



**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 and 35 U.S.C. § 281 for claims arising under 35 U.S.C. §§ 1 *et seq.*, the Patent Laws of the United States.

5. This Court has personal jurisdiction over Defendant PMI because it has purposely availed itself of the laws of the State of Illinois and this judicial district, including as described in paragraphs 7–9 below, which are incorporated by reference herein. Personal jurisdiction is proper here because Defendant has sufficient minimum contacts with Illinois such that the maintenance of this suit does not offend traditional notions of fair play and substantial justice. Personal jurisdiction over Defendant is further vested in this Court under the provisions of one or more sections of the Illinois Compiled Statutes, 735 ILCS §§ 5/2-201 through 5/2-213.

6. Venue lies in this Court pursuant to 28 U.S.C. § 1391.

**RELEVANT FACTS**

7. Ignite develops, manufactures, markets, offers for sale, and sells specialty drinking containers, such as its “West Loop,” “Aria,” “Astor,” and “Sport” products.

8. Defendant has manufactured, marketed, offers for sale, and/or sold a drinking container labeled “Vacuum Insulated Mug[]” at Costco locations in at least this judicial district. Ignite purchased such a product (the “Representative Drinking Container”) at a Costco in this district. Among other features, the Representative Drinking Containers advertise that they include a “PUSH-BUTTON LID WITH LEAK-LOCK™.” An image of the product purchased by Ignite, is shown below:



9. Defendant has applied for a trademark with the U.S. Patent and Trademark Office, application serial number 86/551,711, for the mark LEAK-LOCK for use with “Beverage containers sold empty, namely, bottles, mugs, tumblers, and water bottles all sold empty.”

10. On information and belief, Defendant PMI also offers for sale, sells and/or otherwise distributes products with or through various retailers that operate in Illinois and in this judicial district, including, for example, Ace Hardware, Kmart, CVS, Crate and Barrel, Wal-Mart, Rite Aid, Meijer Inc., Costco, and Target, which contain the LEAK-LOCK marked feature.

**COUNT I**  
**PATENT INFRINGEMENT (U.S. PAT. NO. 8,360,267)**

11. Ignite hereby charges Defendant with infringement of U.S. Patent No. 8,360,267 in violation of Title 35, United States Code §§ 271 *et seq.*, and realleges by reference Paragraphs 1-9 above.

12. U.S. Patent No. 8,360,267 entitled “Drinking container having locking drinking orifice and vent aperture” (“the ’267 patent”) issued on January 29, 2013. A true and accurate copy of the ’267 patent is attached as EXHIBIT A.

13. The ’267 patent is still in full force and effect, and its claims are presumed valid under the Patent Laws of the United States.

14. Ignite is the sole owner, by assignment, of the entire right, title and interest in and to the ’267 patent.

15. Claim 10 of the ’267 patent claims the following invention:

A locking mechanism for a drinking container having a container body defining a container cavity, and a lid covering the container cavity, the locking mechanism comprising:

a stop on the lid;

a button member moveable in a first direction from a first position, where the button member is prevented from being actuated, to a second position about the lid assembly, the button member further being moveable in a second direction when the button is disposed in the second position, the button member having a locking portion thereto, the locking portion being adjacent the stop when the button member is disposed in the first position and,

a manifold, the button member being connected in a sliding engagement to the manifold, the manifold operably operating a seal assembly.

16. The Representative Drinking Container described in Paragraph 8 above includes the following elements, as shown in the images below:



17. Defendant has been and still is directly infringing and/or inducing the infringement of at least claim 10 of the '267 patent, either literally or under the doctrine of equivalents, by at least making, using, selling, offering for sale and/or importing for sale in the United States, without license or authority, products covered by the '267 patent, including, for example, the Representative Drinking Containers, such as shown in Paragraph 16 above.

18. Defendant PMI has been provided with actual or constructive of the '267 patent in accordance with 35 U.S.C. § 287(a), and Defendant has continued to infringe the '267 patent.

19. Upon information and belief, Defendant's actions complained of herein will continue unless enjoined by this Court.

20. Ignite has been damaged and irreparably harmed by Defendant infringement of the '267 patent in an amount as yet undetermined, and will continue to be damaged and irreparably harmed by such activities unless Defendant's infringing activities are enjoined by this Court.

21. On information and belief, Defendant's infringement of the '267 patent has been willful, deliberate and intentional.

22. This infringement action is an exceptional case under 35 U.S.C. § 285, and as such Ignite is entitled to an award of reasonable attorney's fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Ignite USA, LLC prays for the following relief:

1. Judgment that Defendant is liable for infringement of the '267 patent.
2. An award of damages to Ignite due to infringement of the '267 patent, pursuant to 35 U.S.C. § 271, including pre-judgment and post-judgment interest, pursuant to 35 U.S.C. § 284.
3. An award of treble damages against Defendant due to its deliberate and willful patent infringement of the '267 patent, pursuant to 35. U.S.C. § 284.
4. That Defendant and its officers, agents, servants, employees, attorneys, and all other persons in active concert and/or participation with them who receive notice, be permanently enjoined and restrained from further infringing the '267 patent, during the remaining term thereof, pursuant to 35 U.S.C. § 283.
5. An order impounding and destroying all of Defendant's products that infringe the '267 patent.
6. That Defendant be directed to file in Court, and to serve on Ignite, within thirty (30) days after entry of the above injunction, a report in writing, under oath, setting forth in detail the manner and form in which it has complied with the injunction.
7. A finding that this case is exceptional pursuant to 35 U.S.C. § 285, and awarding Ignite its costs, disbursements, and attorney fees for this action.

8. That this Court award such other and further relief to Ignite as the Court deems just.

**JURY DEMAND**

Ignite requests a trial by jury on all issues so triable.

Respectfully submitted,

IGNITE USA, LLC

Dated: February 3, 2016

By: /s/ Jonathan M. Cyrluk  
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