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JAMES N. HATTEW, Clerk
By: *[Signature]* Deputy Clerk

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

POLYTREE (HONG KONG) CO.,
LTD. and CINDEK HOLDINGS
LIMITED,

Plaintiffs,

FORESTS MANUFACTURING, LTD.

Defendant.

Civil Action File No.:

1 09-CV-3377

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COMPLAINT AND DEMAND FOR JURY TRIAL

Introduction

1. This is an action for infringement of United States Patent Nos. 5,527,010 (“the ‘010 Patent”), 5,869,151 (“the ‘151 patent”), and 6,572,068 (“the ‘068 Patent”) under 35 U.S.C. § 271, and for false marking under 35 U.S.C. § 292. The technology at issue in this action relates to tree stands, such as those used with artificial Christmas trees.

Parties

2. Plaintiff Polytree (Hong Kong) Co. Ltd. (“Polytree”) is a Hong Kong corporation with a principal place of business at 8/F Enterprise Square 3, 39 Wang Chiu Road, Kowloon Bay, Hong Kong. Polytree owns the ‘068 Patent.

3. Plaintiff Cindex Holdings Limited (“Cindex”) is also a Hong Kong corporation with a principal place of business at 8/F Enterprise Square 3, 39 Wang Chiu Road, Kowloon Bay, Hong Kong.

4. Defendant Forests Manufacturing, Ltd. (“Forests”) is, upon information and belief, a Hong Kong corporation with a principal place of business at 2/F 17 Hung To Road, Kwun Tong, Kowloon, Hong Kong.

5. Upon information and belief, and according to Forests’ web site located at: www.forests.com.hk/, Forests has a three thousand square foot showroom in this judicial district at AmericasMart, Suite 18D7, 9, 240 Peachtree St., N.W., Atlanta, Georgia 30303.

Jurisdiction and Venue

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), as this action arises under the patent laws of the United States.

7. This court has personal jurisdiction over Forests because, upon information and belief, Forests has transacted business, maintains a showroom, and committed acts of infringement in this district, and this action arises from that transaction of business, showroom activities, and infringement.

8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b). Upon information and belief, Forests has transacted business, maintains a showroom, and committed acts of infringement in this district, and this action arises from that transaction of business, showroom activities, and infringement.

Plaintiffs and Their Patents

9. Polytree and Cindex are affiliated entities of one another and are private companies headquartered in Hong Kong. Polytree, Cindex, and/or its affiliates have been doing business for over twenty-five years.

10. Polytree, Cindex, and its affiliates collectively make up the world's largest designer and manufacturer of artificial Christmas trees and seasonal lighting.

11. Cindex is the owner of the '010 Patent entitled "Stand for Supporting an Elongate Object." Through a written assignment executed on or around

February 15, 2008, Cindex acquired all the intellectual property of Boto Limited including, but not limited to, the '010 Patent.

12. A true and correct copy of the '010 Patent is attached hereto as Exhibit A.

13. Cindex is also the owner of the '151 Patent entitled "Stand." Through a written assignment executed on or around February 15, 2008, Cindex acquired all the intellectual property of Boto Limited including, but not limited to, the '151 Patent.

14. A true and correct copy of the '151 Patent is attached hereto as Exhibit B.

15. Polytree is the owner of the '068 Patent entitled "Tree Stand." Through a written assignment executed on or around October 27, 2001, Polytree acquired the '068 Patent from the sole inventor.

16. A true and correct copy of the '068 Patent is attached hereto as Exhibit C.

17. Polytree, Cindex, and/or its licensed affiliates manufacture, sell, offer for sale, or import into the United States tree stands covered by the '010, '151, and '068 Patents.

18. Polytree, Cindex, or its licensed affiliates manufacture, sell, offer for sale, or import into the United States tree stands marked with the '010, '151, and '068 Patents.

Forests' Sales of Tree Stands

19. Upon information and belief, Forests manufacturers, sells, offers for sale, and/or imports into the United States artificial Christmas trees with infringing tree stands to one or more retailers in the United States.

20. Upon information and belief, Forests marks each tree stand made, used, sold, offered for sale, and/or imported into the United States by Forests and/or its retailers in the United States with the '010 and '151 Patents. A true and correct photograph showing a Forests' tree stand marked with the '010 and '151 Patents is attached hereto as Exhibit D.

21. Forests did not seek, obtain, or purchase an assignment or license from either Cindex or Polytree for any of the '010, '151, or '068 Patents.

22. Forests did not seek or obtain permission from either Cindex or Polytree for marking tree stands covered by or marked with the '010 or '151 Patents.

Forests' Admissions When Communicating With Polytree and Cindex

23. On or around September 21, 2009, Polytree and Cindex, through counsel, contacted Forests via written correspondence and formally put Forests on notice of the '010, '151, and '068 Patents, and informed Forests of Polytree's and Cindex's patents rights.

24. On or around September 24, 2009, Forests received the mailed correspondence, and thus was notified of the '010, '151, and '068 Patents, as well as Polytree's and Cindex's ownership of same. Upon information and belief, however, Forests had actual knowledge of Polytree's and Cindex's ownership rights prior to September 24, 2009.

25. In response to Polytree's and Cindex's correspondence, Forests contended that it had no knowledge that the tree stands it made, used, sold, offered for sale, and/or imported into the United States involved any patent rights belonging to Polytree or Cindex, even though Forests made and/or sold tree stands marked with the '010 and '151 Patents.

26. In response to Polytree's and Cindex's correspondence, Forests alleged it was warranted and had received express authorization by an entity it referred to as a "Seller" named "Boji" that "(1) [Forests'] tree stand can be used for

production of [sic] any kinds [sic] of Christmas tree; and (2) all Christmas trees which comprise the tree stand can be exported to any other country.”

27. In response to Polytree’s and Cindex’s correspondence, Forests promised to immediately stop making and selling any products which comprise its tree stands to any third party in the future, and to immediately destroy all its existing inventory. To date, however, Polytree and Cindex have been unable to confirm that Forests has complied with its promises.

28. After receiving Forests’ response, Polytree and Cindex have tried on multiple occasions to reach Forests requesting additional information regarding the sales on Forests’ tree stands, but Forests has failed to respond.

29. Upon information and belief, Forests has made, used, sold, offered for sale, and/or imported into the United States, and continues to make, use, sell, offer for sale, and/or import into the United States artificial Christmas trees with tree stands covered by one or more of the ‘010, ‘151, or ‘068 Patents to many retailers in the United States, including but not limited to Hobby Lobby Stores, Inc.

30. Forests is infringing and has infringed and contributed to and induced infringement of the ‘010, ‘151, and ‘068 Patents, including by making, using, selling, offering to sell, and/or importing into the United States its artificial

Christmas trees with a tree stand, including without limitation item number F099-09-T6091 (A).

31. Forests is marking and continues to mark tree stands, including without limitation item number F099-09-T6091 (A), with the '010 and '151 Patents.

COUNT I
Infringement of the '010 Patent

32. Cindex repeats each allegation of paragraphs 1 through 31 as if fully set forth herein.

33. Forests has committed and continues to commit acts of infringement with respect to the '010 Patent.

34. Upon information and belief, Forests' infringement of the '010 Patent has been and continues to be willful and deliberate.

35. As a result of Forests' infringement of the '010 Patent, Cindex has suffered substantial monetary damages, although a monetary award is inadequate to fully compensate Cindex for the harm it has suffered.

36. As a result of Forests' infringement of the '010 Patent, Cindex has suffered irreparable harm, and will continue to suffer irreparable harm unless that infringement is enjoined by this Court.

COUNT II
Infringement of the '151 Patent

37. Cindex repeats each allegation of paragraphs 1 through 36 as if fully set forth herein.

38. Forests has committed and continues to commit acts of infringement with respect to the '151 Patent.

39. Upon information and belief, Forests' infringement of the '151 Patent has been and continues to be willful and deliberate.

40. As a result of Forests' infringement of the '151 Patent, Cindex has suffered substantial monetary damages, although a monetary award is inadequate to fully compensate Cindex for the harm it has suffered.

41. As a result of Forests' infringement of the '151 Patent, Cindex has suffered irreparable harm, and will continue to suffer irreparable harm unless that infringement is enjoined by this Court.

COUNT III
Infringement of the '068 Patent

42. Polytree repeats each allegation of paragraphs 1 through 41 as if fully set forth herein.

43. Forests has committed and continues to commit acts of infringement with respect to the '068 Patent.

44. Upon information and belief, Forests' infringement of the '068 Patent has been and continues to be willful and deliberate.

45. As a result of Forests' infringement of the '068 Patent, Polytree has suffered substantial monetary damages, although a monetary award is inadequate to fully compensate Polytree for the harm it has suffered.

46. As a result of Forests' infringement of the '068 Patent, Polytree has suffered irreparable harm, and will continue to suffer irreparable harm unless that infringement is enjoined by this Court.

COUNT IV
False Marking

47. Cindex repeats each allegation of paragraphs 1 through 46 as if fully set forth herein.

48. Cindex is the sole owner of the '010 and '151 Patents, and is the sole entity that can allow others to mark products with the '010 and '151 Patents.

49. Upon information and belief, Forests marks upon, affixes to, and/or uses in advertising in connection with its artificial Christmas trees and tree stands the '010 and '151 Patents with the intent of counterfeiting or imitating Cindex's

products, and/or with the intent to deceive the public into believing that Forests owns the '010 and '151 Patents, when it indeed does not.

50. Upon information and belief, Forests' marks upon, affixes to, and/or uses in advertising in connection with its artificial Christmas trees and tree stands the '010 and '151 Patents with the intent of counterfeiting or imitating the mark of the patentee, and inducing the public to believe that the tree stands were made, offered for sale, sold, or imported into the United States by or with the consent of Cindex, when it indeed has not given any such consent.

51. Upon information and belief, Forests' marking of tree stands with the '010 and '151 patents and/or advertising thereof has quelled competition with respect to these products thereby causing harm not only to Cindex (the true owner of the '010 and '151 Patents), but also to the United States in an amount which cannot be readily determined.

52. Upon information and belief, Forests has wrongfully and illegally advertised patent ownership by marking its products with the '010 and '151 Patents, which it does not possess and, as a result, has benefited by obtaining business opportunities and increasing, or at least maintaining, its market power with respect to its products in the marketplace.

53. At least for the reasons set forth herein, and/or for other reasons which will be later evidenced, Forests has, on information and belief, “falsely marked” its products with the intent to deceive the public in violation of 35 U.S.C. § 292.

54. At least for the reasons set forth herein, and/or for other reasons which will be later evidence, Forests has, on information and belief, marked its tree stand with the intent of counterfeiting or imitating the mark of the ‘010 and ‘151 Patents.

55. At least for the reasons set forth herein, and/or for other reasons which will be later evidenced, each tree stand made, used, sold, offered for sale, or imported into the United States and/or individual advertisements that displays or contains the “mark” of a patent that is not owned or licensed by Forests contributes to the public harm and is used in a counterfeit false marking manner. Therefore, each tree stand and/or each advertisement containing or displaying the ‘010 and/or ‘151 Patents imprinted thereon or in association therewith should be construed as a separate “offense” pursuant to 35 U.S.C. § 292(a).

WHEREFORE, Polytree and Cindex request that the Court enter an order and judgment:

A. Finding that Forests has infringed the ‘010, ‘151, and ‘068 Patents, and that such infringement has been willful and deliberate;

B. Preliminarily and permanently enjoining Forests, its officers, directors, employees, agents, licensees, successors, and assigns, and all persons acting in concert with them, from further infringement of the '010, '151, and '068 Patents;

C. Finding that Forests has falsely marked its products with the '010 and '151 Patents;

D. Ordering Forests to pay a civil monetary fine of \$500 per false marking offense for each of the '010 and '151 Patents, or an alternative amount as determined by the Court, one-half of which should be paid to the United States;

E. Finding that Forests' actions as alleged herein constitute an exceptional case, as that term is used in 35 U.S.C. § 285.

F. Awarding Polytree and Cindex compensatory damages for Forests infringement;

G. Trebling the damages assessed for Forests infringement;

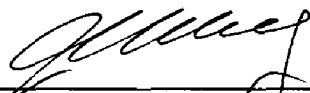
H. Awarding Polytree and Cindex their costs and reasonable attorneys' fees; and

I. Awarding Polytree and Cindex such other relief as the Court deems just and proper.

PLAINTIFF CLAIMS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully submitted this 2nd day of December, 2009.

TROUTMAN SANDERS LLP

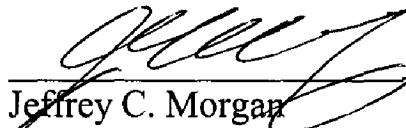


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ATTORNEYS FOR PLAINTIFFS
POLYTREE AND CINDEK

FONT CERTIFICATION

I hereby certify that this document is presented in Times New Roman 14.



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