

**UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA
(Fort Lauderdale Division)**

ATMOS NATION, LLC,
a Nevada Limited Liability Company, and
ATMOS TECHNOLOGY, LLC,
a Florida Limited Liability Company,

Plaintiffs,

v.

ALL FUN GIFTS DISTRIBUTION, INC.,
a North Carolina corporation,
d/b/a/ BUCK NAKED ECIGS,
PULSAR VAPORIZERS, and
JAYSON REED MAGURA,,
an individual,
JOHN and JANE DOE 1-10, and
JOHN and JANE DOE CORPORATIONS 1-
10
all whose names are unknown,

Case No:

Judge:

Defendants.

**VERIFIED COMPLAINT FOR
DAMAGES AND PERMANENT INJUNCTIVE RELIEF**

Plaintiff, ATMOS NATION, LLC, a Nevada Limited Liability Company, and ATMOS TECHNOLOGY, LLC, a Florida Limited Liability Company (herein collectively referred to as “Plaintiffs” or “ATMOS”), by and through its undersigned counsel, for its complaint against Defendants ALL FUN GIFTS DISTRIBUTION, INC. (“AFG”), d/b/a BUCK NAKED ECIGARETTES & d/b/a PULSAR VAPORIZERS, JAYSON REED MAGURA, JOHN AND JANE DOE 1-10, and JOHN AND JANE DOE CORPORATIONS 1-10, alleges:

Count I – WILLFUL INFRINGEMENT OF PATENT NO. D 695, 450, “The ‘450 Patent”,

Count II: WILLFUL INFRINGEMENT OF PATENT NO. D 720, 094 “The ‘094 Patent”,

Count III: WILLFUL INFRINGEMENT OF PATENT NO. D 720, 095 “The ‘095 Patent”,

Count IV – WILLFUL TRADE DRESS INFRINGEMENT AND UNFAIR COMPETITION

(SECTION 43(A) OF THE LANHAM ACT: 15 U.S.C. §1125(A)),

Count V- COMMON LAW TRADE DRESS INFRINGEMENT

Count VI – FALSE DESIGNATION OF ORIGIN, FALSE REPRESENTATIONS, AND FALSE ADVERTISING

Count VII – FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (Florida Statutes §§ 501.204, 501.2015, and 501.211,

Count VIII – UNJUST ENRICHMENT,

and as grounds for support thereof, states as follows:

INTRODUCTION

1. This is an action for infringement of several patents awarded to ATMOS Nation, LLC and ATMOS Technology, LLC, specifically design patents US D695, 450 (the “450 patent”) US D720, 094 (the “094 patent”), US D720, 095 (the “095 patent”), (herein collectively referred to as the “granted patents”). The granted patents are owned by ATMOS and were invented by Mr. Charly Benassayag of Miami, Florida and Mr. Yariv Alima of Plantation, Florida.

2. Plaintiffs are in the business of designing, marketing, and selling portable vaporizers, e-cigarettes, and their accessories throughout the United States and the World under the brand name ATMOS RX®. ATMOS is among the most prominent, best-selling, and innovative vaporizer companies in the United States and throughout the World. ATMOS has been selling the ATMOS RX® Vaporizer since on or about 2011.

3. Vaporizers provide their users with a healthier way to inhale tobacco, eucalyptus,

hops, chamomile, lavender, lemon, balm, sage, thyme, aromatherapy, dry herbs, and aromatic oils with a reduced negative impact on their health. Vaporizers break down substances into a vapor. Vaporization releases the essential, active elements of a substance, and virtually eliminates second hand smoke.

4. Since the acquisition of the first design patent, ATMOS has since filed over forty patents, forty trademarks, and plurality of copyrights.

5. Furthermore, ATMOS have zealously engaged in protecting their intellectual property all over the world.

6. The '450 patent discloses a "portable pen-sized herb vaporizer." The application for the '450 patent was filed on December 14, 2012. The '450 patent was granted to ATMOS for a term of fourteen-years on December 10, 2013 (a true and correct copy of the '450 patent is attached hereto as **EXHIBIT-A.**)

7. The '095 patent discloses a "mini vaporizer." The application for the '095 patent was filed on October 4, 2013. The '095 patent was granted to ATMOS for a term of fourteen-years on December 23, 2014 (a true and correct copy of the '095 patent is attached hereto as **EXHIBIT-B.**)

8. The '094 patent discloses a "vaporizer". The application for the '094 patent was filed on October 4, 2013. The '094 patent was granted to ATMOS for a term of fourteen-years on December 23, 2014 (a true and correct copy of the '094 patent is attached hereto as **EXHIBIT-C.**)

9. ATMOS is the owner of all rights, title, and interest in the granted patents by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the granted patents.

10. The granted patents were the result of the labor and ingenuity of the two named inventors of the granted patents, Mr. Charly Benassayag of Miami, Florida and Mr. Yariv Alima of Plantation, Florida.

11. The inventions disclosed and claimed in the granted patents have been recognized by those in the industry as a major milestone in the field of vaporizer technology.

12. Defendants are distributing products that infringe on ATMOS's granted patents. The infringement of said granted patents is the subject of this action.

PARTIES

13. Plaintiff ATMOS Nation is a Nevada Limited Liability Company, with its principal place of business in Davie, Florida at 4800 SW 51st St. #106, Davie, FL, 33314.

14. Plaintiff ATMOS Technology is a Florida Limited Liability Company, with its principal place of business in Davie, Florida at 4800 SW 51st St. #106, Davie, FL, 33314.

15. Defendant AFG DISTRIBUTION, INC. d/b/a Pulsar Vaporizers and d/b/a Buck Naked ECigarettes ("AFG"), is a North Carolina Corporation and fully-online distributor with its principal place of business in Asheville, North Carolina. AFG has a service address of 128 Bingham Road, Suite 700, Asheville, North Carolina 28806.

16. Defendant JAYSON REED MAGURA ("MAGURA") is the President and CEO of AFG, Inc. and has been the moving force behind all infringing activity herein.

17. AFG operates as parent company for PULSAR VAPORIZERS ("PULSAR") and BUCK NAKED ECIGARETTES ("BUCK NAKED").

18. PULSAR is a fully-online distributor that acts under the control of AFG. The website for PULSAR is www.pulsarvaporizers.com. PULSAR's registered agent is Defendant MAGURA.

19. BUCK NAKED is a fully-online distributor that acts under the control of AFG. The website for BUCK NAKED is www.bucknakedecigs.com. BUCK NAKED'S registered agent is Defendant MAGURA.

20. Defendants John and Jane Does 1-10 (the "Individual Defendants") are individuals whose names and addresses are unknown.

21. Defendants John Doe Corporations 1-10 (the "Corporate Defendants") are corporations, the names and addresses of residences which are unknown.

22. Due to the complexities of tracking all sources and entities engaged in the present factual allegations, ATMOS reserves right of adding individuals and/or corporations upon discovery.

JURISIDCTION AND VENUE

23. Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1338, in that this action arises under federal statute, the patent laws of the United States (35 U.S.C. §§ 1, *et seq.*)

24. Defendant is subject to general and specific personal jurisdiction of this Court by virtue of their minimum contacts with Florida, including but not limited to:

a. The Defendants' actions targeted ATMOS, a well-known vaporizer company, headquartered in Davie, Florida.

b. Defendants have a pervasive web presence via their websites www.pulsarvaporizers.com, www.bucknakedecigs.com, and www.afgdistribution.com, through which they routinely ship orders to customers in Florida.

c. Defendants have sold products that infringe ATMOS' patent rights in this state and judicial district.

d. ATMOS has suffered injury within this state and judicial district while Defendants have carried on solicitation and service activities here, essentially making them “at-home”.

e. The Court’s exercise of personal jurisdiction over Defendants comports with the Due Process clause of the United States Constitution.

25. Venue lies in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and § 1400(a) and (b). Because Defendants are subject to personal jurisdiction in this district, they are thus deemed to reside in the district under § 1391(c) (2), and thus venue is proper under § 1391(b) (1). Further, under § 1391(b)(2), a substantial part of the events giving rise to this claim occurred in this district, including but not limited to the development of the invention claimed in the patent that is the subject of this action and the prosecution of that patent, and because ATMOS resides in this district. Venue is also proper under § 1400(b) because Defendants have committed acts of infringement in this district and maintains a regular and established place of business in this district.

26. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow ATMOS to enforce state law claim against Defendants in this Court for violations of the Florida law, and to grant such relief as provided under state law, including injunctive relief, restitution, costs and attorneys' fees, and such other relief to which the State of Florida may be entitled.

27. All conditions precedent to this action have been met through performance, waiver, or otherwise.

28. ATMOSs have retained the undersigned law firm to represent them in this action and are obligated to pay those firms a reasonable fee for their services.

FACTUAL ALLEGATIONS

29. ATMOS is informed and believes, and thereon alleges, that Defendants have been, and currently are, selling, offering to sell, and importing and/or exporting products that infringe claims of the granted patents, including at least the Pulsar SuperNova (infringes ‘450), Pulsar SuperNova Mini (infringes ‘095), the Pulsar Axis (infringes ‘094), and the Buck Naked Elite (infringes ‘094)(Defendant’s infringing products will collectively be referred to herein as “the infringing products”).)

30. Upon information and belief, Defendants have sold hundreds of thousands of the infringing products through their interactive websites, www.afgdistribution.com, pulsarvaporizers.com, and bucknakedecigs.com, in which they sell vaporizers throughout the United States, inclusive of Florida.

31. AFG does business as several different entities, all under the control of Defendant Jayson Reed Magura. In this action, AFG committed infringement doing business under “Buck Naked ECigarettes” and “Pulsar Vaporizers”.

32. On February 16, 2015, Plaintiff sent Defendant AFG d/b/a BuckNaked ECigarettes a letter demanding that it cease and desist all sales of the Buck Naked Elite. On August 3, 2015, Plaintiff sent Defendants a final letter demanding that it cease and desist all sales of the Buck Naked Elite. (copies of the two demand letters are attached hereto as **EXHIBIT-D**).

33. On September 21, 2015, Plaintiff sent Defendant AFG d/b/a Pulsar Vaporizers a letter demanding that it cease and desist all sales of the Pulsar SuperNova (a copy of the demand letter is attached hereto as **EXHIBIT-E**).

34. On September 21, 2015, Plaintiff sent Defendant AFG d/b/a Pulsar Vaporizers a letter demanding that it cease and desist all sales of the Pulsar Axis (a copy of the demand letter is attached hereto as **EXHIBIT-F**).

35. Based on Plaintiff's prior communication with Defendants, Defendants have been on notice of the existing granted patents on ATMOS products. Defendants have not remedied the misconduct after being put notice of the infringement. Therefore, Defendants' acts are malicious and deliberate.

36. As a result of Defendants' actions, Defendants continues to profit off distribution of products infringing on the granted patents.

37. As a result of Defendants' actions, ATMOS continues to suffer damages for a sum to be determined at trial. The amount of damages will continue to accrue until the Defendants are enjoined from selling the infringing products.

**COUNT [I]: WILLFUL INFRINGEMENT OF
PATENT NO. D 695, 450, "The '450 Patent"
(Pulsar SuperNova)**



38. ATMOS realleges and incorporates herein the preceding paragraphs 1-37 of this Complaint.

39. Defendants or an agent of Defendants acting under Defendants' direction and control, has been, and currently is, infringing the '450 patent in violation of 35 U.S.C. § 271 and all causes of action thereunder, by selling and offering to sell in this judicial district and elsewhere throughout the United States, and importing into, and exporting from, the United States, without license or authority from ATMOS, the **Pulsar SuperNova**, to the damage and injury of Atmos.

40. ATMOS is informed and believes, and on this basis alleges, that Defendants have been, and currently are, contributorily infringing on the granted patents, in violation of 35 U.S.C. § 271(c), by, as a distributor, selling or offering for sale to third parties, in this judicial district and throughout the United States, components that embody a material part of the inventions described in the granted patents, known by Defendants to be especially made or especially adapted for use in infringement of the granted patent, and are not staple articles of commodities suitable for substantial, non-infringing use, including at least the **Pulsar SuperNova**. Defendants have done so without license or authority from Atmos.

41. Since Defendant was aware of the circumstances and chose to not comply with ATMOS demand letter of **September 21, 2015**, Defendants actions are willful.

42. ATMOS is informed and believes, and on this basis alleges, that these third parties have infringed and will infringe the granted patents by using the infringing products in violation of 35 U.S.C. § 271(a).

43. ATMOS is informed and believes, and on this basis alleges, that the acts of infringement by AFG have been, and continue to be, willful, intentional, and in conscious

disregard of Atmos' rights in the granted patents.

44. Unless enjoined by the Court, Defendants will continue to infringe the granted patents.

45. As a direct and proximate result of Defendants' infringement of the granted patents, ATMOS has suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. ATMOS has also been damages and, until an injunction issues, will continue to be damage in an amount yet determined.

COUNT [II]: WILLFUL INFRINGEMENT OF

PATENT NO. D 720, 094 "The '094 Patent"

(Pulsar Axis)

(BuckNaked Elite)



Atmos Jewel

Buck Naked Elite

Pulsar Axis

46. ATMOS realleges and incorporates herein the preceding paragraphs 1– 45 of this Complaint.

47. Defendants or an agent of Defendants acting under Defendants' direction and control, has been, and currently is, infringing the '094 patent in violation of 35 U.S.C. § 271 and

all causes of action thereunder, by selling and offering to sell in this judicial district and elsewhere throughout the United States, and importing into, and exporting from, the United States, without license or authority from ATMOS, at least the **BuckNaked Elite** and **Pulsar Axis** to the damage and injury of Atmos.

48. ATMOS is informed and believes, and on this basis alleges, that Defendants have been, and currently are, contributorily infringing on the granted patents, in violation of 35 U.S.C. § 271(c), by, as a distributor, selling or offering for sale to third parties, in this judicial district and throughout the United States, components that embody a material part of the inventions described in the granted patents, known by Defendants to be especially made or especially adapted for use in infringement of the granted patent, and are not staple articles of commodities suitable for substantial, non-infringing use, including at least the infringing products. Defendants have done so without license or authority from Atmos.

49. Since Defendant was aware of the circumstances and chose to not comply with ATMOS demand letters of **February 16, 2015, August 3, 2015 (Elite), and September 21, 2015 (Axis)**, Defendants actions are willful.

50. ATMOS is informed and believes, and on this basis alleges, that these third parties have infringed and will infringe the granted patents by using the infringing products in violation of 35 U.S.C. § 271(a).

51. ATMOS is informed and believes, and on this basis alleges, that the acts of infringement by AFG have been, and continue to be, willful, intentional, and in conscious disregard of Atmos' rights in the granted patents.

52. Unless enjoined by the Court, Defendants will continue to infringe the granted patents.

53. As a direct and proximate result of Defendants' infringement of the granted patents, ATMOS has suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. ATMOS has also been damages and, until an injunction issues, will continue to be damage in an amount yet determined.

**COUNT [III]: WILLFUL INFRINGEMENT OF
PATENT NO. D 720, 095 "The '095 Patent"
(Pulsar SuperNova Mini)**



54. ATMOS realleges and incorporates herein the preceding paragraphs 1– 53 of this Complaint.

55. ATMOS is informed and believes, and on this basis alleges, that Defendants have been, and currently is, selling, offering to sell, and importing and/or exporting products that infringe claims of the '095 patent, including at least the **Pulsar SuperNova Mini**.

56. ATMOS is informed and believes, and on this basis alleges, that the infringing products are being sold through AFG distribution channels.

57. ATMOS is informed and believes, and on this basis alleges, that Defendants or an

agent of Defendants acting under Defendants' direction and control, has been, and currently is, infringing the '095 patent in violation of 35 U.S.C. § 271 and all causes of action thereunder, by selling and offering to sell in this judicial district and elsewhere throughout the United States, and importing into, and exporting from, the United States, without license or authority from ATMOS, infringing products, including at least the **Pulsar SuperNova Mini**, to the damage and injury of Atmos.

58. ATMOS is informed and believes, and on this basis alleges, that Defendants have been, and currently are, contributorily infringing on the granted patents, in violation of 35 U.S.C. § 271(c), by, as a distributor, selling or offering for sale to third parties, in this judicial district and throughout the United States, components that embody a material part of the inventions described in the granted patents, known by Defendants to be especially made or especially adapted for use in infringement of the granted patent, and are not staple articles of commodities suitable for substantial, non-infringing use, including at least the infringing products. Defendants have done so without license or authority from Atmos.

59. Since Defendant was aware of the circumstances and chose to not comply with ATMOS demand letters Defendants actions are willful.

60. ATMOS is informed and believes, and on this basis alleges, that these third parties have infringed and will infringe the granted patents by using the infringing products in violation of 35 U.S.C. § 271(a).

61. ATMOS is informed and believes, and on this basis alleges, that the acts of infringement by AFG have been, and continue to be, willful, intentional, and in conscious disregard of Atmos' rights in the granted patents.

62. Unless enjoined by the Court, Defendants will continue to infringe the granted

patents.

63. As a direct and proximate result of Defendants' infringement of the granted patents, ATMOS has suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. ATMOS has also been damages and, until an injunction issues, will continue to be damage in an amount yet determined.

**COUNT [IV]: WILLFUL TRADE DRESS INFRINGEMENT AND
UNFAIR COMPETITION
(SECTION 43(A) OF THE LANHAM ACT: 15 U.S.C. §1125(A))**

64. ATMOS realleges and incorporates herein the preceding paragraphs 1– 63 of this Complaint.

65. As set forth above, ATMOS as owned a valid and protectable interest in ATMOS RX® Marks since before the acts of Defendants complained of herein. As a result of ATMOS' continuous, exclusive and extensive promotion and sale of ATMOS RX® Vaporizers in commerce and the commercial success of their vaporizers, ATMOS' unique Trade Dress has developed secondary meaning amongst the relevant consumers as an identifier of the source of the vaporizers.

66. Due to ATMOS' expansive advertising campaign and other efforts, ATMOS' trade dress is widely recognized by the general consuming public as a source of ATMOS RX® Goods.

67. ATMOS RX® Products are sold throughout the World. Since 2011, ATMOS RX®'s brand recognition and the strength of its trade dress have continued to grow. As such, ATMOS' trade dress is a strong mark, and became well-known before the Defendants began selling or advertising the Infringing Product.

68. The features that comprise ATMOS' trade dress are non-functional, and rather a

matter of aesthetics, which is likely to now and in the future, cause confusion, mistake or deception as to the affiliation, connection or association of the Defendants with the ATMOS RX® Vaporizers, and as to the origin, sponsorship or approval of Defendants' goods, in violation of Section 43 of the Lanham Act, 15 U.S.C.

69. Defendants misappropriated ATMOS' trade dress without the consent of ATMOS in a manner that is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of the Plaintiff's goods.

70. The Defendants' misappropriation of the ATMOS trade dress has created consumer confusion, reputational harm, and damage to the ATMOS brand in the market place.

COUNT [V] – COMMON LAW TRADE DRESS INFRINGEMENT

71. ATMOS realleges and incorporates by reference the averments of the preceding paragraphs 1 - 70 as though fully set forth herein.

72. Defendants have used in commerce, without ATMOS' consent, trade dress that is confusingly similar to ATMOS' trade dress.

73. Defendants have used in commerce, and continue to use, without ATMOS' consent, trade dress that is confusingly similar to ATMOS' trade dress.

74. Defendants' use of such trade dress is likely to cause confusion, deception, or mistake among consumers, in violation of Florida Common Law.

75. Here, the combination of Atmos product color scheme and acquisition of design patents constitute protectable trade dress. The users of Atmos products are not of sophisticated nature in that the products are not marketed to professionals.

76. Therefore, consumer confusion will continue occur if Defendant's continue to distribute the infringing products.

77. ATMOS is entitled to an award of damages from the Defendants for the loss of business and other monetary losses that ATMOS has suffered and will continue to suffer in the future as a proximate result of Defendants' misappropriation and infringement of ATMOS' trade dress. Alternatively, ATMOS is entitled to recover damages in an amount equivalent to the amount of profits that the Defendants have derived and may continue to derive as a result of their unlawful misappropriation and infringement of ATMOS' trade dress.

78. The Defendants' use of the ATMOS' trade dress has caused actual confusion in the marketplace.

79. As a direct and proximate result of Defendants' infringement, ATMOS has suffered damages.

COUNT [VI] FEDERAL FALSE DESIGNATION OF ORIGIN, FALSE REPRESENTATIONS, AND FALSE ADVERTISING

80. ATMOS realleges and incorporates by reference the averments of the preceding paragraphs 1 - 79 as though fully set forth herein

81. Defendants' use of ATMOS' marks is likely to cause and has caused consumers mistakenly to believe that the Defendants have an affiliation with ATMOS, or that Defendants websites: www.pulsarvaporizers.com and www.bucknakedecigs.com is sponsored or approved of by ATMOS, or that Defendants are otherwise associated with or have obtained permission from ATMOS.

82. By engaging in the activities described above, Defendants have made and is making false, deceptive and misleading statements constituting false representations and false advertising made in connection with services distributed in interstate commerce in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

83. Defendant acts of unfair competition and false advertising have caused irreparable

injury to ATMOS' goodwill and reputation in an amount that cannot be ascertained at this time and, unless restrained, will cause further irreparable injury, leaving ATMOS with no adequate remedy at law.

COUNT [VII] – FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

(Florida Statutes §§ 501.204, 501.2015, and 501.211)

84. ATMOS realleges and incorporates by reference the averments of the paragraphs 1 - 83 as though fully set forth herein

85. Defendants, after being put on notice, continue to engage in their infringing behavior.

86. Defendants have intentionally defrauded the public by misleading customers into believing they are the innovators of the products they sold and/or are represented by, or have an intellectual property relationship with, Atmos.

87. The products depicted on Defendants' advertisements and solicitations and sold throughout the United States are similar or identical to ATMOS and/or contain the ATMOS RX® Marks and are designed to deceive or confuse the public.

88. The Defendants' acts constitute unlawful, unfair or fraudulent business acts, practices or competition in violation of Florida Common Law.

89. As a result of Defendant's actions, there is a risk of confusion in that on-line customers who had visited Defendants websites will believe ATMOS provides its intellectual property to Defendants for their own use.

90. As a result of the Defendants' unfair competition, ATMOS has been damaged.

91. Unless the Defendants' unfair competition is enjoined by the Court, the Defendants' will continue their unfair competition and otherwise continue to cause irreparable

damage and injury to the Plaintiffs.

COUNT [VIII] – UNJUST ENRICHMENT

92. ATMOS realleges and incorporates by reference paragraphs 1- 91 above as if fully set forth herein.

93. ATMOS has been damaged by Defendants’ acts and omissions which have resulted in unjust enrichment to Defendants.

94. These acts include Defendants, without the authorization of ATMOS, using ATMOS intellectual property for their own financial gain, and confusing customers to believe Defendants are the intellect behind the infringing products.

95. Without authorization, Defendants obtained services from ATMOS for the use of the granted patents and then failed and refused to compensate ATMOS.

96. The Defendants’ acts complained of herein constitute unjust enrichment of under the common law of the State of Florida.

97. Defendants should be required to disgorge all monies, profits, and gains which they have obtained or will unjustly obtain in the future at the expense of ATMOS, and a constructive trust should be imposed thereon for the benefit of the ATMOS.

PRAYER FOR RELIEF

WHEREFORE, ATMOS Nation, LLC, and ATMOS Technology, LLC, prays for relief as follows:

- A. A judgement that the granted patents are infringed by Defendant;
- B. A judgement that the granted patents are valid and enforceable;
- C. A judgement that the Defendants’ infringement of the granted patents is willful;

- D. An order preliminarily and permanently enjoining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, affiliates, attorneys, and all others in active concert or participation with any of the foregoing, from further acts of infringement of the granted patents;
- E. An accounting for damages resulting from Defendants' infringement of the granted patents and the trebling of such damages because of the willful nature of Defendants' infringement;
- F. An assessment of interest on damages;
- G. A judgment awarding damages to ATMOS for its costs, disbursements, expert witness fees, and attorney's fees and costs incurred in prosecuting this action, with interest, including damages for an exceptional case pursuant to 35 U.S.C. § 285 and as otherwise provided by law;
- H. Such other and further relief as this Court may deem just and equitable.

DEMAND FOR JURY TRIAL

- I. Pursuant to Fed. R. Civ. P. 38(b), ATMOS requests a trial by jury on all issues.

Respectfully submitted,



Divya Khullar, Esq.
Florida Bar No. 0101116
KHULLAR, P.A.
4786 W. Commercial Blvd.
Tamarac, Florida 33319
Phone: (954) 642-2308

Fax: (754) 999-7057
notices@khullarlaw.com
Attorney for ATMOS

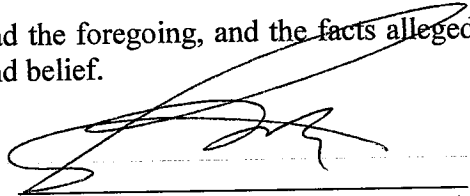
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the undersigned counsel filed the foregoing with the Clerk of the Courts for the Southern District of Florida using the CM/ECF system on Wednesday, April 13, 2016.

VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Date: Monday, April 04, 2016

A handwritten signature in black ink, appearing to read 'Eli Eroch', is written over a horizontal line.

By: Eli Eroch

On behalf of ATMOS NATION, LLC. And
ATMOS TECHNOLOGY, LLC