IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

P TECH, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. _____
	)	
ARTHREX, INC.,	)	
	)	
Defendant.	)	**JURY TRIAL DEMANDED**
	)	

COMPLAINT

Plaintiff P Tech, LLC ("P Tech"), for its Complaint of patent infringement against Defendant Arthrex, Inc. ("Arthrex"), hereby alleges as follows:

Parties

1. P Tech is a Delaware limited liability company with its principal place of business located in Florida.

2. Arthrex is a Delaware corporation with its principal place of business located at 1370 Creekside Blvd, Naples, Florida 34108.

Jurisdiction and Venue

3. This is an action for patent infringement under 35 U.S.C. § 271 *et seq*. The Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a).

4. The Court has personal jurisdiction over Arthrex because Arthrex is a Delaware corporation and is registered with the State of Delaware to transact business in Delaware. Additionally, upon information and belief, Arthrex regularly transacts business in Delaware, including selling its infringing products and inducing the infringing methods in Delaware.

5. Venue is proper in this judicial district under 28 U.S.C. § 1400(b) because Arthrex is incorporated in this district.

Dr. Bonutti and the Patents-In-Suit

6. Dr. Peter M. Bonutti is a renowned surgeon and inventor.

7. Dr. Bonutti is a named inventor or co-inventor on hundreds of patents relating to novel and innovative medical and surgical devices and methods, including surgical fasteners and grafts, and other technologies.

8. Dr. Bonutti, through his companies, has licensed hundreds of patents to leading medical equipment and system providers, including leading providers of medical anchors and fasteners. Such patents also include claims covering methods for performing surgical procedures.

9. In addition to his work inventing new technologies used around the country and the world, Dr. Bonutti also maintains a full-time medical practice and orthopedic surgery schedule.

10. Dr. Bonutti is an expert at performing minimally invasive surgery ("MIS"), including MIS using medical anchors and fasteners. Dr. Bonutti has performed thousands of arthroscopic surgeries.

11. Dr. Bonutti has authored over 100 publications. He is a reviewer for numerous peer-reviewed journals.

12. Dr. Bonutti is a member of the Arthroscopy Association of North America.

13. Dr. Bonutti has lectured at numerous academic meetings, including at the American Academy of Orthopaedic Surgeons ("AAOS").

14. One of Dr. Bonutti's companies, Bonutti Research, Inc. ("BRI"), has displayed products at the AAOS annual meetings for the past 30 years. Arthrex also commonly displays products at the AAOS annual meetings. Representatives for Arthrex often drop by the BRI booth, and *vice versa*.

15. Dr. Bonutti has spoken with Rheinhold Schmieding, the President and Founder of Arthrex, at an AAOS annual meeting. Mr. Schmieding knew of Dr. Bonutti and was generally aware of Dr. Bonutti's technical innovations and patent portfolio.

16. Over the years, representatives for Arthrex have visited the operating room while Dr. Bonutti has performed surgery to observe his surgical techniques.

17. Upon information and belief, Arthrex is well aware of Dr. Bonutti's technical innovations and has actively monitored patents listing Dr. Bonutti as an inventor or co-inventor.

18. Six of the patents on which Dr. Bonutti is a named inventor or co-inventor are U.S. Patent Nos. 10,881,440, 10,376,259, 9,814,453; 9,999,449, 9,579,129, and 10,517,584 (collectively, "Patents-In-Suit").

19. On January 5, 2021, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,881,440 (the "'440 patent"), entitled "Fixation Systems and Methods" to inventors Dr. Bonutti and Matthew Cremens. Attached as Exhibit A is a true and accurate copy of the '440 patent.

20. P Tech is the owner by assignment of all right, title, and interest in the '440 patent, including all rights to sue for past, present, and future infringement of the '440 patent.

21. On August 13, 2019, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,376,259 (the "'259 patent"), entitled "Deformable Fastener

System" to inventors Dr. Bonutti and Glen Phillips. Attached as Exhibit B is a true and accurate copy of the '259 patent.

22. P Tech is the owner by assignment of all right, title, and interest in the '259 patent, including all rights to sue for past, present, and future infringement of the '259 patent.

23. On November 14, 2017, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,814,453 (the "'453 patent"), entitled "Deformable Fastener System" to co-inventors Dr. Bonutti and Glen A. Phillips. Attached as Exhibit C is a true and accurate copy of the '453 patent.

24. P Tech is the owner by assignment of all right, title, and interest in the '453 patent, including all rights to sue for past, present, and future infringement of the '453 patent.

25. On June 19, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,999,449 (the "'449 patent"), entitled "Device And Methods For Stabilizing Tissue And Implants" to inventor Dr. Bonutti. Attached as Exhibit D is a true and accurate copy of the '449 patent.

26. P Tech is the owner by assignment of all right, title, and interest in the '449 patent, including all rights to sue for past, present, and future infringement of the '449 patent.

27. On February 28, 2017, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 9,579,129 (the "'129 patent"), entitled "Devices And Method For Stabilizing Tissue And Implants" to inventor Dr. Bonutti. Attached as Exhibit E is a true and accurate copy of the '129 patent.

28. P Tech is the owner by assignment of all right, title, and interest in the '129 patent, including all rights to sue for past, present, and future infringement of the '129 patent.

29. On December 31, 2019, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 10,517,584 (the "'584 patent"), entitled "Tissue Fixation System and Method" to inventors Dr. Bonutti, Hank Bonutti, Kevin Ruholl, and Glen Phillips. Attached as Exhibit F is a true and accurate copy of the '584 patent.

30. P Tech is the owner by assignment of all right, title, and interest in the '584 patent, including all rights to sue for past, present, and future infringement of the '584 patent.

Arthrex

31. Arthrex is a global medical device company with its corporate headquarters located in Naples, Florida.

32. Arthrex sells medical devices and provides instruction, training, and guidance to its customers and end-users on the proper use of its medical device products that are used for a wide range of medical procedures and surgeries. Arthrex's customers include hospitals, surgeons, and other medical professionals.

33. Three of the products sold by Arthrex and used for medical procedures by Arthrex's customers are the Arthrex InternalBrace for ligament and tendon repair and augmentation, the Arthrex FiberTak "All-Suture" Soft Anchor, and the AR-1529 Suture Tensioner with Tensionmeter (collectively, "Accused Products").

34. In addition to selling medical devices, including the Accused Products, Arthrex actively provides medical education, training, and support to its customers and the medical professionals that use Arthrex's products.

35. Arthrex's website advertises the "Arthrex Medical Education Experience" where "the Arthrex Medical Education Team is committed to providing the finest educational

experience focused on the safe and effective use of Arthrex products and techniques." Exhibit G (https://www.arthrex.com/medical-education).

36. As part of the training and instruction Arthrex provides to its customers, Arthrex holds courses and symposiums on the use of its products to perform medical procedures. Arthrex also holds single-day labs with hands-on training where Arthrex trains and instructs its customers on the use of specific products and techniques for using those products to perform medical procedures. Arthrex further puts on fellowship and technology forums relating to its products. Exhibit H (https://www.arthrex.com/medical-education/course-descriptions-and-training-programs).

37. Arthrex provides training, education, instruction, support, and guidance to its customers on the use of the Accused Products to perform medical procedures.

38. Arthrex's customers use the Accused Products to perform medical procedures as instructed by Arthrex.

39. Athrex has historically refused (in the absence of litigation) to license any patents owned by P Tech nor any patents where Dr. Bonutti is a name inventor or co-inventor.

Arthrex's Knowledge of the Patents-In-Suit

40. On August 28, 2018, Dr. Bonutti sent an email to Mr. Josh Karnes and Mr. John Konicek at Arthrex to inform them of certain of the Patents-In-Suit so that Arthrex could review and consider those Patents in light of its continuing sales and use of the Accused Internal Brace and FiberTak Products. Dr. Bonutti attached copies of certain of the Patents-In-Suit to his August 28 email. Dr. Bonutti did not hear back from Arthrex following his August 28 email.

41. On October 29, 2018, counsel for P Tech sent a letter to Mr. John Schmieding, Vice President and General Counsel at Arthrex. Exhibit I ("October 29 Letter").

42. In the October 29 Letter, counsel for P Tech explained in detail how the Accused Internal Brace and FiberTak Soft Anchor Products infringed certain claims of certain patents owned by P Tech, including the '129 Patent, the '449 Patent, and the '453 Patent. *Id.* The October 29 Letter also explained how Arthrex induced infringement of other claims of those Patents-In-Suit. *Id.*

43. The October 29 Letter additionally demanded that Arthrex cease and desist from any further manufacture, use, importation, offer for sale, and/or sale of the Accused Internal Brace and FiberTak Products, cease and desist from practicing the method steps of any claim of '129 Patent, the '449 Patent, and the '453 Patent, and cease and desist from inducing others to practice infringing methods covered by those Patents-In-Suit. *Id.* at 3.

44. P Tech further demanded an accounting of Arthrex's sale of its infringing Accused InternalBrace and FiberTak Products and methods. *Id.*

45. On December 4, 2018, counsel for P Tech discussed Arthrex's alleged infringement of then issued patents with Arthrex's counsel, and advised that additional patents would be issuing in the future. No agreement was reached, but the parties did agree to continue their discussions.

46. On May 29, 2020, counsel for P Tech sent another letter to Arthrex's counsel, Mr. Trevor Arnold. Exhibit J ("May 29 Letter"). Mr. Arnold, at that time, was Arthrex's Chief IP Counsel.

47. The May 29 Letter identified additional patents that had recently issued to P Tech, including U.S. Patent No. 10,376,259.

48. The May 29 Letter further explained that claims of the ‘259 Patent read directly on systems sold and methods instructed by Arthex for stabilizing tissues and implants with the FiberTak Soft Anchor product(s).

49. The May 29 Letter also identified the ‘584 patent and explained that claims of the ‘584 patent read directly on the systems sold and methods instructed by Arthrex for tensioning grafts and/or sutures with the Arthrex Suture Tensioner with Tensiometer (AR-1529).

50. On July 23, 2020, Mr. Arnold responded to the May 29 Letter proposing that counsel discuss the contents of the May 29 Letter. Exhibit K. On July 28, 2020, Mr. Arnold requested that the discussion be delayed until the first week of August 2020. Counsel for P Tech and Mr. Arnold spoke be telephone on August 4, 2020, but were unable to reach an agreement. Counsel for P Tech did advise Mr. Arnold that an additional patent would issue to P Tech in the next several months. The ‘440 patent issued on January 5, 2021.

Arthrex’s Infringement of the Patents-In-Suit

The ‘440 Patent

51. The ‘440 patent contains three independent claims and seventeen dependent claims.

52. The inventions claimed in the ‘440 patent are generally directed to devices and methods for the fixation of tissues and/or implants in the body of a patient.

53. The inventions claimed in the ‘440 patent provide for securing, approximating, and/or repairing any soft and/or hard body tissue.

54. Independent claim 1 of the ‘440 patent, which claims a method for securing body tissues, follows:

1. A method for securing body tissues comprising:

inserting a flexible fastener having a passage into a passage in a first bone portion, wherein an elongate member extends through the fastener passage, such that at least two legs of the elongate member extend from the fastener and outside the passage in the first bone portion;

deforming the fastener from a first configuration to a second configuration to secure the fastener and the elongate member when tensioning at least one of the legs of the elongate member;

passing at least one of the legs of the elongate member over at least one tissue;

passing at least one of the legs of the elongate member through a bore in a first component of a two component knotless fixation device;

inserting the two component knotless fixation device into a passage in a second bone portion; and

securing the at least one leg of the elongate member when both the first and second components of the two component knotless fixation device are positioned in the passage in the second bone portion, wherein the elongate member presses against an external surface of the second component of the two component fixation device.

55. Independent claim 10 of the ‘440 patent follows:

10. A method for securing body tissues comprising:

inserting a flexible fastener comprised of suture material and having a passage into a passage in first portion of a humeral head, the fastener fixed to an elongate member, such that at least two legs of the elongate member extend from the fastener;

deforming the fastener from a first configuration to a second configuration to secure the fastener and the elongate member when tensioning at least one of the legs of the elongate member relative to the humeral head;

passing at least one of the legs of the elongate member over at least a portion of a rotator cuff tendon and an allograft collagen matrix scaffold;

passing at least one of the legs of the elongate member through a bore in a first component of a two component knotless fixation device;

inserting the two component knotless fixation device into a passage in a second portion of the humeral head; and

securing the at least one leg of the elongate member when both the first and second components of the two component knotless fixation device are positioned in the passage in the second portion of the humeral head, wherein the elongate member is configured to compress against an external surface of the second component of the two component fixation device, and

wherein the rotator cuff tendon and allograft collagen matrix scaffold are configured to be secured to the humeral head.

56. Independent claim 15 of the ‘440 patent follows:

15. A method for securing body tissues comprising:

inserting a flexible fastener comprised of suture material and having a passage into a first passage in first portion of a bone, the fastener connected to an elongate member, such that at least two legs of the elongate member extend from the fastener;

deforming the fastener from a first configuration to a second configuration to secure the fastener and the elongate member when tensioning at least one of the legs of the elongate member relative to the bone;

passing at least one of the legs of the elongate member over at least one tissue;

passing at least one of the legs of the elongate member through at least a portion of a knotless fixation device;

inserting the knotless fixation device into a passage in a second portion of the bone;

securing the at least one leg of the elongate member when the knotless fixation device is positioned in the passage in the second portion of the bone; and

stabilizing at least one of a scaffold, mesh, graft, and matrix to the tissue.

57. Arthrex induces infringement of the ‘440 patent by instructing and training its customers to perform a method of securing body tissues using Arthrex’s FiberTak product, as seen, for example, in Exhibit L (FiberTak DR Bridge Knotless Rotator Cuff Repair Using FiberTak DR and SwiveLock C Anchors) and in the video provided on Arthex’s website at https://www.arthrex.com/resources/videos-case-presentations/Z_dR_ElyAE2vMQF125MDVw/rotator-cuff-augmentation-with-arthroflex-dermal-allograft (Rotator Cuff Augmentation with ArthroFlex Dermal Allograft).

58. As further acts of inducing infringement of the ‘440 patent, Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to perform the following steps to secure body tissues using its FiberTak and SwiveLock products: (1) inserting a flexible fastener (*e.g.* FiberTak anchor) having a passage

into a first bone portion, wherein an elongate member extends through the fastener passage, such that at least two legs of the elongate member extend from the fastener and outside the passage in the first bone portion; (2) deforming the fastener from a first configuration to a second configuration to secure the fastener and the elongate member when tensioning at least one of the legs of the elongate member; (3) passing at least one of the legs of the elongate member over at least one tissue; (4) passing at least one of the legs of the elongate member through a bore in a first component of a two component knotless fixation device (*e.g.* SwiveLock anchor); (5) inserting the two component knotless fixation device into a passage in a second bone portion; and (6) securing the at least one leg of the elongate member when both the first and second components of the two component knotless fixation device are positioned in the passage in the second bone portion.

59. Arthrex further teaches, instructs, trains, guides its medical professional customers, including its physician customers, to perform the additional step of stabilizing at least one of a scaffold, mesh, graft, and matrix (*e.g.* the ArthroFlex Dermal Allograft) to the tissue being stabilized.

60. Arthrex's customers directly perform the claimed methods in the '440 patent by performing the above steps on patients to stabilize or secure body tissues with Arthrex's FiberTak Soft Anchor and associated product(s).

The '259 Patent

61. The '259 patent contains two independent claims and twenty-four dependent claims.

62. Independent claim 1 of the '259 patent, which claims a method for securing body tissues, follows:

1. A fastener system comprising:

a flexible hollow fastener comprised of fibers of a biocompatible polymeric material;

a flexible elongated fastening member extending through the flexible hollow fastener such that two legs of the flexible elongated fastening member extend from the flexible hollow fastener to enable a user to tension the flexible elongated fastening member, wherein at least a portion of the flexible elongated fastening member is fabricated in part with polyethylene; and

an introducer comprised of a pushrod, the pushrod having a distal portion configured to engage the flexible hollow fastener and position the flexible hollow fastener relative to a body tissue, wherein the flexible hollow fastener and flexible elongated fastening member are positioned on the distal end of the pushrod,

wherein the flexible hollow fastener is configured to deform from a first configuration to a second configuration to secure the flexible hollow fastener and the flexible elongated fastening member when at least one of the two legs of the flexible elongated fastening member are tensioned relative to the body tissue, and

wherein the flexible elongated fastening member is configured to slide through the flexible hollow fastener under tension when the flexible hollow fastener is in the first configuration and the second configuration.

63. Independent claim 11 of the ‘259 patent follows:

11. A deformable fastener system comprising:

a flexible hollow fastener comprised of polymeric biocompatible fibers; and

a flexible elongated fastening member extending through the flexible hollow fastener such that two legs of the flexible elongated fastening member extend from the flexible hollow fastener,

wherein the flexible hollow fastener is configured to deform from a first configuration to a second configuration to secure the flexible elongated fastening member in body tissue as at least one of the two legs of the flexible elongated fastening member portion is tensioned relative to the body tissue, and

wherein the flexible elongated fastening member is configured to slide through the flexible hollow fastener under tension when the flexible hollow fastener is in the first configuration and the second configuration.

64. Arthrex infringes the ‘259 patent by making, using, importing, offering to sell, and/or selling its FiberTak Soft Anchor with TigerTail suture products and instructing its

physician-customers on the use of the FiberTak Soft Anchor to perform a method of using a deformable fastener system.

65. The FiberTak Soft Anchor with TigerTail sutures products have the following characteristics: (1) a flexible hollow fastener comprised of fibers of a biocompatible polymeric material that is configured to deform from a first configuration to a second configuration to secure the flexible hollow fastener; (2) a flexible elongated fastening member slidably extending through the flexible hollow fastener such that two legs of the flexible elongated fastening member extend from the flexible hollow fastener to enable a user to tension the flexible elongated fastening member, wherein at least a portion of the flexible elongated fastening member is fabricated in part with polyethylene; (3) an introducer comprised of a pushrod, the pushrod having a distal portion configured to engage the flexible hollow fastener and position the flexible hollow fastener relative to a body tissue, wherein the flexible hollow fastener and flexible elongated fastening member are positioned on the distal end of the pushrod. *See, e.g.*, Exhibit L (FiberTak DR Bridge Knotless Rotator Cuff Repair Using FiberTak DR and SwiveLock C Anchors), referencing FiberTak DR with white LabralTape & blue/black #2 TigerTail sutures (AR-3651), FiberTak DR with white/black LabralTape & white/green/black #2 TigerTail sutures (AR-3651T), FiberTak DR with white/blue LabralTape & white/black #2 TigerTail sutures (AR-3651TT); Exhibit M (FiberTak Soft Anchor for Glenoid Labrum Repair), referencing FiberTak Soft Anchor, #2 FiberWire TigerTail® sutures (AR-3603), (FiberTak Soft Anchor, two #2 FiberWire TigerTail sutures (AR-3603-2); Exhibit N (Knotless 1.8 FiberTak Suture Anchor Glenoid Labrum Surgical Technique).

66. Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to use the deformable hollow FiberTak Soft

Anchor with TigerTail sutures fastener system to perform medical procedures. Arthrex's customers directly infringe the '259 patent by using Arthrex's FiberTak Soft Anchor with Tiger Tails sutures fixation system as instructed by Arthrex.

The '453 Patent

67. The '453 patent contains three independent claims and seventeen dependent claims.

68. The inventions claimed in the '453 patent are generally directed to devices and methods for stabilizing tissue and implants.

69. At the time of invention, devices existed to fasten soft and hard tissue for healing or tissue reconstruction, but a need existed for a method and device that could provide guided positioning and flexible or rigid fixation of tissue and/or an implant within the body while accessing the procedure site from a small skin portal. The claimed inventions thus provide a novel instrument and method for guiding and positioning tissue and/or an implant.

70. Independent claims 1 and 14 of the '453 patent follow:

1. A deformable fastener system comprising:
   a flexible hollow fastener fabricated solely from a plurality of biocompatible fibers;
   a suture extending through the hollow fastener such that two legs of the suture extend from the hollow fastener to enable a user to tension the suture, wherein at least a portion of the suture is fabricated with polyethylene; and
   an introducer having a pushrod configured to engage the fastener and position the fastener relative to a body tissue, wherein the hollow fastener and suture are positioned on the distal end of the pushrod, and
   wherein the hollow fastener is configured to deform from a first configuration to a second configuration to provide an anchor for the suture as the suture is tensioned relative to the body tissue; and
   wherein the hollow fastener includes a polymeric material.

14. A method of using a deformable fastener system, said method comprising:

inserting a deformable hollow fastener into a passage in a bone, the deformable hollow fastener being flexible and fabricated solely from a plurality of flexible biocompatible fibers, and having a suture extending through the deformable hollow fastener such that two legs of the suture extend from the deformable hollow fastener to enable a user to tension the suture, wherein the deformable hollow fastener and suture are positioned on the distal end of a pushrod during insertion;

tensioning the suture to anchor the deformable hollow fastener into the bone;

deforming the deformable hollow fastener from a first configuration to a second configuration in the bone; and

wherein inserting a deformable hollow fastener further comprises inserting a deformable hollow fastener that includes a polymeric material.

Exhibit B at 27:22-39 and 28:19-36.

71. Arthrex infringes the ‘453 patent by making, using, importing, offering to sell, and/or selling its FiberTak Soft Anchor and instructing its physician-customers on the use of the FiberTak Soft Anchor to perform a method of using a deformable fastener system.

72. Arthrex’s FiberTak Soft Anchor is a deformable fastener system that is covered by and infringes the ‘453 patent.

73. The FiberTak deformable fastener system has the following characteristics: (1) a flexible hollow fastener fabricated solely from a plurality of biocompatible fibers and a suture (at least a portion of which is fabricated with polyethylene) extending there through such that two legs of the suture extend from the hollow fastener to enable a user to tension the suture; and (2) an introducer with a pushrod configured to engage the fastener and position the fastener relative to a body tissue wherein the hollow fastener and suture are positioned on the distal end of the pushrod; and wherein the hollow fastener includes a polymeric material and is configured to deform to provide an anchor for the suture as the suture is tensioned. *See, e.g.*, Exhibit L (FiberTak DR Bridge

Knotless Rotator Cuff Repair Using FiberTak DR and SwiveLock C Anchors) Exhibit M (FiberTak Soft Anchor for Glenoid Labrum Repair); Exhibit N (FDA letter).

74. Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to use the deformable hollow fastener FiberTak Soft Anchor to perform medical procedures, including the following steps: (1) inserting the deformable hollow fastener that is flexible and fabricated solely from flexible biocompatible fibers (and includes a polymeric material) into a passage in a bone where the deformable hollow fastener has a suture extending through it such that two legs of the suture extend from the deformable hollow fastener to enable a user to tension the suture; (2) positioning the deformable hollow fastener and suture on the distal end of a pushrod during insertion; (3) tensioning the suture to anchor the deformable hollow fastener into the bone; and (4) deforming the deformable hollow fastener from a first configuration to a second configuration in the bone.

75. Arthrex's customers thus directly perform the methods claimed in the '453 patent by performing the above steps using the deformable fastener system of Arthrex's FiberTake Soft Anchor.

The '449 Patent

76. The '449 patent contains one independent claim and eleven dependent claims.

77. The claims of the '449 patent are generally directed to surgical methods for ligament augmentation.

78. Independent claim 1 of the '449 patent follows:

1. A surgical method for ligament augmentation comprising:
securing a first fastener at least partially within a first bone of a joint adjacent a first end of a ligament of the joint, wherein the first end of the ligament is attached to the first bone of the joint before securing the first fastener, and wherein a

reinforcement component comprised of a multifilament structure fabricated from polyethylene and polyester is attached directly to the first fastener to anchor the reinforcement component to the first bone; and

securing a second fastener at least partially within a second bone of a joint adjacent a second end of the ligament of the joint opposite the first end of the ligament, wherein the second end of the ligament is attached to the second bone of the joint before securing the second fastener, and wherein the reinforcement component is attached to the second fastener to anchor the reinforcement component to the second bone,

wherein the reinforcement component extends between the first and second ends of the ligament, and

wherein the reinforcement component is tensioned directly between the first and second fasteners.

Exhibit C at 32:2-25.

79. Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to perform physician-customers to perform ligament augmentation surgery using Arthrex's InternalBrace repair product, as seen, for example, in Exhibit P (InternalBrace MCL Repair and Augmentation); Exhibit Q (AITFL InternalBrace Ligament Augmentation); Exhibit R (Brostrom Repair with InternalBrace Ligament Augmentation); Exhibit S (InternalBrace Ligament Augmentation Repair – Deltoid Ligament).

80. Arthrex teaches, instructs, trains, guides, and directs its customers and end-users to perform a method of surgical ligament augmentation that includes the following steps using the InternalBrace product: (1) secure a first fastener at least partially within a first bone of a joint adjacent a first end of a ligament of the joint, wherein the first end of the ligament is attached to the first bone of the joint before securing the first fastener, and wherein a reinforcement component comprised of a multifilament structure fabricated from polyethylene and polyester is

attached directly to the first fastener to anchor the reinforcement component to the first bone; (2) secure a second fastener at least partially within a second bone of a joint adjacent a second end of the ligament of the joint opposite the first end of the ligament, wherein the second end of the ligament is attached to the second bone of the joint before securing the second fastener, and wherein the reinforcement component is attached to the second fastener to anchor the reinforcement component to the second bone; (3) position the reinforcement component to extend between the first and second ends of the ligament; and (4) tension the reinforcement component directly between the first and second fasteners. *See, e.g.*, Exhibits O-R.

81. Arthrex's customers thus directly perform the methods claimed in the '449 patent by performing the above steps on patients to perform ligament augmentation with Arthrex's InternalBrace ligament augmentation repair product.

The '129 Patent

82. The '129 patent contains four independent claims and twenty-nine dependent claims.

83. The inventions claimed in the '129 patent are generally directed to implants for repairing a joint between a first bone and a second bone. The claims of the '129 patent are also directed to a method for stabilizing a weakened portion of a ligament.

84. The inventions claimed in the '129 patent provide for the repair, reconstruction, augmentation, and securing of tissue or implants during a surgical procedure and "on the way out" after the surgical procedure has been performed.

85. Independent claim 24 of the '129 patent, which claims a method for stabilizing a weakened portion of a ligament of a patient's body, follows:

> 24. A method for stabilizing a weakened portion of a ligament of a patient's body, the method comprising:

a) performing a surgical procedure on the patient's body through a surgical incision proximate the weakened portion of the ligament, the ligament including an upper end at a first side of the weakened portion and a lower end at an opposite second side of the weakened portion;

b) securing a first fastener to the upper end and a first bone portion proximate the upper end;

c) securing a second fastener to the lower end and a second bone portion proximate the lower end; and

d) securing a suture directly to the first and second fasteners and tightening the suture.

Exhibit A at 34:52-65.

86. Arthrex infringes the '129 patent by making, using, importing, offering to sell, and/or selling its InternalBrace product and by instructing and training its physician-customers on the use of Arthrex's InternalBrace ligament augmentation repair product. Arthrex instructs and trains its customers to perform a method of stabilizing a weakened portion of a ligament on a patient's body by using Arthrex's InternalBrace product, as seen, for example, in Exhibits P (InternalBrace MCL Repair and Augmentation); Exhibit Q (AITFL InternalBrace Ligament Augmentation); Exhibit R (Brostrom Repair with InternalBrace Ligament Augmentation); and Exhibit S (InternalBrace Ligament Augmentation Repair – Deltoid).

87. Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to perform the following steps to stabilize a weakened portion of a ligament of a patient's body using its InternalBrace product: (1) perform a surgical procedure on the patient's body through a surgical incision proximate the weakened portion of the ligament, where the ligament includes an upper end and a lower end; (2) secure a fastener to the upper end of the ligament and a first bone proximate the upper end of the ligament; (3) secure a second fastener to the lower end of the ligament and a second bone

proximate the lower end of the ligament; and (4) secure a suture directly to the first and second fasteners and tightening the suture. *See, e.g.*, Exhibits O-R.

88. Arthrex's customers thus directly perform the claimed methods in the '129 patent by performing the above steps on patients to stabilize a weakened portion of a ligament with Arthrex's InternalBrace ligament augmentation repair product.

The '584 Patent

89. The '584 patent contains two independent claims and twenty-two dependent claims.

90. The inventions claimed in the '584 patent are generally directed to tissue systems and methods for fixation and stabilization of tissue.

91. Independent claim 1, which claims a method of tensioning an elongate member, follows:

> 1. A method of tensioning an elongate member, the method comprising:
>
> looping the elongate member through a graft, wherein the graft is configured to be secured to at least one of a first tissue and a bone;
>
> passing at least one end of the elongate member through at least one of a second tissue and bone;
>
> providing a cannulated tensioning device comprising:
>
> a cannulated tube, having a proximal end and a distal end, and defining a longitudinal passage along a central longitudinal axis;
>
> a handle attached to the proximal end of the cannulated tube, wherein the handle is configured to allow the elongate member to pass through at least a portion of the cannulated tube and the handle; and
>
> a tensioning mechanism disposed on the handle of the tensioning device, the tensioning mechanism comprising:
>
> a rotation assembly;
>
> at least one biasing member configured to apply a tension force to the elongate member; and

> a rotatable shaft positioned along an axis perpendicular to and intersecting the axis defined by the longitudinal passage of the cannulated tube, the rotatable shaft having an open end slotted aperture;
>
> advancing the at least one end of the elongate member through the cannulated suture tensioning device;
>
> capturing and securing the elongate member in the slotted aperture of the rotatable shaft of the tensioning mechanism; and
>
> rotating the rotation assembly of the tensioning mechanism to apply tension to the elongate member as the rotation assembly wraps the elongate member around the rotatable shaft, thereby tightening the elongate member and tensioning the graft.

92. Arthrex infringes the '584 patent by making, using, importing, offering to sell, and/or selling its Suture Tensioner with Tensiometer (AR-1529) product and by instructing and training its physician-customers on the use of Arthrex's Suture Tensioner with Tensiomoter (AR-1529) product to tension graft(s). Arthrex instructs and trains its customers to perform a method of tensioning an elongate member to tension a graft by using Arthrex's Suture Tensioner with Tensiometer (AR-1529), as seen, for example, in Exhibit T (ACL Graft Tensioning using the Suture Tensioner with Tensiometer).

93. Arthrex teaches, instructs, trains, guides, and directs its medical professional customers, including its physician-customers, to perform the following steps to tension an elongate member using its Suture Tensioner with Tensiometer product: (1) looping an elongate member (*e.g.* a suture) through a graft that is configured to be secured to at least one of a first tissue and a bone; (2) passing at least one end of the elongate member through at least one of a second tissue and bone; (3) providing a cannulated tensioning device (*e.g.* Arthrex's Suture Tensioner with Tensiometer (AR-1529)) device comprising a cannulated tube, a handle attached to the proximal end of the cannulated tube, and a tensioning mechanism comprising a rotation assembly, a biasing member configured to apply a tension force to the elongate member, and a rotatable shaft, said tensioning mechanism disposed on the handle of the tensioning device; (4)

advancing the at least one end of the elongate member through the cannulated suture tensioning device; (5) capturing and securing the elongate member in a slotted aperture of the rotatable shaft of the tensioning mechanism; and (6) rotating the rotation assembly of the tensioning mechanism to apply tension to the elongate member as the rotation wraps the elongate member around the rotatable shaft, thereby tightening the elongate member and tensioning the graft. *See, e.g.*, Exhibit S.

94. Arthrex's customers thus directly perform the claimed methods in the '584 patent by performing the above steps on patients to tension an elongate member with Arthrex's Suture Tensioner with Tensiometer (AR-1529) product.

COUNT I

Infringement of U.S. Patent No. 10,881,440

95. P Tech re-alleges and incorporates by reference Paragraphs 1 through 94, above, as if fully set forth herein.

96. P Tech is the assignee and owner of all rights, title, and interest in and to the '440 patent.

97. Arthrex has directly infringed at least claim 1 of the '440 patent under 35 U.S.C. 271(a) by performing methods using its infringing FiberTak Soft Anchor product. On information and belief, Arthex's direct infringement is ongoing.

98. Arthrex has directly infringed at least claims 10 and 15 of the '440 patent under 35 U.S.C. 271(a) by performing methods using its infringing FiberTak Soft Anchor product with the ArthroFlex Decellularized Dermal Allograft. On information and belief, Arthex's direct infringement is ongoing.

99. Arthrex has also indirectly infringed at least claims 1, 10, and 15 of the '129 patent under 35 U.S.C. § 271(b) by inducing others to directly infringe the claimed methods. Arthrex's indirect infringement is ongoing.

100. Arthrex has actively induced infringement of the '440 patent, including by selling its FiberTak Soft Anchor Product and its ArthroFlex Dermal Allograft to customers in the United States and facilitating, training, supporting, teaching, directing, and/or instructing the customers' and/or end-users' infringing use of the FiberTak Soft Anchor product and its ArthroFlex Dermal Allograft to perform a method securing body tissues, knowing that the use of the FiberTak Soft Anchor product infringes at least claim 1 of the '440 patent and that use of the FiberTak Soft Anchor product and the ArthroFlex Dermal Allograft infringes at least claims 10 and 15 of the '440 patent.

101. Arthrex has induced its customers and end-users to directly infringe the '440 patent by using the FiberTak Soft Anchor and the ArthroFlex Dermal Allograft and taking active steps, directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the FiberTak Soft Anchor in a manner that infringes at least claim 1 of the '440 patent and the FiberTak Soft Anchor and the ArthroFlex Dermal Allograft in a manner that infringes at least claims 10 and 15 of the '440 patent.

102. Upon information and belief, Arthrex possessed specific intent to: (1) induce direct infringement of at least claims 1of the '440 patent by its customers and/or end-users that used the FiberTak Soft Anchor; and (2) induce direct infringement of at least claims 10 and 15 of the '440 patent by its customers and/or end-users that used the FiberTak Soft Anchor and ArthroFlex Dermal Allograft.

103. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the FiberTak Soft Anchor and the ArthroFlex Dermal Allograft in infringing manners, and/or distributing and providing instructions, terms of use, or training that guide users to use those products in infringing manners.

104. Arthrex was objectively aware of, and had knowledge of, the ‘440 patent at least as early as the filing of this lawsuit. Upon information and belief, Arthrex has monitored P Tech’s patent activity and has known about the ‘440 patent since shortly after it issued.

105. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its FiberTak Soft Anchor and ArthroFlex Dermal Allograft products and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the FiberTak Soft Anchor and ArthroFlex Dermal Allograft products. In continuing to commit these acts of infringement, Arthrex is acting despite having knowledge of the ‘440 patent and knowledge that its actions constitute infringement of at least one valid and enforceable claim of the ‘440 patent.

106. Arthrex continues to act with knowledge of the ‘440 patent and despite an objectively high likelihood that its actions constitute infringement of at least one valid and enforceable claim of the ‘440 patent, and Arthrex knows or should know that its actions constitute an unjustifiably high risk of infringement of at least one valid and enforceable claim of the ‘440 patent.

107. Arthrex’s infringement of the ‘440 patent has been knowing and willful.

108. As a direct and proximate result of Arthrex’s acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

109. P Tech has no adequate remedy at law for Arthrex's acts of infringement and unless Arthrex's acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

COUNT II

Infringement of U.S. Patent No. 10,376,259

110. P Tech re-alleges and incorporates by reference Paragraphs 1 through 109, above, as if fully set forth herein.

111. P Tech is the assignee and owner of all rights, title, and interest in and to the '440 patent.

112. Arthrex has directly infringed at least claims 1 and 11 of the '259 patent under 35 U.S.C. § 271(a) by making, using, importing, offering to sell, and/or selling its infringing FiberTak Soft Anchor with TigerTail sutures. Arthrex's direct infringement is ongoing.

113. Arthrex has also indirectly infringed at least claims 1 and 11 of the '259 patent under 35 U.S.C. § 271(b) by inducing others to directly infringe. Arthrex's indirect infringement is ongoing.

114. Arthrex has actively induced infringement of the '259 patent, including by selling its FiberTak Soft Anchor with TigerTail suture products to customers in the United States and facilitating, training, supporting, teaching, directing, and instructing the customers' and/or end-users' infringing use of the FiberTak Soft Anchor with TigerTail suture products to stabilize tissue and implants, knowing that the use of the FiberTak Soft Anchor with TigerTail suture products infringes at least claims 1 and 11 of the '259 patent.

115. Arthrex has induced its customers and end-users to directly infringe the '259 patent by using the FiberTak Soft Anchor with TigerTail suture products and taking active steps,

directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the FiberTak Soft Anchor with TigerTail suture products in a manner that infringes at least claims 1 and 10 of the ‘259 patent.

116. Upon information and belief, Arthrex possessed specific intent to induce direct infringement of at least claims 1 and 10 of the ‘259 patent by its customers and/or end-users that used the FiberTak Soft Anchor with TigerTail suture products.

117. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the FiberTak Soft Anchor with TigerTail products in an infringing manner, and/or distributing and providing instructions, terms of use, or training that guide users to use the FiberTak Soft Anchor with TigerTail suture products in an infringing manner.

118. Arthrex was objectively aware of, and had knowledge of, the ‘259 patent at least as early as October 29, 2018, when P Tech sent a copy of the ‘259 patent to Arthrex and informed Arthrex of P Tech’s belief that Arthrex infringed the ‘259 patent.

119. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its FiberTak Soft Anchor with TigerTail suture products and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the FiberTak Soft Anchor with TigerTail suture products. In committing these acts of infringement, Arthrex acted despite having knowledge of the ‘259 patent and knowledge that its actions constituted infringement of at least one valid and enforceable claim of the ‘259 patent.

120. Arthrex acted with knowledge of the ‘259 patent and despite an objectively high likelihood that its actions constituted infringement of at least one valid and enforceable claim of

the ‘259 patent, and Arthrex knew or should have known that its actions constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the ‘259 patent.

121. Arthrex’s infringement of the ‘259 patent has been knowing and willful.

122. Arthrex’s infringement and behavior was egregious in light of the notice P Tech provided to Arthrex.

123. As a direct and proximate result of Arthrex’s acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

124. P Tech has no adequate remedy at law for Arthrex’s acts of infringement and unless Arthrex’s acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

COUNT III

Infringement of U.S. Patent No. 9,814,453 by Arthrex

125. P Tech re-alleges and incorporates by reference Paragraphs 1 through 124, above, as if fully set forth herein.

126. P Tech is the assignee and owner of all rights, title, and interest in and to the ‘453 patent.

127. Arthrex has directly infringed at least claims 1 and 3 of the ‘453 patent under 35 U.S.C. § 271(a) by making, using, importing, offering to sell, and/or selling its infringing FiberTak Soft Anchor products. Arthrex’s direct infringement is ongoing.

128. Arthrex has also indirectly infringed at least claims 1 and 3 of the ‘453 patent under 35 U.S.C. § 271(b) by inducing others to use the infringing FiberTak Soft Anchor products. Arthrex’s indirect infringement is ongoing.

129. Arthrex has actively induced infringement of the ‘453 patent, including by selling its FiberTak Soft Anchor to customers in the United States and facilitating, training, supporting, teaching, directing, and instructing the customers’ and/or end-users’ infringing use of the FiberTak Soft Anchor to stabilize tissue and implants, knowing that the use of the FiberTak Soft Anchor infringes at least claims 1 and 3 of the ‘453 patent.

130. Arthrex has induced its customers and end-users to directly infringe the ‘453 patent by using the FiberTak Soft Anchor and taking active steps, directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the FiberTak Soft Anchor in a manner that infringes at least claims 1 and 3 of the ‘453 patent.

131. Upon information and belief, Arthrex possessed specific intent to induce direct infringement of at least claims 1 and 3 of the ‘453 patent by its customers and/or end-users that used the FiberTak Soft Anchor.

132. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the FiberTak Soft Anchor in an infringing manner, and/or distributing and providing instructions, terms of use, or training that guide users to use the FiberTak Soft Anchor in an infringing manner.

133. Arthrex was objectively aware of, and had knowledge of, the ‘453 patent at least as early as August 28, 2018, when Dr. Bonutti sent a copy of the ‘453 patent to Arthrex. Further, on October 29, 2018, P Tech again sent a copy of the ‘453 patent to Arthrex and informed Arthrex of P Tech’s belief that Arthrex’s FiberTak Soft Anchor infringed the ‘453 patent.

134. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its FiberTak Soft

Anchor and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the FiberTak Soft Anchor. In committing these acts of infringement, Arthrex acted despite having knowledge of the '453 patent and knowledge that its actions constituted infringement of at least one valid and enforceable claim of the '453 patent.

135. Arthrex acted with knowledge of the '453 patent and despite an objectively high likelihood that its actions constituted infringement of at least one valid and enforceable claim of the '453 patent, and Arthrex knew or should have known that its actions constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '453 patent.

136. Arthrex's infringement of the '453 patent has been knowing and willful.

137. Arthrex's infringement and behavior was egregious in light of the notice P Tech provided to Arthrex.

138. As a direct and proximate result of Arthrex's acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

139. P Tech has no adequate remedy at law for Arthrex's acts of infringement and unless Arthrex's acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

COUNT IV

Infringement of U.S. Patent No. 9,999,449 by Arthrex

140. P Tech re-alleges and incorporates by reference Paragraphs 1 through 139, above, as if fully set forth herein.

141. P Tech is the assignee and owner of all rights, title, and interest in and to the '449 patent.

142. Arthrex has directly infringed at least claim 1 of the ‘449 patent under 35 U.S.C. § 271(a) by using its infringing InternalBrace used for ligament and tendon repair. Arthrex’s direct infringement is ongoing.

143. Arthrex has also indirectly infringed at least claim 1 of the ‘449 patent under 35 U.S.C. § 271(b) by inducing others to directly infringe the claimed method. Arthrex’s indirect infringement is ongoing.

144. Arthrex has actively induced infringement of the ‘449 patent, including by selling its InternalBrace to customers in the United States and facilitating, training, supporting, teaching, directing, and instructing the customers’ and/or end-users’ infringing use of the InternalBrace, knowing that the use of the InternalBrace infringes at least claim 1 of the ‘449 patent.

145. Arthrex has induced its customers and end-users to directly infringe the ‘449 patent by using the InternalBrace and taking active steps, directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the InternalBrace in a manner that infringes at least claim 1 of the ‘449 patent.

146. Upon information and belief, Arthrex possessed specific intent to induce direct infringement of at least claim 1 of the ‘449 patent by its customers and/or end-users that used the InternalBrace.

147. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the InternalBrace in an infringing manner, and/or distributing and providing instructions, terms of use, or training that guide users to use the InternalBrace in an infringing manner.

148. Arthrex was objectively aware of, and had knowledge of, the ‘449 patent at least as early as August 28, 2018, when Dr. Bonutti sent a copy of the ‘449 patent to Arthrex. Further,

on October 29, 2018, P Tech again sent a copy of the ‘449 patent to Arthrex and informed Arthrex of P Tech’s belief that Arthrex infringed the ‘449 patent.

149. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its InternalBrace and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the InternalBrace. In committing these acts of infringement, Arthrex acted despite having knowledge of the ‘449 patent and knowledge that its actions constituted infringement of at least one valid and enforceable claim of the ‘449 patent.

150. Arthrex acted with knowledge of the ‘449 patent and despite an objectively high likelihood that its actions constituted infringement of at least one valid and enforceable claim of the ‘449 patent, and Arthrex knew or should have known that its actions constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the ‘449 patent.

151. Arthrex’s infringement of the ‘449 patent has been knowing and willful.

152. Arthrex’s infringement and behavior was egregious in light of the notice P Tech provided to Arthrex.

153. As a direct and proximate result of Arthrex’s acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

154. P Tech has no adequate remedy at law for Arthrex’s acts of infringement and unless Arthrex’s acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

COUNT V

Infringement of U.S. Patent No. 9,579,129 by Arthrex

155. P Tech re-alleges and incorporates by reference Paragraphs 1 through 154, above, as if fully set forth herein.

156. P Tech is the assignee and owner of all rights, title, and interest in and to the '129 patent.

157. Arthrex has directly infringed at least claim 24 of the '129 patent under 35 U.S.C. § 271(a) by performing methods using its infringing InternalBrace ligament augmentation repair product. Arthrex's direct infringement is ongoing.

158. Arthrex has also indirectly infringed at least claim 24 of the '129 patent under 35 U.S.C. § 271(b) by inducing others to directly infringe the claimed method. Arthrex's indirect infringement is ongoing.

159. Arthrex has actively induced infringement of the '129 patent, including by selling its InternalBrace to customers in the United States and facilitating, training, supporting, teaching, directing, and instructing the customers' and/or end-users' infringing use of the InternalBrace to perform a method for stabilizing a weakened portion of a ligament of a patient's body, knowing that the use of the InternalBrace infringes at least claim 24 of the '129 patent.

160. Arthrex has induced its customers and end-users to directly infringe the '129 patent by using the InternalBrace and taking active steps, directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the InternalBrace in a manner that infringes at least claim 24 of the '129 patent.

161. Upon information and belief, Arthrex possessed specific intent to induce direct infringement of at least claim 24 of the ‘129 patent by its customers and/or end-users that used the InternalBrace.

162. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the InternalBrace in an infringing manner, and/or distributing and providing instructions, terms of use, or training that guide users to use the InternalBrace in an infringing manner.

163. Arthrex was objectively aware of, and had knowledge of, the ‘129 patent at least as early as August 28, 2018, when Dr. Bonutti sent a copy of the ‘129 patent to Arthrex. Further, on October 29, 2018, P Tech again sent a copy of the ‘129 patent to Arthrex and informed Arthrex of P Tech’s belief that Arthrex infringed the ‘129 patent.

164. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its InternalBrace and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the InternalBrace. In committing these acts of infringement, Arthrex acted despite having knowledge of the ‘129 patent and knowledge that its actions constituted infringement of at least one valid and enforceable claim of the ‘129 patent.

165. Arthrex acted with knowledge of the ‘129 patent and despite an objectively high likelihood that its actions constituted infringement of at least one valid and enforceable claim of the ‘129 patent, and Arthrex knew or should have known that its actions constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the ‘129 patent.

166. Arthrex’s infringement of the ‘129 patent has been knowing and willful.

167. Arthrex's infringement and behavior was egregious in light of the notice P Tech provided to Arthrex.

168. As a direct and proximate result of Arthrex's acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

169. P Tech has no adequate remedy at law for Arthrex's acts of infringement and unless Arthrex's acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

COUNT VI

Infringement of U.S. Patent No. 10,517,584

170. P Tech re-alleges and incorporates by reference Paragraphs 1 through 169, above, as if fully set forth herein.

171. P Tech is the assignee and owner of all rights, title, and interest in and to the '129 patent.

172. Arthrex has directly infringed at least claim 1 of the '584 patent under 35 U.S.C. § 271(a) by performing methods using its infringing Suture Tensioner with Tensiometer product. Arthrex's direct infringement is ongoing.

173. Arthrex has also indirectly infringed at least claim 1 of the '584 patent under 35 U.S.C. § 271(b) by inducing others to directly infringe the claimed method. Arthrex's indirect infringement is ongoing.

174. Arthrex has actively induced infringement of the '584 patent, including by selling its Suture Tensioner with Tensiometer product to customers in the United States and facilitating, training, supporting, teaching, directing, and instructing the customers' and/or end-users' infringing use of the Suture Tensioner with Tensiometer product to perform a method for

tensioning an elongate member and tensioning a graft, knowing that such use of the Suture Tensioner with Tensiometer product infringes at least claim 1 of the ‘584 patent.

175. Arthrex has induced its customers and end-users to directly infringe the ‘584 patent by using the Suture Tensioner with Tensiometer product and taking active steps, directly and/or through contractual relationships with others, with specific intent to cause its customers and/or end users to use the Suture Tensioner with Tensiometer product in a manner that infringes at least claim 1 of the ‘584 patent.

176. Upon information and belief, Arthrex possessed specific intent to induce direct infringement of at least claim 1 of the ‘584 patent by its customers and/or end-users that used the Suture Tensioner with Tensiometer product.

177. Such steps by Arthrex include, among other things, advising, supporting, and directing customers and end-users to use the Suture Tensioner with Tensiometer product in an infringing manner, and/or distributing and providing instructions, terms of use, or training that guide users to use the Suture Tensioner with Tensiometer product in an infringing manner.

178. Arthrex was objectively aware of, and had knowledge of, the ‘584 patent at least as early as October 29, 2018, when P Tech sent a copy of the ‘584 patent to Arthrex and informed Arthrex of P Tech’s belief that Arthrex infringed the ‘584 patent.

179. Arthrex has committed and continues to commit acts of infringement under 35 U.S.C. § 271 by making using, importing, offering to sell, and/or selling its Suture Tensioner with Tensiometer product and teaching, instructing, training, guiding, and directing its customers and end-users on the use of the Suture Tensioner with Tensiometer product. In committing these acts of infringement, Arthrex acted despite having knowledge of the ‘584 patent and knowledge

that its actions constituted infringement of at least one valid and enforceable claim of the '584 patent.

180. Arthrex acted with knowledge of the '584 patent and despite an objectively high likelihood that its actions constituted infringement of at least one valid and enforceable claim of the '129 patent, and Arthrex knew or should have known that its actions constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '584 patent.

181. Arthrex's infringement of the '584 patent has been knowing and willful.

182. Arthrex's infringement and behavior was egregious in light of the notice P Tech provided to Arthrex.

183. As a direct and proximate result of Arthrex's acts of infringement, P Tech has suffered and continues to suffer damages and irreparable harm.

184. P Tech has no adequate remedy at law for Arthrex's acts of infringement and unless Arthrex's acts of infringement are enjoined, P Tech will continue to be damaged and irreparably harmed.

Jury Demand

Under Rule 38(b) of the Federal Rules of Civil Procedure, P Tech demands a trial by jury of all issues so triable.

Prayer for Relief

WHEREFORE, P Tech respectfully requests that the Court enter judgment against Arthrex and respectfully prays that the Court enter an order:

A. Finding that Arthrex has directly and/or indirectly infringed one or more claims of U.S. Patent Nos. 10,881,440, 10,376,259, 9,814,453; 9,999,449, 9,579,129, and 10,517,584 under 35 U.S.C. § 271(a) and/or (b);

B. Enjoining Arthrex and its officers, agents, servants, employees, and representatives, and all others in active concert or participation with it, from further infringing U.S. Patent Nos. 10,881,440, 10,376,259, 9,814,453; 9,999,449, 9,579,129, and 10,517,584 and from further manufacture, use, importation, offer for sale, and sale of Arthrex's infringing products and methods;

C. Awarding damages to P Tech to compensate P Tech under 35 U.S.C. § 284 for Arthrex's ongoing infringement of U.S. Patent Nos. 10,881,440, 10,376,259, 9,814,453; 9,999,449, 9,579,129, and 10,517,584;

D. Finding that Arthrex's infringement has been willful;

E. Trebling the damage award under 35 U.S.C. § 284;

F. Finding this to be an exceptional case under 35 U.S.C. § 285 and awarding P Tech its reasonable attorney fees and expenses in this action;

G. Awarding P Tech pre-judgment and post-judgment interest;

H. Awarding P Tech its costs in this action; and

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

Dated: June 30, 2021

Respectfully submitted,

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