, Inc., as well as these additional trade names, will be referred to hereinafter collectively as “Defendant” or “Gable.”

II. BACKGROUND ON NANOLUMENS

4. 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.

5. 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.

6. 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 produce a large flexible display, as manufacturing techniques used to produce small-scale displays have not proven readily scalable.

7. 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.

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

9. 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.

10. In connection with their 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

11. This is an action for utility patent infringement arising from the unlawful conduct of 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.

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

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

14. The Court has personal jurisdiction over Defendant because, upon information and belief, Defendant is a Maryland corporation that maintains its place of business at 7948 Ft. Smallwood Road, Baltimore, Maryland 21226. Thus, Defendant conducts its business within this district.

IV. THE PATENTS-IN-SUIT

15. 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.

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

17. 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.

18. 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.

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

20. 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.

21. 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.

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

23. 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 ¶ 20. 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 FLEXIBLE LED DISPLAYS

24. The Defendant was explicitly made aware of the '895 and '707 Patents and its potential infringement of the '895 and '707 Patents on May 10, 2017, when an authorized person signed for the May 8, 2017, letter of Ted Heske. Mr. Heske, the Director of Intellectual Property for NanoLumens sent this letter to Gable notifying Gable of the '895 and '707 Patents and seeking more information about the accused products. A true and correct copy of this letter is attached hereto as Exhibit 4. In addition, Gable has notice of the Patents-in-Suit and its infringement of the Patents-in-Suit as a result of the current complaint.

25. 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.

26. 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.

27. As one example of Defendant's infringing products, Defendant provides a case study on its website showing the displays created for a company named Uniqlo, which includes displays such as this one:



(“Uniqlo Disney Display”). A true and correct copy of http://gablecompany.com/case_study/uniqlo/ is attached hereto as Exhibit 5. (hereinafter “Uniqlo Case Study”).

28. In addition, Defendant describes using curved displays made of LED panels as part of the work done at Aventura Mall:

Aventura Mall

At 2.7 million square feet, Aventura Mall is the largest conventional shopping mall in Florida and the third largest shopping center in the United States. The mall tapped Gable to install an array of high-resolution digital displays, creating a new LED digital environment with a dynamic system of full-color, 6mm high resolution signage.

Gable’s design team customized each display to maximize the visitor experience. Ranging from 150 to 500 square feet, the displays are designed to fit every element of the mall — with some curved and others shaped specifically for their architectural environments. Providing stunning clarity, the displays automatically adjust brightness as natural light comes and goes through the mall’s skylights.

A true and correct copy of http://gablecompany.com/case_study/simon-shopping-centers/ is attached hereto as Exhibit 6 (hereinafter “Aventura Displays”).

29. Upon information and belief, Defendant sells and offers for sale infringing displays like the Uniqlo Disney Display or the Aventura Displays within this judicial district and elsewhere throughout the United States.

30. Plaintiffs have conducted a reasonable inquiry into Defendant's potential infringement and, based on the publicly available information and responses – or lack thereof - from Defendant to date, concluded that it is likely that the products used in the Uniqlo Case Study, including, but not limited to, the Uniqlo Disney Display, as well as the curved LED displays used in the Aventura Displays, infringe one or more claims of the Patents-in-Suit.

31. Plaintiffs' search has been unable to locate technical information to contradict that conclusion, Defendant has provided no information to contradict this conclusion, and NanoLumens has been unable to purchase any of Defendant's products to evaluate because they are not available for direct purchase by the public. However, it is Plaintiffs' belief that in order for the Uniqlo Disney Display to function as it appears to, the components comprising the Uniqlo Disney Display must necessarily infringe one or more claim of the Patents-in-Suit. Similarly, in order to create curved LED displays and LED displays "shaped specifically for their architectural environment," NanoLumens believe the curved LED Aventura Displays must similarly infringe.

32. The Patents-in-Suit are generally directed to flexible LED panels 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:



33. The Uniqlo Case Study shows and describes Defendant using a very similar design in the Uniqlo Disney Display:



34. The Uniqlo Case Study further describes the materials used in its displays as “high-resolution LED video displays” that are “perfect to show off Uniqlo’s bright red logo,” thus

confirming that the Uniqlo Disney Display constitutes an LED display. (*See* Ex. 5, Uniqlo Case Study).

35. The Aventura Displays are similarly described as LED displays that include curved displays and displays “shaped specifically for their architectural environment.” (*See* Ex. 6, Aventura Displays)

36. In an effort to confirm its belief that the Uniqlo Disney Display, Aventura Displays and similar displays infringe its patents, Plaintiffs, as a further component of their pre-filing inquiry, sent the May 8, 2017, letter to Defendant requesting a sample of the display modules used in the Uniqlo Disney Display and Aventura Displays. Although NanoLumens has made numerous efforts to communicate with Defendant, Defendant has not responded, nor has Defendant provided NanoLumens with the requested samples or any technical information to refute NanoLumens’ claims of infringement.

37. As a result of the foregoing, Defendants should, at the very least, be ordered to allow Plaintiffs the early and expedited inspection of the display modules used in the Uniqlo Disney Display and Aventura Displays.

38. As a direct and proximate consequence of the importation, manufacture, sale, use, and/or offer for sale of the flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays by Defendant, should these 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

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

40. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays discussed herein.

41. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays.

42. 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.

43. Defendant has been aware of the '895 Patent since at least May 10, 2017. Alternatively, Defendant has been aware of the '895 Patent at least from the date of this Complaint.

44. 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 flexible LED display modules used in the Uniqlo Disney Display and

Aventura Displays, 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.

45. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays 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.

46. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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.

47. 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.

48. 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.

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

50. 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

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

52. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays discussed herein.

53. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays.

54. 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.

55. Defendant has been aware of the '707 Patent since at least May 10, 2017. Alternatively, Defendant has been aware of the '707 Patent at least from the date of this Complaint.

56. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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.

57. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays 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.

58. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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.

59. Having been previously notified of its infringing acts, the infringement by Defendant of the '707 Patent continues to be willful and deliberate, and, therefore, Plaintiffs are entitled to damages, including enhanced damages, under 35 U.S.C. § 284.

60. 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.

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

62. 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

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

64. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays discussed herein.

65. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays.

66. 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.

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

68. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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.

69. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays 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.

70. 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 flexible LED display modules used in the Uniqlo Disney Display and Aventura Displays, 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.

71. 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.

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

73. 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.

/s/ Wilson G. Barmeyer
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