



3. Upon information and belief, ProLink Solutions is a limited liability company incorporated under the laws of the State of Delaware with its principal place of business at 410 S. Benson Lane, Chandler, Arizona 85224. ProLink Solutions competes with GPSI in the sale of GPS based golf course distance measurement and course management products. ProLink Solutions conducts business in Illinois and in this District including, without limitation, extensive business dealings with several golf courses located in Illinois and in this District as further alleged in paragraphs 12 and 18 below.

4. Upon information and belief, ProLink Holdings is a corporation incorporated under the laws of the State of Delaware with its principal place of business at 410 S. Benson Lane, Chandler, Arizona 85224. Upon information and belief, ProLink Holdings is the sole owner of ProLink Solutions and conducts business in Illinois and in this District including, without limitation, extensive business dealings with several golf courses located in Illinois and in this District as further alleged in paragraphs 12 and 18 below.

5. Upon information and belief, LinksCorp is a corporation incorporated under the laws of the State of Delaware with its principal place of business at 2801 Lakeside Drive, Suite 207, Bannockburn, Illinois 60015. Upon information and belief, LinksCorp has in the past and continues to own, market and manage golf courses throughout the United States and conducts business in Illinois and in this District.

6. Upon information and belief, ABC is a corporation incorporated under the laws of the State of Delaware with its principal place of business at 77 W. 66th Street, New York, NY 10023. Upon information and belief, ABC is a national media and marketing sales organization and conducts business in Illinois and in this District.

**JURISDICTION AND VENUE**

7. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §271 *et seq.* This is also an action for slander of title and unfair competition. This Court has subject matter jurisdiction over the patent infringement counts pursuant to 28 U.S.C. §§1331 and 1338(a). This Court has subject matter jurisdiction over the slander of title and unfair competition counts pursuant to 28 U.S.C. §§1338(b) and 1367(a).

8. Venue is proper in this District pursuant to 28 U.S.C. §§1391(b), 1391(c) and 1400(b) because Defendants are subject to personal jurisdiction in this District, resides in, have regular and established places of business in, and/or have committed acts of infringement in this District.

**GENERAL ALLEGATIONS**

9. On November 11, 1997, U.S. Patent No. 5,685,786 (“the ‘786 patent”) entitled, “PASSIVE GOLF INFORMATION SYSTEM AND METHOD” was duly and legally issued to Douglas P. Dudley on an application filed on May 24, 1995. GPSIT currently owns the ‘786 patent. A copy of the ‘786 patent is appended as Exhibit A.

10. On August 1, 1995, U.S. Patent No. 5,438,518 (“the ‘518 patent”) entitled, “PLAYER POSITIONING AND DISTANCE FINDING SYSTEM” was duly and legally issued to Joseph A. Bianco, Curtis A. Vock, and John V. Bianco on an application filed on January 19, 1994. GPSI currently owns the ‘518 patent. A copy of the ‘518 patent is appended as Exhibit B.

**FIRST CAUSE OF ACTION – INFRINGEMENT OF ‘786 PATENT**

11. Plaintiffs hereby repeat and re-allege each of the allegations contained in paragraphs 1 to 10, as if fully set forth herein.

12. The ProLink Defendants, by themselves, and through their subsidiaries, affiliates, and agents have been, and are, infringing the ‘786 patent by making, using, leasing, offering to sell, and/or selling devices incorporating the inventions patented in the ‘786 patent within the United

States and within this District; and by contributing to the infringement by others and by inducing others to infringe the '786 patent. Upon information and belief, Defendants' acts of infringement in Illinois include but are not limited to making, using, leasing, supporting, offering to sell, and/or selling infringing devices installed and used in the following golf courses in this District: Far Oaks Golf Club, Caseyville, IL; Highlands of Elgin, Elgin, IL; Fox Lake Country Club, Fox Lake, IL; The Glen Club, Glenview, IL; Poplar Creek, Hoffman Estates, IL; Whisper Creek, Huntley, IL; Marriott Crane's Landing, Lincolnshire, IL; Big Run, Lockport, IL; Steeple Chase Golf Club, Mundelein, IL; The Rail, Springfield, IL; Odyssey Country Club, Tinley Park, IL; RedTail Golf Club, Village of Lakewood, IL; Prairie Landing, West Chicago, IL; Chevy Chase, Wheeling, IL; and Water's Edge Golf Club, Worth, IL. Unless enjoined by the Court, the ProLink Defendants will continue to infringe, contribute to the infringement of and/or induce the infringement of the '786 patent.

13. LinksCorp, by itself, and through its subsidiaries, affiliates, and agents has been, and is, infringing the '786 patent by making, using, leasing, offering to sell, and/or selling infringing devices supplied by the ProLink Defendants within the United States and within this District; and by inducing others to infringe the '786 patent. Unless enjoined by the Court, LinksCorp will continue to infringe and/or induce the infringement of the '786 patent.

14. ABC, by itself, and through its subsidiaries, affiliates, and agents has been, and is, infringing the '786 patent by inducing others to directly infringe the '786 patent. ABC's acts of inducement include, without limitation, promoting infringing devices supplied by the ProLink Defendants, enabling and facilitating advertisers to provide advertising content for display on such devices and otherwise encouraging advertisers, golf course operators and others to implement and use such devices in ways that infringe one or more claims of the '786 patents within the United States and within this District. Unless enjoined by the Court, ABC will continue to induce the infringement of the '786 patent.

15. Each Defendant's infringement and/or inducement to infringe the '786 patent has injured Plaintiffs, and Plaintiffs are entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. §284.

16. Each of the Defendants' infringement and/or inducement to infringe the '786 patent has been willful and deliberate, and will continue to injure Plaintiffs unless the Court enters an injunction prohibiting further infringement of the '786 patent.

**SECOND CAUSE OF ACTION – INFRINGEMENT OF '518 PATENT**

17. GPSI hereby repeats and re-alleges each of the allegations contained in paragraphs 1 to 10, as if fully set forth herein.

18. The ProLink Defendants, by themselves, and through their subsidiaries, affiliates, and agents have been, and are, infringing the '518 patent by making, using, leasing, offering to sell, and/or selling devices incorporating the inventions patented in the '518 patent within the United States and within this District; and by contributing to the infringement by others and by inducing others to infringe the '518 patent. Upon information and belief, Defendants' acts of infringement in Illinois include but are not limited to making, using, leasing, supporting, offering to sell, and/or selling infringing devices installed and used in the following golf courses in this District: Far Oaks Golf Club, Caseyville, IL; Highlands of Elgin, Elgin, IL; Fox Lake Country Club, Fox Lake, IL; The Glen Club, Glenview, IL; Poplar Creek, Hoffman Estates, IL; Whisper Creek, Huntley, IL; Marriott Crane's Landing, Lincolnshire, IL; Big Run, Lockport, IL; Steeple Chase Golf Club, Mundelein, IL; The Rail, Springfield, IL; Odyssey Country Club, Tinley Park, IL; RedTail Golf Club, Village of Lakewood, IL; Prairie Landing, West Chicago, IL; Chevy Chase, Wheeling, IL; and Water's Edge Golf Club, Worth, IL. Unless enjoined by the Court, the ProLink Defendants will continue to infringe and/or induce the infringement of the '518 patent.

19. LinksCorp, by itself, and through its subsidiaries, affiliates, and agents has been, and is, infringing the '518 patent by making, using, leasing, supporting, offering to sell, and/or selling infringing devices supplied by the ProLink Defendants within the United States and within this District; and by inducing others to infringe the '518 patent. Unless enjoined by the Court, LinksCorp will continue to infringe and/or induce the infringement of the '518 patent.

20. The infringements by the ProLink Defendants and LinksCorp of the '518 patent have injured GPSI, and GPSI is entitled to recover damages adequate to compensate it for such infringement pursuant to 35 U.S.C. §284.

21. Each of the ProLink Defendants' and LinksCorp's infringement of the '518 patent has been willful and deliberate, and will continue to injure GPSI unless the Court enters an injunction prohibiting further infringement of the '518 patent.

**THIRD CAUSE OF ACTION – SLANDER OF TITLE**

22. GPSI hereby repeats and re-alleges each of the allegations contained in paragraphs 1 to 10, as if fully set forth herein.

23. On or about June 30, 2006, Defendant ProLink Solutions entered into an Intellectual Property Security Agreement with Comerica Bank of Phoenix, Arizona in relation to a Loan and Security Agreement by and among ProLink Solutions, ProLink Holdings and Comerica Bank.

24. The Intellectual Property Security Agreement represented that ProLink Solutions owned an exclusive license in perpetuity under the '518 patent obtained from a third party ParView.

25. The Intellectual Property Security Agreement purported to assign a security interest to Comerica Bank in ProLink Solutions' alleged license under the '518 patent.

26. The ProLink Defendants knew or should have known that the Intellectual Property Security Agreement would be recorded by Comerica Bank against the chain of title of the '518

patent in the public records of the United States Patent and Trademark Office and thereby encumber GPSI's title to the '518 patent.

27. The Intellectual Property Security Agreement was in fact so recorded by Comerica Bank. A copy of the recorded Intellectual Property Security Agreement is attached as Exhibit C.

28. On information and belief, ParView owned a limited license under the '518 patent prior to its eventual dissolution in bankruptcy.

29. On information and belief, the ProLink Defendants claim to have obtained rights in the '518 patent from ParView in connection with an attempted merger with ParView and/or in connection with the subsequent acquisition by the ProLink Defendants of certain assets from the bankruptcy estate of ProLink.

30. Neither of the ProLink Defendants obtained a valid license under the '518 patent from ParView or through purchase of assets from the ParView bankruptcy estate.

31. Neither ProLink Solutions nor ProLink Holdings owns or has ever owned any valid license rights under the '518 patent.

32. The representation of license rights under the '518 patent contained in the Intellectual Property Security Agreement with Comerica Bank is false and, on information and belief, was made by the ProLink Defendants with knowledge that the representation is false and that the ProLink Defendants did not and do not own a license under the '518 patent.

33. On or about August 17, 2007, Defendants ProLink Solutions and ProLink Holdings entered into a further Intellectual Property Security Agreement with Calliope Capital Corporation.

34. The August 17, 2007 Security Agreement represented that ProLink Solutions is the owner of the '518 patent and purported to assign a security interest in the '518 patent to Calliope Capital Corp.

35. The ProLink Defendants knew or should have known that this additional Intellectual Property Security Agreement would be recorded by Calliope Capital Corp. against the chain of title of the '518 patent in the public records of the United States Patent and Trademark Office and thereby encumber GPSI's title to the '518 patent.

36. The August 17, 2007 Security Agreement was in fact so recorded by Calliope Capital Corp. A copy of the recorded August 17, 2007 Intellectual Property Security Agreement is attached as Exhibit D.

37. Neither ProLink Solutions nor ProLink Holdings owns or has ever owned the '518 patent or any rights in the '518 patent.

38. The representation made by the ProLink Defendants in the August 17, 2007 Intellectual Property Security Agreement that ProLink Solutions owns the '518 patent is false and, on information and belief, was made by the ProLink Defendants with knowledge that the representation is false and that the ProLink Defendants did not and do not own the '518 patent or any rights therein.

39. Upon information and belief, the ProLink Defendants have continued to make false claims of license rights and/or ownership interests in the '518 patent to investors and to others within the golf industry, and have granted security interests in the '518 patent to others.

40. By the above alleged acts, the ProLink Defendants have slandered GPSI's title to the '518 patent, and have injured and caused damages to GPSI.

41. The ProLink Defendants will continue to injure and cause damages to GPSI unless the Court enters an injunction prohibiting the ProLink Defendants from making further false claims to rights under the '518 patent and from making further false assignments of rights in the '518 patent to others, and ordering the ProLink Defendants to take steps necessary to remove the encumbrances they caused to be placed on GPSI's title to the '518 patent.



**FOURTH CAUSE OF ACTION – UNFAIR COMPETITION**

42. GPSI hereby repeats and re-alleges each of the allegations contained in paragraphs 1 to 10 and 22-39, as if fully set forth herein.

43. The ProLink Defendants' actions with respect to making false claims of rights and grants of security interests in the '518 patent constitute unfair competition and have injured and caused damages to GPSI.

44. The ProLink Defendants will continue to injure and cause damages to GPSI unless the Court enters an injunction prohibiting the ProLink Defendants from making further false claims to rights under the '518 patent and from making further false assignments of rights in the '518 patent to others, and ordering the ProLink Defendants to take steps necessary to remove the encumbrances they caused to place on GPSI's title to the '518 patent.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for:

1. Judgment that the '786 patent is valid, enforceable, and infringed by the ProLink Defendants, LinksCorp and ABC;
2. Judgment that the '518 patent is valid, enforceable, and infringed by the ProLink Defendants and LinksCorp;
3. Judgment that each Defendants' acts of patent infringement are willful;
4. A preliminary and permanent injunction enjoining each Defendant, its officers, agents, servants, employees and those persons acting in active concert or participation with each Defendant, from engaging in the aforesaid unlawful acts of patent infringement;
5. An award of damages arising out of each Defendant's acts of patent infringement, together with interest;

6. Judgment that the damages so adjudged be trebled in accordance with 35 U.S.C. §284;
7. Judgment that the ProLink Defendants have slandered GPSI's title to the '518 patent;
8. Judgment that the ProLink Defendants have engaged in unlawful acts of unfair competition;
9. An award of damages arising out of the ProLink Defendants' acts of slander of title and unfair competition;
10. A preliminary and permanent injunction enjoining the ProLink Defendants, their officers, agents, servants, employees and those persons acting in active concert or participation with the ProLink Defendants, from engaging in further acts of slander of title or unfair competition in relation to the '518 patent and ordering the ProLink Defendants to take steps necessary to remove the encumbrances wrongfully caused to be placed on GPSI's title to the '518 patent;
11. An award of Plaintiffs' attorneys' fees, costs and expenses incurred in this action in accordance with 35 U.S.C. §285; and
12. Such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiffs demand trial by jury of all issues triable of right by a jury.

Respectfully submitted,

Date: July 16, 2008

s/ Timothy P. Maloney

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