

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

CONCEIVEX, INC.,

Plaintiff,

V.

**RINOVUM WOMEN'S HEALTH,
INC., THE STORK IB2C, INC.,
and RINOVUM WOMEN'S
HEALTH, LLC,**

Defendants.

JURY TRIAL DEMANDED

Case No. 16-cv-11810

Hon. Mark A. Goldsmith

FIRST AMENDED COMPLAINT FOR PATENT AND TRADEMARK
INFRINGEMENT

Plaintiff Conceivex, Inc. (“Conceivex”), for its Complaint against Defendants, alleges as follows:

Nature Of Action, Parties, and Jurisdiction

1. This is a civil action for patent infringement under the Patent Laws, 35 U.S.C. 1 *et seq.*, for trademark infringement and false designation of origin under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, for deceptive trade practices under Michigan statutory law; and for unfair competition and trademark infringement under Michigan common law.

2. This Court has subject matter jurisdiction of this action under 28 U.S.C. §§ 1331, 1338, and 1367. The matter in controversy exceeds the sum of \$75,000, exclusive of interests and costs.

3. ConceiveX is a Michigan corporation with its principal place of business at 4111 Andover Road West, Bloomfield Hills, MI 48302. (ConceiveX's former principal place of business was at 5 East Main Street, Saranac, MI 48881.) ConceiveX is a leader in assisting couples to overcome difficulties in conceiving. It offers the CONCEPTION KIT at-home fertility system.

4. On information and belief, Defendant Rinovum Women's Health, Inc. ("Rinovum Inc.") is a Delaware corporation with its principal place of business at 300 Oxford Drive, Suite 330, Monroeville, PA 15146.

5. On information and belief, Defendant The Stork Ib2C, Inc. ("Stork") is a Delaware corporation with its principal place of business at 300 Oxford Drive, Suite 330, Monroeville, PA 15146, and is the successor-in-interest (by name change or otherwise) to Rinovum Inc.

6. On information and belief, Defendant Rinovum Women's Health, LLC ("Rinovum LLC") is a Delaware limited liability company with its principal place of business at 300 Oxford Drive, Suite 330, Monroeville, PA 15146.

7. On information and belief, Rinovum Inc., Stork, and Rinovum LLC are related to one another in terms of having common, or at least overlapping,

ownership, management, and operations. (They are collectively referred to as “Defendants.”)

8. Defendants offer THE STORK OTC Home Conception Device, which they promote as a “device that offers a relaxed and private way of using cervical cap insemination in your own home to help with becoming pregnant.” *See* <http://www.storkotc.com>.

9. On information and belief, Defendants have known about Conceivex’s patent and trademark rights that are subject of this suit in that, among other things, in Defendants’ filings with the Food & Drug Administration in connection with THE STORK OTC Home Conception Device, Defendants identified Conceivex’s CONCEPTION KIT at-home fertility system as a “predicate device.”

10. On information and belief, each Defendant, through its agents and representatives: has done, and is doing, business in this District; has and is engaged in acts and/or omissions within this District causing injury to Conceivex; and has and is engaged in acts and/or omissions outside of this District causing injury to Conceivex within this District. Thus, each Defendant has, and has had, minimum contacts with this District such that the Court has personal jurisdiction over each Defendant.

Count I: Infringement of U.S. Patent No. 8,454,493

11. Conceivex repeats and realleges paragraphs 1-10 above as if set forth herein.

12. On June 4, 2013, the U.S. Patent & Trademark Office duly and legally issued U.S. Patent No. 8,454,493, from an application filed June 24, 2010 (the “493 Patent”).

13. The ‘493 Patent is entitled “Conception Device and Related Methods.”

14. A true and correct copy of the ‘493 Patent is attached as **Exhibit A**.

15. Conceivex owns, and has for all relevant times owned, all right, title and interest in the ‘493 Patent, including the right to sue for infringement.

16. Each claim of the ‘493 Patent is presumed valid.

17. Claims 1-3, 5, 12-15 and 17-23 (“Specifically Asserted Claims”) of the ‘493 Patent recite as follows:

1. A conception device for positioning over a cervix to concentrate semen and promote fertilization, the device comprising: an annular rim; and a dome formed of a unitary construction extending from the annular rim, the dome defining a receptacle area and including a closed tip, a base portion and a sidewall extending between the closed tip and the base portion, the unitary construction having a first thickness at the closed tip, having a second thickness at the sidewall proximate the closed tip, and having a third thickness at the sidewall proximate the annular rim, the second thickness being less than both the first thickness and the third thickness such that the sidewall is collapsible at a portion of the sidewall including the

second thickness in a predefined manner due to compression by a vaginal cavity to raise a floor defined by an inner surface of the tip toward the annular rim in a direction generally perpendicular to the annular rim, wherein the annular rim and the dome are formed of a material suitable for use in the vagina.

2. The conception device of claim 1, wherein the base portion includes a base thickness, the base thickness being greater than the second thickness.

3. The conception device of claim 1, wherein the device is adapted to be used with semen within the receptacle area of the dome.

5. The conception device of claim 1, wherein the device is comprised of a silicone-based material.

12. The conception device of claim 1, wherein the dome has a length greater than a width.

13. The conception device of claim 1, wherein the portion of the sidewall including the second thickness collapses about a perimeter thereof in the direction perpendicular to the annular rim.

14. A method of increasing a likelihood of conception in a subject having a cervix, the method comprising the steps of: (a) providing a conception device having an annular rim, a closed tip and a sidewall extending between the closed tip and the annular rim, the closed tip having a first thickness and the sidewall having a second thickness proximate the closed tip and a third thickness proximate the annular rim, the second thickness being less than both the first thickness and the third thickness, an inner surface of the tip defining a floor; (b) positioning the annular rim around the cervix to secure the conception device to the cervix; and (c) collapsing a first portion of the sidewall of the conception device including the second thickness after step (b) in a predefined manner due to compression by a vaginal cavity so as to raise the floor in a direction perpendicular to the annular rim and toward the cervix

while providing a direct path to the cervical os for contents within the device and supported by the tip.

15. The method of claim 14, wherein the closed tip and the sidewall are formed of a single material that defines the first and second thicknesses.

17. The method of increasing a likelihood of conception in a subject having a cervix of claim 14, further comprising uniformly collapsing the second portion of the sidewall about a perimeter thereof in the direction perpendicular to the annular rim.

18. A conception device for positioning over a cervix to concentrate semen and promote fertilization, the device comprising: an annular rim; and a dome formed of a single material, the dome extending from the annular rim, the dome defining a receptacle area and including a closed tip, a base portion and a sidewall extending between the closed tip and the base portion, the dome having a first thickness at the closed tip, a second thickness at the sidewall proximate the tip and a third thickness at the sidewall proximate the annular rim, the second thickness being less than both the first thickness and the third thickness, such that the sidewall is collapsible at a portion including the second thickness in a predefined manner due to compression by a vaginal cavity to raise a floor defined by an inner surface of the tip toward the annular rim in a direction generally perpendicular to the annular rim, wherein the first and second thicknesses are defined by the single material.

19. The conception device of claim 18, wherein the base portion includes a base thickness, the base thickness being greater than the second thickness.

20. The conception device of claim 18, wherein the single material defining the first and second thicknesses is a silicone-based material.

21. The conception device of claim 18, wherein the dome is collapsible during use such that a floor defined by an inner surface of the closed tip is raised toward the annular rim.

22. The conception device of claim 18, wherein the dome has a length greater than a width.

23. The conception device of claim 18, wherein the portion of the sidewall including the second thickness collapses about a perimeter thereof in the direction perpendicular to the annular rim.

18. On information and belief, Defendants are infringing the '493 Patent by, without authority, making, using, selling, offering for sale, and/or importing into the United States THE STORK OTC Home Conception Device, which includes a cervical cap (the "Accused Product," referring to the cervical cap) covered by at least one valid claim of the '493 Patent. In particular, the Accused Product is covered by at least the Specifically Asserted Claims, and the method of use of the Accused Product is covered by at least the Specifically Asserted Claims.

19. On information and belief, the Accused Product includes a conception device for positioning over a cervix to concentrate semen and promote fertilization.

20. On information and belief, the Accused Product includes an annular rim and a dome formed of a unitary construction extending from the annular rim.

21. On information and believe, the dome of the Accused Product defines a receptacle area and includes a closed tip, a base portion and a sidewall extending between the closed tip and the base portion, the unitary construction has a first thickness at the closed tip, a second thickness at the sidewall proximate the closed tip, and a third thickness at the sidewall proximate the annular rim.

22. On information and belief, the second thickness of the unitary construction of the Accused Product is less than both the first thickness and the third thickness.

23. On information and belief, the sidewall of the Accused Product is collapsible at a portion of the sidewall including the second thickness in a predefined manner due to compression by a vaginal cavity to raise a floor defined by an inner surface of the tip toward the annular rim in a direction generally perpendicular to the annular rim.

24. On information and belief, the annular rim and the dome of the Accused Product are formed of a material suitable for use in the vagina.

25. On information and belief, the Accused Product is adapted to be used with semen within the receptacle area of the dome.

26. On information and belief, the Accused Product is comprised of a silicone-based material.

27. On information and belief, the dome of the Accused Product has a length greater than a width.

28. On information and belief, the portion of the sidewall of the Accused Product including the second thickness collapses about a perimeter thereof in the direction perpendicular to the annular rim.

29. On information and belief, the Accused Product provides a method for increasing a likelihood of conception in a subject having a cervix (the “Accused Method”).

30. On information and belief, the Accused Method includes providing a conception device having an annular rim, a closed tip and a sidewall extending between the closed tip and the annular rim, the closed tip having a first thickness and the sidewall having a second thickness proximate the closed tip and a third thickness proximate the annular rim, the second thickness being less than both the first thickness and the third thickness, an inner surface of the tip defining a floor.

31. On information and belief, the Accused Method includes positioning the annular rim around the cervix to secure the conception device to the cervix.

32. On information and belief, the Accused Method includes collapsing a first portion of the sidewall of the conception device including the second thickness after the positioning described in Paragraph 31 in a predefined manner due to compression by a vaginal cavity so as to raise the floor in a direction perpendicular to the annular rim and toward the cervix while providing a direct path to the cervical os for contents within the device and supported by the tip.

33. On information and belief, the closed tip and the sidewall of the Accused Product are formed of a single material that defines the first and second thicknesses.

34. On information and belief, the Accused Method increases a likelihood of conception in a subject having a cervix and further includes uniformly collapsing the second portion of the sidewall about a perimeter thereof in the direction perpendicular to the annular rim.

35. On information and belief, the Accused Product comprises an annular rim and a dome formed of a single material and the first and second thicknesses are defined by the single material.

36. On information and belief, Defendants have directly infringed, and continue to directly infringe, valid claims of the '493 Patent, including at least the Specifically Asserted Claims, within the meaning of 35 U.S.C. §271 by, without Conceivex's authority, making, using, selling, and/or offering to sell in, and/or importing into, the United States the Accused Product.

37. The Accused Product is not a staple article or commodity of commerce and does not have substantial non-infringing uses.

38. At least as of the filing of this Complaint, Defendants have had actual knowledge of the '493 Patent and of their infringement of the '493 Patent, including at least the Specifically Asserted Claims.

39. At least as of the filing date of this Complaint, Defendants knew that their conduct would induce others to infringe claims of the '493 Patent, including at least the Specifically Asserted Claims.

40. On information and belief, Defendants have actively induced and are still actively inducing the infringement of, and/or have actively contributorily infringed and are still contributorily infringing, claims of the '493 Patent, including at least the Specifically Asserted Claims, under 35 U.S.C. §271(b). Defendants are infringing the '493 Patent, by inducement and/or contributorily, by, without Conceivex's authority, making, using, selling, and/or offering to sell in, and/or importing into, the United States the Accused Product for use by their customers and others and by, for example, instructing, directing, and encouraging their customers and others on how to use the Accused Product, with the knowledge that such activities infringe the '493 Patent, and, further, by intending that their customers, users, distributors, or others carry out such activities.

41. Conceivex has suffered damages as a result of Defendants' direct and indirect infringement of the '493 Patent and will continue to suffer damages as long as those infringing activities continue, the amount of those damages to be proven at trial.

42. Conceivex has been and will continue to be irreparably harmed by Defendants' direct and indirect infringement of the '493 Patent unless and until such infringement is enjoined by this Court.

43. As of the filing of the Complaint, Defendants continue to infringe the '493 Patent willfully and deliberately. Defendants knew or should have known that

there was an objectively high likelihood that Defendants' actions constitute direct and/or indirect infringement of one or more claims of the '493 Patent, including at least the Specifically Asserted Claims.

44. If Defendants' activities continue after the filing of this Complaint, Conceivev is entitled to enhanced damages under 35 U.S.C. §284 as a result of Defendants' deliberate, intentional and willful infringement.

**Count II: Trademark Infringement in Violation of
Section 32(1) of the Lanham Act, 15 U.S.C. §1114(1)**

A. Conceivev and its CONCEPTION KIT Trademark

45. Conceivev repeats and realleges paragraphs 1-44 above as if set forth herein.

46. Conceivev is a leader in assisting individuals overcome difficulties in getting pregnant. It markets, offers, and sells in interstate commerce a medical device to assist with getting pregnant (hereinafter "Conceivev's Fertility Device").

47. Conceivev markets its Fertility Device to individuals trying to get pregnant and to healthcare providers assisting individuals who are trying to get pregnant.

48. Conceivev's Fertility Device is available by prescription only, and at many pharmacies throughout the United States. Information on Conceivev's Fertility Device can be found on Conceivev's website, which also uses the CONCEPTION KIT mark: www.conceptionkit.com.

49. Since at least as early as April 26, 2006, Conceivev has used CONCEPTION KIT as a mark to identify the source of Conceivev's Fertility Device. Conceivev has used CONCEPTION KIT continuously in interstate commerce since then. Samples of the CONCEPTION KIT mark as used by Conceivev in connection with its Fertility Device are attached as **Exhibit B**.

50. Since at least as early as April 26, 2006, Conceivev has invested significant time, money, and effort in developing, advertising, promoting, marketing, and using in interstate commerce its CONCEPTION KIT mark in connection with Conceivev's Fertility Device. For example, Conceivev prominently uses CONCEPTION KIT in advertising and promotional materials, including but not limited to, print and electronic advertisements, brochures, and the Internet. As a result of Conceivev's extensive efforts, CONCEPTION KIT has become favorably known among the relevant public as a valuable symbol of the source of goods bearing the mark, of the high quality of goods bearing the mark, and of the goodwill associated with the mark.

51. Conceivev's lengthy and widespread use of CONCEPTION KIT on Conceivev's Fertility Device provides Conceivev with substantial common law rights in its CONCEPTION KIT mark.

52. In addition, on July 15, 2008, the U.S. Patent & Trademark Office issued to Conceivev U.S. Reg. No. 3,466,195, for the mark CONCEPTION KIT

for use in connection with “medical devices in the field of reproduction” in Class 10. The Registration issued from an application filed on August 30, 2007.

53. The Registration for CONCEPTION KIT is incontestable, which provides conclusive evidence of, among other things: the validity of the CONCEPTION KIT mark; Conceivex’s ownership of the mark; and Conceivex’s exclusive right to use the mark in connection with the goods specified in the Registration. 15 U.S.C. § 1115(b).

54. A printout from the U.S. Patent & Trademark Office’s database evidencing the current status and ownership of the CONCEPTION KIT Registration is attached as **Exhibit C**.

B. Defendants’ Unauthorized Use of CONCEPTION KIT as a Mark

55. Long after Conceivex began using its CONCEPTION KIT mark, and long after the U.S. Patent & Trademark Office issued Reg. No. 3,466,195, for CONCEPTION KIT, Defendants began using CONCEPTION KIT as a mark in connection with the sale of fertility devices.

56. More specifically, Defendants offer THE STORK OTC Home Conception Device (the “Stork Fertility Device”), which they promote as a “device that offers a relaxed and private way of using cervical cap insemination in your own home to help with becoming pregnant.” See <http://www.storkotc.com>. Defendants further state that THE STORK OTC Home Conception Device is a

“home conception device using Cervical cap insemination to help you with becoming pregnant in the privacy and comfort of home.” See <http://www.storkotc.com/how-it-works/>.

57. On information and belief, Defendants’ Stork Fertility Device directly competes with, or is at least competitively related to, Conceivex’s Fertility Device.

58. On information and belief, Defendants market the Stork Fertility Device to individuals who are trying to get pregnant and to healthcare providers assisting individuals who are trying to get pregnant (together, the “Relevant Public”). Defendants manufacture the Stork Fertility Device in the United States and sell the Device to members of the Relevant Public in the United States. In addition, Defendants manufacture the Stork Fertility Device in the United States and sell the Device to members of the Relevant Public in the United Kingdom.

59. Defendants, without Conceivex’s permission or authorization, use CONCEPTION KIT as a mark in connection with the Stork Fertility Device.

60. As a *first example*, on information and belief, Defendants use CONCEPTION KIT as a mark in online advertisements for the Stork Fertility Device, as shown in **Exhibit D**.

61. As a *second example*, on information and belief, when an Internet user enters a search term that consists, in whole or in part, of Conceivex’s

CONCEPTION KIT mark into at least some Internet search engines, the search engine delivers the following result:

The Stork® Home Conception Kit

*www.thestork**conception**.co.uk/*

The Stork offers a relaxed and private way of conceiving in your own home using new technology based on cervical cap insemination. (See **Exhibit E**.)

62. On information and belief, Defendants own the domain name delivered from the search (*i.e.*, www.thestorkconception.co.uk) and operate the web site associated with that domain name.

63. When the Internet user clicks on the domain name delivered from the search, the user is redirected to www.storkotc.com (“Stork’s Website”). There, the Internet user can obtain information on where to purchase the Stork Fertility Device in the United States (*see* **Exhibit F**), including through retailers who are authorized to sell the Stork Fertility Device via the Internet (“Authorized Online Retailers”).

64. As a *third example*, Defendants use HOME CONCEPTION KIT as a hidden metatag keyword on Stork’s Website. Although metatag keywords are not immediately visible to Internet users, at least some search engines look for websites that use as metatag keywords the search term selected by Internet users. Thus, when search engines look for CONCEPTION KIT as a metatag keyword,

Stork's Website is in the delivered results. Attached as **Exhibit G** is a copy of the "metatag keywords" listed for Stork's Website as of May 17, 2016.

65. As a *fourth example*, on information and belief, at least one of Defendants' Authorized Online Retailers uses the term CONCEPTION KIT as a mark in connection with the online marketing and sales of the Stork Fertility Device. Attached as **Exhibit H** is an example of the use of THE STORK OTC HOME CONCEPTION KIT by www.early-pregnancy-tests.com, one of Defendants' Authorized Online Retailer of Defendants.

66. These unauthorized uses of CONCEPTION KIT as a mark by Defendants, which represent a non-exhaustive list, attract consumers searching for Conceivex's Fertility Device to Stork's Website and to Defendant's Authorized Online Retailers that promote the competing Stork Fertility Device.

67. Conceivex has not authorized, licensed, or otherwise permitted Defendants' use of CONCEPTION KIT as a mark.

68. Defendants have used CONCEPTION KIT as a mark with actual knowledge of Conceivex's rights in CONCEPTION KIT. For example, in Defendants' filings with the Food & Drug Administration in connection with the Stork Fertility Device, Defendants identified Conceivex's CONCEPTION KIT at-home fertility system as a "predicate device." Defendants' use of CONCEPTION KIT as a mark has been designed to capitalize on Conceivex's reputation and

goodwill, to confuse and deceive consumers, and to unfairly compete with Conceivex.

69. Pursuant to 15 U.S.C. § 1072, Defendants have, and have had, constructive notice of Conceivex's claim of ownership to the CONCEPTION KIT Mark, Reg. No. 3,466,159.

70. Defendants' use, without the consent of Conceivex, in commerce of CONCEPTION KIT as a mark in connection with the sale, offering for sale, distribution and advertising the Stork Fertility Device is likely to cause confusion, or to cause mistake, or to deceive among the Relevant Public. Defendants' acts therefore constitute trademark infringement under 15 U.S.C. § 1114(1).

71. Defendants' acts have been, and continue to be, intentional and willful.

72. Unless and until Defendants are enjoined by this Court, Defendants will continue to act unlawfully, as alleged herein, and will continue to cause irreparable harm to Conceivex, for which it has no adequate remedy at law.

Count III:
False Designation of Origin in Violation of
Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a)

73. Conceivex repeats the allegations in paragraphs 1 through 72 of this Complaint as though fully set forth herein.

74. Defendants' acts are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants and/or the Stork Fertility Device with Conceivex, or as to the origin, sponsorship, or approval of the Stork Fertility Device by Conceivex. Defendants' acts therefore constitute false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1).

75. Defendants' acts have been, and continue to be, intentional and willful.

76. Unless and until Defendants are enjoined by this Court, Defendants will continue to act unlawfully, as alleged herein, and will continue to cause irreparable harm to Conceivex, for which it has no adequate remedy at law.

Count IV:
Violation of Michigan Consumer Protection Act M.C.L. § 445.903

77. Conceivex repeats the allegations in paragraphs 1 through 76 of this Complaint as though fully set forth herein.

78. Defendants' acts constitute unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce, in violation of the Michigan Consumer Protection Act, M.C.L. § 445.903, including, but not limited to causing a probability of confusion or misunderstanding as to the source, sponsorship, or approval of Defendants' products.

79. Defendants' acts have been, and continue to be, intentional and willful.

80. Unless and until Defendants are enjoined by this Court, Defendants will continue to act unlawfully, as alleged herein, and will continue to cause irreparable harm to ConceiveX, for which it has no adequate remedy at law.

Count V:
Common Law Unfair Competition and Trademark Infringement

81. ConceiveX repeats the allegations in paragraphs 1 through 80 of this Complaint as though fully set forth herein.

82. Defendants' acts constitute common law unfair competition and trademark infringement as they are likely to cause confusion, mistake, or deception as to the source, sponsorship, or approval by ConceiveX of the Stork Fertility Device. The Relevant Public is, for example, likely to believe mistakenly that Defendants' Stork Fertility Device originates with ConceiveX, is licensed by ConceiveX, and/or is sponsored by, connected with, or related to ConceiveX, when that is not the case.

83. Defendants' acts have been, and continue to be, intentional and willful.

84. Unless and until Defendants are enjoined by this Court, Defendants will continue to act unlawfully, as alleged herein, and will continue to cause irreparable harm to ConceiveX, for which it has no adequate remedy at law.

85. Conceivex demands a trial by jury on all issues so triable.

WHEREFORE, Conceivex respectfully requests the following relief:

(a) A judgment that Defendants have infringed the '493 Patent in violation of 35 U.S.C. §271;

(b) A judgment that Defendants have induced the infringement, and/or have contributed to the infringement, of the '493 Patent by others in violation of 35 U.S.C. §271;

(c) A preliminary and permanent injunction, pursuant to 35 U.S.C. §271, restraining and enjoining Defendants, their officers, agents, attorneys, and employees, and those acting in privity or concert with them, and their successors and assigns, from engaging in any conduct that infringes the '493 Patent;

(d) If Defendants' activities continue after the filing of this Complaint, a judgment that Defendants' infringement of the '493 Patent has been willful under 35 U.S.C. §284;

(e) If Defendants' activities continue after the filing of this Complaint, a judgment against Defendants that the present case is exceptional pursuant to 35 U.S.C. §285;

(f) An award of monetary damages to compensate Conceivex for Defendants' infringement of the '493 Patent, with interest as fixed by the Court,

such damages to be trebled in accordance with 35 U.S.C. §284 as a consequence of Defendants' willful infringement;

(g) A preliminary and permanent injunction restraining and enjoining Defendants, their officers, agents, attorneys, and employees, and those acting in privity or concert with them, and their successors and assigns, from:

1. Using CONCEPTION KIT as a mark, alone or in combination with other terms or symbols, or any marks confusingly similar to CONCEPTION KIT, in connection with the Stork Fertility Device or other related goods or services in any context, including but not limited to use as a source identifier, corporate name, or in any other manner likely to cause confusion, mistake, or deception as to the source of the Stork Fertility Device, or as to whether Defendants or the Stork Fertility Deice are in any way affiliated, connected or associated with Conceivex;

2. Using the CONCEPTION KIT as a mark, alone or in combination, or any marks confusingly similar to CONCEPTION KIT, as a domain name, Internet search engine keyword, or in the metadata or source code for any web site;

3. Otherwise unfairly competing with Conceivex in any manner whatsoever.

(h) An order that Defendants immediately cease all purchases of Internet search engine keywords, sponsored links, or similar services that comprise of, or are related to the use of, CONCEPTION KIT or any variation thereof, and that Defendants immediately terminate any contracts or agreements that may relate to Defendants' use of the CONCEPTION KIT mark in this manner.

(i) An order that, pursuant to 15 U.S.C. §1116 and principles of equity under Michigan law, Defendants be directed to file with the Court and serve upon Conceivex within thirty (30) days after issuance of an injunction that incorporates the aforementioned relief (as well as any other injunctive relief), a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction.

(j) An order that Conceivex be awarded monetary relief in an amount to be fixed by the Court in its discretion, including (but not limited to):

1. All profits received by Defendants as a result of their unlawful actions, said amount to be trebled or at least increased; and/or
2. All damages sustained by Conceivex as a result of Defendants' unlawful acts, said amount to be or at least increased.

(k) That the Court award to Conceivex all reasonable attorneys' fees, costs, expenses and disbursements incurred by Conceivex in this action.

(l) That the Court require Defendants to pay prejudgment interest on any

and all monetary awards (in whatever form) to which Conceivex is entitled.

(m) That Defendants immediately take all steps necessary to prohibit any website, or link thereto, that is owned, operated, or affiliated with Defendants to use CONCEPTION KIT as a mark and to appear in any Internet search engine search results for any search term(s) that consist of or incorporate CONCEPTION KIT, or any confusingly similar variation thereof.

(n) That the Court order all other and further relief that it deems proper, equitable, and just.

Respectfully submitted,

/s/ John Gabrielides

John T. Gabrielides (IL Bar No. 6198323)

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