IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SIGNODE INDUSTRIAL GROUP LLC, Plaintiff, v. POLYCHEM, LLC, Defendant.	C.A. No. _____ Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Signode Industrial Group LLC files this complaint for patent infringement against Defendant Polychem, LLC and alleges as follows.

INTRODUCTION

1. This is a patent-infringement action seeking a preliminary injunction. Signode is one of the world's premier industrial-packaging providers that designs, makes, and sells strapping tools for bundling and unitizing goods with plastic strap. Polychem sells strapping tools that compete with Signode's.

2. Late last year, Polychem started advertising its next-generation strapping tool: the Evolution LT. Polychem recently began selling the Evolution LT in the United States. Polychem or its Italian manufacturing arm Itatools S.r.l. retained a former Signode employee—Flavio Finzo—to help develop the Evolution LT. Finzo worked for Signode for over 40 years, was intimately involved with Signode's strapping tool development, and is a named inventor on more than 300 Signode patents and patent applications.

3. Unsurprisingly, Polychem's Evolution LT includes several features covered by Signode's patents, including two patents naming Finzo as an inventor. Polychem highlights one of

these patented features that Finzo developed—a "lever-less feature"—as a key selling point of the Evolution LT, touting that it will be "[t]he world's first lever-free tool on the market."

4. Signode's current-generation strapping tools do not include the lever-less feature, though it is in the pipeline for Signode's next-generation offering.

5. Allowing Polychem to introduce a tool that includes a first of its kind feature, as well as other Signode patented features described in this Complaint, will drastically affect Signode's standing in the market and could affect Signode's ability to successfully sell a strapping tool with the lever-less feature, preventing Signode from receiving the benefits of its own innovation. Accordingly, Signode asks this Court to enjoin Polychem from making, having made, using, importing, supplying, distributing, offering for sale, and selling the Evolution LT.

THE PARTIES

6. Signode is a Delaware limited liability company with its principal place of business at Hidden River Corporate Center Two, 14025 Riveredge Drive, Suite 500, Tampa, Florida, 33637.

7. Polychem is a Delaware limited liability company having its principal place of business at 6277 Heisley Road, Mentor, Ohio 44060. Polychem appears to have changed its operating name to Greenbridge in 2021, though Delaware State records do not appear to reflect the name change.

NATURE OF THE ACTION

8. This is a civil action arising under the patent laws of the United States, 35 U.S.C. § 1 et seq., including 35 U.S.C. § 271, based on Polychem's infringement of certain claims of U.S. Patent Nos. 9,586,708 ("the '708 Patent"); 11,104,460 ("the '460 Patent"); and 11,267,596 ("the '596 Patent") (collectively, the "Asserted Patents").

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the claims arise under the United States patent laws, 35 U.S.C. § 1 et seq., including 35 U.S.C. § 271.

10. This Court has personal jurisdiction over Polychem because it is incorporated in the State of Delaware.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) because Polychem is incorporated in the State of Delaware and therefore "resides" in this judicial district.

THE ASSERTED PATENTS

12. The United States Patent and Trademark Office issued the '708 Patent, entitled "Strapping Apparatus," on May 7, 2017.

13. Signode lawfully owns the '708 Patent, and a true and correct copy of the '708 Patent is attached as Exhibit "A."

14. The United States Patent and Trademark Office issued the '460 Patent, entitled "Strapping Apparatus," on August 31, 2021.

15. Signode lawfully owns the '460 Patent, and a true and correct copy of the '460 Patent is attached as Exhibit "B."

16. The United States Patent and Trademark Office issued the '596 Patent, entitled "Strapping Device Having A Pivotable Rocker," on March 8, 2022.

17. Signode lawfully owns the '596 Patent, and a true and correct copy of the '596 Patent is attached as Exhibit "C."

FACTUAL BACKGROUND

Signode's Business and Relevant Patents

18. Signode and its global affiliates form one of the world's premier industrial-packaging providers with a rich history dating back over a century. Signode makes and sells hundreds of products that protect its customers' goods during warehousing and transit. Those products include consumables—such as plastic strap, steel strap, and plastic stretch film—and tools and equipment that apply the consumables to goods to pack, bundle, unitize, protect, and secure them.

19. Signode employs over 9,000 people worldwide, including over 2,700 in the United States. Signode's 80 manufacturing facilities span the globe, with more than half of them in the United States.

20. In 2021, Signode generated about $2.5 billion in revenue, with about $1 billion generated via sales into the United States. Tools, equipment, spare parts, and service offerings made up about 25% of Signode's global revenue and about 20% of Signode's revenue in the United States.

21. The high-end market for industrial-packaging tools and equipment in which Signode participates has only a handful of significant players per product line. Because of the few large players in the market, being first to market with an innovative new product or feature often determines market share. This incentivizes innovation and drives companies to get innovative technology to market quickly to protect their market share and keep competitors at bay.

22. Signode has grown its global patent portfolio to over 320 United States issued patents or pending patent applications and over 1,130 issued patents or pending patent applications outside the United States. Signode's portfolio covers over 320 inventions and spans diverse business platforms, as well as the different countries in which it operates. Signode's sizable patent

portfolio demonstrates its pioneering role and commitment to protecting its technology and market share.

23. Many of Signode's pioneering innovations and patents are directed to battery-powered strapping tools used to form a tensioned loop of plastic strap around a load of goods to bundle them together or to unitize them onto a pallet ("battery plastic strapping tools"). An operator wraps the thin, narrow, and flexible strap around the load of goods and positions the leading end of the strap below another portion of the strap. The operator introduces these overlapped strap portions into the tool so a tension wheel presses the overlapped strap portions onto a tensioning plate. The operator then presses a button or two, which causes the tensioning wheel to rotate in a tensioning direction to pull the strap tight—or "tension" the strap—around the load. After tensioning, a friction welder is lowered onto the overlapping portions of the strap and seals those portions of the strap together, forming the tensioned strap loop around the load.

24. Signode sells its current-generation battery plastic strapping tools globally under three brands: the Signode® BXT3-13/16/19/32 series, the Orgapack® ORT-130/260/450/670 series, and the Strapex® 71/73/75/77 series. Because all of these tools rely on the same underlying technology, we collectively refer to them throughout as the "BXT3" and the "BXT3 series."

25. The BXT3 series makes up over half of the global market share for high-end battery plastic strapping tools.

26. Being one of Signode's most innovative and profitable product lines, Signode has more than 180 patents and patent applications around the world covering battery plastic strapping tools, including patents covering more than 15 of the BXT3's inventive features and several features that Signode developed but did not include in the BXT3 or its predecessors. Three of those patents are the '708 Patent, the '460 Patent, and the '596 Patent.

27. The '708 Patent covers a strapping tool with a keypad locking feature that prevents a user from changing an operating parameter of the tool while a lock is active while still enabling the user to operate the tool to form a tensioned strap loop around a load of goods. The '708 Patent describes a strapping tool with a plurality of actuating elements, such as buttons, usable to change the operating parameter of the tool, such as the tensioning force or the weld time. By activating the lock, adjustment of the operating parameter is prohibited until the user deactivates the lock.

28. Finzo is the sole inventor on the '708 Patent.

29. The BXT3 is protected by the '708 Patent.

30. The '460 Patent covers a strapping tool in which the connection between the motor and the tensioning wheel can be eliminated to enable the tensioning wheel to reverse direction after the tensioning and sealing processes are complete to reduce the tension in the strap before the tool is removed from the tensioned strap loop. This gradual reduction reduces the dynamic load on the weld and therefore reduces the likelihood of the weld failing.

31. The BXT3 is protected by the '460 Patent.

32. The '596 Patent, which issued about a month ago, covers a strapping tool with the lever-less feature. The strapping tool includes a motor that, through gearing or some other

connection, pivots the rocker carrying the tensioning wheel to change the distance between the tensioning wheel and the tensioning plate and enable a user to insert and remove the strap. That same motor, also through gearing or some other connection, moves the friction-welding device from a release position to a weld position.

33. Finzo is one of the inventors on the ’596 Patent.

34. The BXT3 does not have this lever-less feature, though it is part of Signode’s current product development pipeline. This feature, if combined with the myriad of patented features in Signode’s already industry-leading BXT3, would result in a tool that would be the first of its kind in the market.

Polychem’s Business

35. Polychem was founded in 1974 as Polychem Corp. and manufactured polyester, polypropylene, and cord strapping. After a few years, Polychem added complementary tools, equipment, and accessories to its product line.

36. After several acquisitions in the United States and Mexico, Polychem expanded its product portfolio to include cornerboard, strap accessories, strapping tools, strapping equipment, and complete systems and services required for end-of-line packaging and supply chain solutions.

37. On information and belief, in 2019 Polychem acquired a controlling interest in Itatools.

38. Itatools manufactures battery plastic strapping tools for Polychem.

39. Polychem is one of the few companies that compete with Signode in the high-end battery plastic strapping tool market.

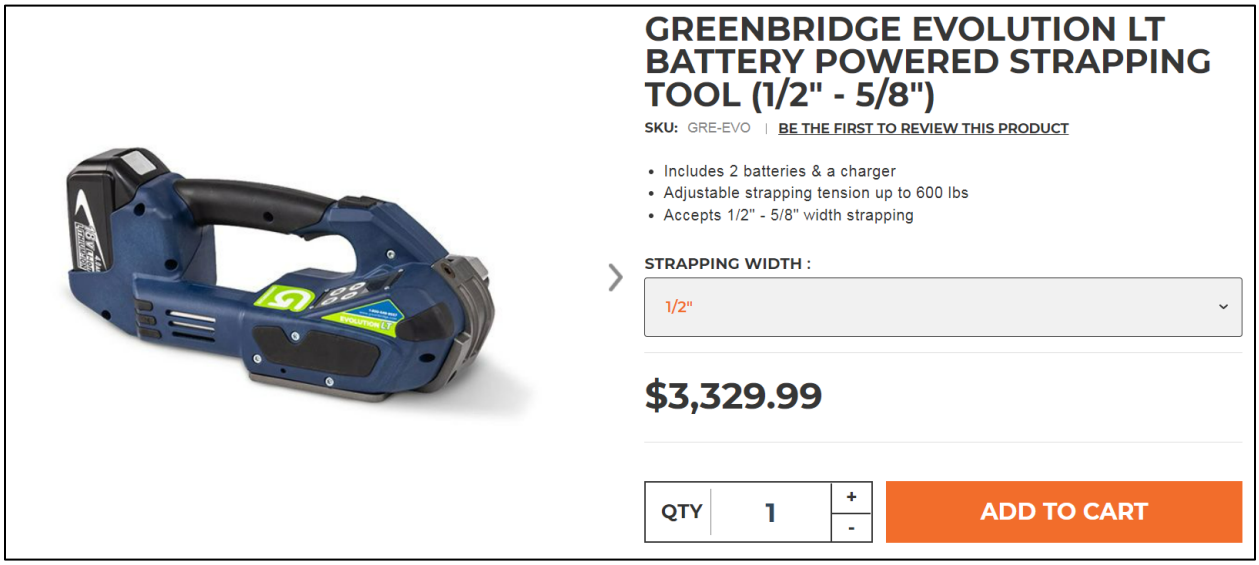
40. Recently, Polychem or Itatools manufactured the Evolution LT battery plastic strapping tool and started marketing this tool to the United States market through at least its website and videos posted to YouTube that show the tool in action.

41. Polychem touts the Evolution LT as "[t]he world's first lever-free tool on the market." New! Evolution LT Battery Powered Smart Friction Weld Tool, *available at* https://www.greenbridge.com/products/evolution-lt-battery-powered-smart-friction-weld-tool/ (last visted Mar. 30, 2022).

42. Polychem also advertises the Evolution LT's ability to "Set + lock tensioning force, welding time + operating mode on touch screen or via smart phone or tablet." Introducing the Evolution LT, *available at* https://www.greenbridge.com/wp-content/uploads/2021/08/Greenbridge-EVO-LT-Web-8-25-2021.pdf (last visited Mar. 30, 2022).

43. Polychem's website includes an Evolution LT product manual that shows the components of and describes the operation of the Evolution LT. Evolution LT Operation Manual, *available at* https://www.greenbridge.com/wp-content/uploads/2021/08/81721-Evolution-LT-13-16-Manual-Ed.07-21.pdf (last visited Mar. 30, 2022).

44. The Evolution LT recently became on sale in the United States:



Rocket Industrial, Greenbridge Evolution LT, *available at* https://www.rocketindustrial.com/greenbridge-evolution-lt-strapping-tool.html (last visited Apr. 19, 2022).

Ex-Signode Employee and Inventor Flavio Finzo

45. Flavio Finzo is a resident of Switzerland and was a long-time Signode engineer.

46. Signode's Swiss affiliate hired Finzo in 1972.

47. Over the next 40 years, Finzo worked as an engineer developing Signode's strapping tools, including the BXT3 and its predecessors.

48. The fact that Finzo is a named inventor on over 300 of Signode's patents and patent applications—including the '708 and '596 Patents—evidence his significant contributions to developing innovative products and features for Signode.

49. As an integral member of Signode's lean engineering team, Finzo participated in Signode's future product development opportunities—particularly relating to battery plastic strapping tools—and was privy to sensitive company business information about Signode's

product development. This information included competitive intelligence, business plans, and future release dates for Signode tools and tool features.

50. Finzo knew Signode's position in the industrial-packaging tools and equipment market and was familiar with Signode's competitors in that market.

51. As one of the inventors on the '596 Patent, Finzo was well aware and had intimate knowledge of Signode's innovative idea for a lever-less feature to be used on Signode's future battery plastic strapping tools. Because Finzo was one of the lead inventors on the '596 Patent, he was also aware of Signode's desire to manufacture and sell a strapping tool with the new lever-less feature.

52. As Finzo had been an engineer in the industrial-packaging tools and equipment market for over four decades, he was especially familiar with the industry and knew that the lever-less feature could transform the market for strapping tools.

53. Finzo was scheduled to retire from Signode in early 2011, but remained employed until the end of 2014 due to his involvement in ongoing projects, including development of the BXT3. Finzo's latest employment contract included a one-year noncompete clause that terminated at the end of 2015.

54. In 2017, Finzo founded (or co-founded) FiNZO GmbH, a company domiciled in Switzerland and offering engineering and project management services.

55. Finzo holds the position of director at FiNZO GmbH.

Finzo, Polychem, and Polychem's Infringement

56. On information and belief, Finzo was employed as a consultant, either individually or through FiNZO GmbH, by Itatools or Polychem to design a battery plastic strapping tool to directly compete with Signode's BXT3.

57. On information and belief, Finzo helped design the Evolution LT for Itatools and Polychem, as evidenced by Itatools listing Finzo as an inventor on its patent applications that were filed to protect various features of the Evolution LT.

58. Signode bought an Evolution LT tool from a European distributor and used and partially disassembled the tool to determine what features this new tool offered.

59. The Evolution LT has multiple features that infringe several of Signode's patents, including the '708 Patent, the '460 Patent, and the '596 Patent.

60. The Evolution LT features a keypad lock preventing operating parameters from being adjusted while still enabling the tool to operate; a wrap spring actuatable to enable the tensioning wheel to rotate backwards to release tension in the strap after welding is complete; and a motor-driven rocker to change the position of the tensioning wheel and to move the friction welder between release and welding positions.

61. Two years ago, Itatools filed two U.S. patent applications that later published as U.S. Patent Application Publication Nos. 2020/0339289 ("the '289 Publication") and 2020/0339290 ("the '290 Publication"). The '289 and '290 Publications claim priority to an Italian patent application filed in April 2019 and seem to describe features of the Evolution LT. Finzo is the only inventor named on the '289 Publication and the '290 Publication. True and correct copies of the '289 Publication and the '290 Publication are respectively attached as Exhibits "D" and "E."

62. On information and belief, Finzo designed and developed battery plastic strapping tools for Polychem and Itatools based on features he invented or co-invented for Signode while employed by Signode.

63. On information and belief, Finzo designed the lever-less feature for the Evolution LT based on the fundamental lever-less feature concept he helped develop while employed by Signode.

64. On information and belief, Polychem's manufacturing arm, Itatools, hired Finzo to design the Evolution LT to include a lever-less feature.

65. On information and belief, when Polychem hired Finzo, Polychem knew Finzo was a longtime Signode engineer who worked on Signode's battery plastic strapping tools.

66. On information and belief, when Polychem hired Finzo, it knew Finzo was named as an inventor on multiple Signode battery plastic strapping tool patents.

67. On information and belief, Finzo's familiarity with Signode's business plans and concepts, including when features would be included in Signode's product pipeline, allowed him to design a battery plastic strapping tool for Polychem and Itatools with a new lever-less feature that he knew Signode would not add to its battery plastic strapping tools for several years.

68. On information and belief, Finzo designed the battery plastic strapping tools with features he knew were in the BXT3 and were key to penetrating the top end of the market, such as the keypad locking functionality and the tension release feature. Finzo also designed the tools to include a lever-less feature for Polychem so that they could get a jump on their primary competition—Signode—and be first to introduce the lever-less feature into the market.

69. The ability for Polychem to be first to market with the Signode designed and patented lever-less feature combined with the keypad locking and tension release features will drastically affect Signode's place in the market and could affect Signode's ability to successfully sell a strapping tool with a lever-less feature, preventing Signode from receiving the benefits of its own innovation.

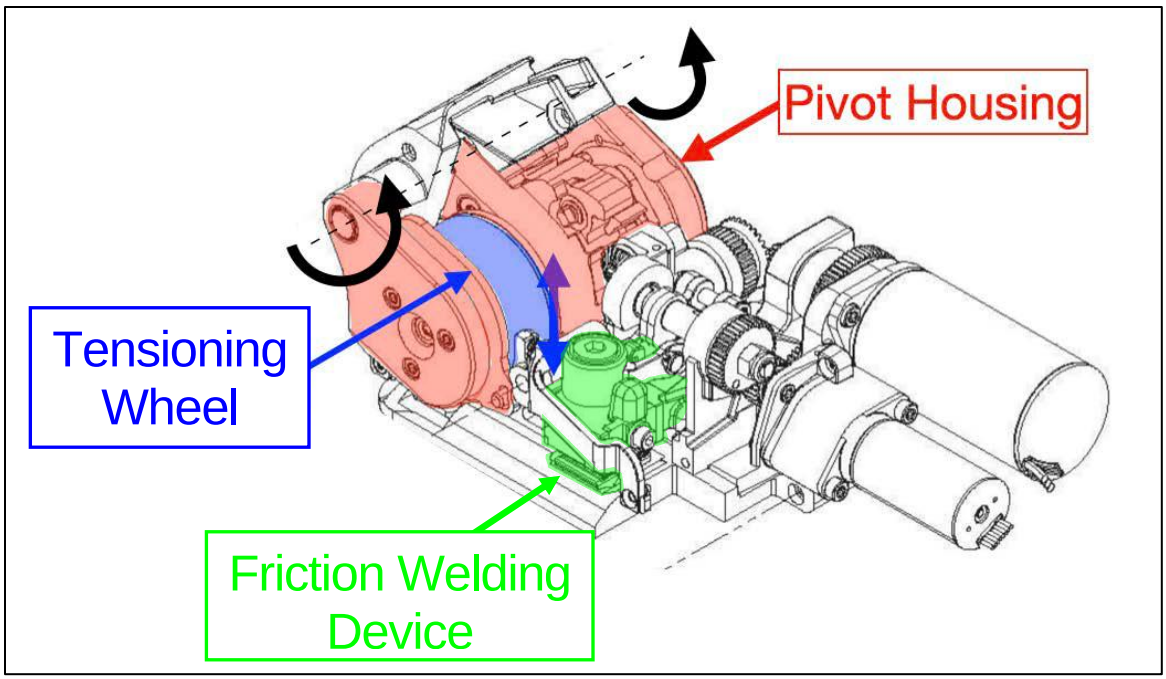
COUNT I
INFRINGEMENT OF THE '708 PATENT

70. Signode incorporates by reference the allegations in Paragraphs 1 through 69 above.

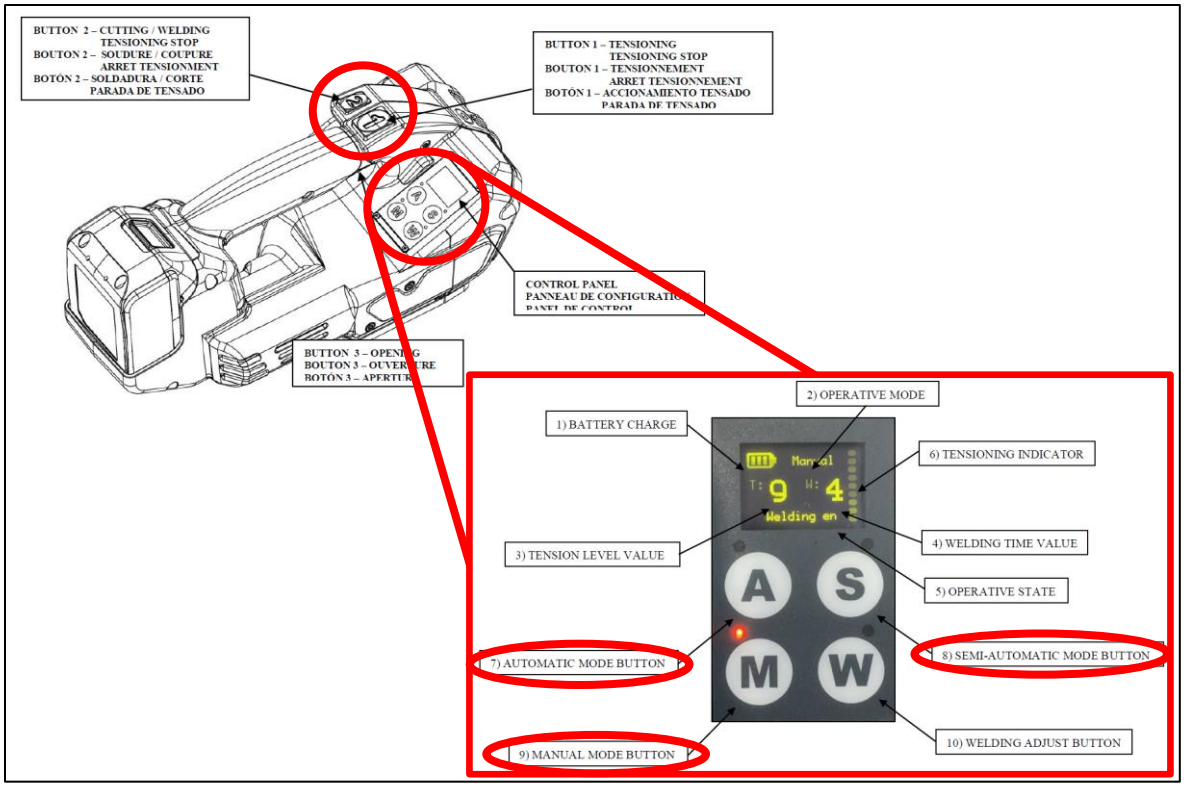
71. The '708 Patent covers a strapping tool with a keypad locking feature that prevents a user from changing an operating parameter of the tool while a lock is active while still enabling the user to operate the tool to form a tensioned strap loop around a load of goods. The '708 Patent describes a strapping tool with a plurality of actuating elements, such as buttons, usable to change the operating parameter of the tool, such as the tensioning force and the weld time. By activating the lock, adjustment of these operating parameters is prohibited until the user deactivates the lock.

72. Polychem has infringed and will infringe at least claim 1 of the '708 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale at least the Evolution LT.

73. For example, the Evolution LT is a strapping apparatus that includes a base plate that can be set on an article to be strapped. The Evolution LT also includes a tension wheel that can be raised and lowered to bring it in and out of contact with the strap and a friction welding device that permanently seals overlapping strap layers to each other.



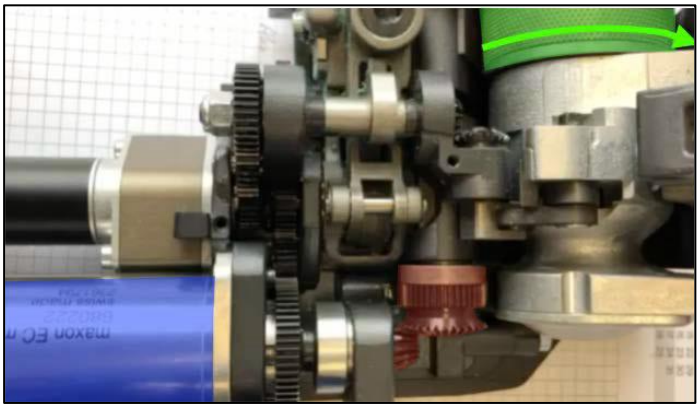
74. The Evolution LT also includes a plurality of actuating elements, including two buttons above and forward of the handle (the tensioning and welding buttons), a trigger on the underside of the handle, and four pushbuttons on a control panel to the right of the handle. These actuating elements are used to adjust operating parameters and control operating functions. For example, the pushbuttons on the control panel may be used to adjust the tension force and weld time parameters and the tension and welding buttons forward of the handle control their respective operating functions. Depressing the tension button starts a motor which drives the tensioning wheel and the friction welding device. For example, when the Evolution LT is in "automatic mode," both the tensioning and welding functions occur as a result of the tensioning button being pressed. In a "semi-automatic mode," when the tensioning button is held until the set tension force is reached, the motor operates the welding and cutting functions.



5.3 OPERATING MODE / MODE D'EXPLOITATION / FUNCIONAMENTO

Eng - Press button A (Automatic) - S (Semi-automatic) - M (Manual) to access the 3 operating modes (Automatic, Semi-automatic and Manual). The LED will light up corresponding to the operating mode in use and the latter will be memorized.

AUTOMATIC STRAPPING: Strapping is obtained by pressing the tension button 1. Tensioning, welding and cutting take place automatically. **TO INTERRUPT THE AUTOMATIC TENSION, PRESS THE TENSIONING BUTTONS 1 OR WELDING 2.** Attention: after 15 sec. tensioning stops by itself if maximum tension is not reached.
SEMI-AUTOMATIC STRAPPING: Strapping is obtained by keeping the tensioning button 1 pressed; when the strap is pulled to the maximum set value it is automatically welded and cut. During the tensioning phase, if the button 1 is released, the tension stops.
STRAPPING MANUAL: The tension is obtained by pressing key 1 when the strap is sufficiently stretched, press key 2 to carry out welding and cutting.



75. The Evolution LT also includes a lock function for preventing adjustment of the operating parameters via the control panel. While in the "locked" state, the tensioning button of the Evolution LT can still be used to start the tensioning and welding motor.

> **LOCKING AND RELEASE KEYS:** You can activate the key lock to prevent accidental change of settings. Keep press the A (Automatic) and S (Semi-automatic) buttons for 5 seconds. The tool will BEEP and on display appears info about **lock status**. Press A button to pass from "Disable" to "Enable". On display appears the written "LOCK". To back do the same procedure and press again A button.

76. In view of the foregoing, Polychem has directly infringed the '708 Patent in violation of 35 U.S.C. § 271(a).

77. Moreover, Polychem's infringement of the '708 Patent is willful. The developer of the Evolution LT, Flavio Finzo, is the only named inventor on the '708 Patent. As such, Polychem should have had—or did have—pre-suit knowledge of the '708 Patent. Further, Polychem has post-suit knowledge of the '708 Patent through the filing of this Complaint.

78. Despite this knowledge, Polychem acted recklessly in hiring Signode's retired engineer to develop a tool that incorporates features claimed in the '708 Patent in egregious disregard of Signode's patent rights.

79. Polychem's continued infringement of the '708 Patent will cause Signode to suffer substantial and irreparable harm for which there is no adequate remedy at law.

80. For example, Polychem's infringement of the '708 Patent will result in loss of market leadership and loss of market share for Signode and its battery plastic strapping tools.

81. In view of the foregoing, money damages cannot adequately compensate Signode for the losses caused by Polychem's infringement of the '708 Patent.

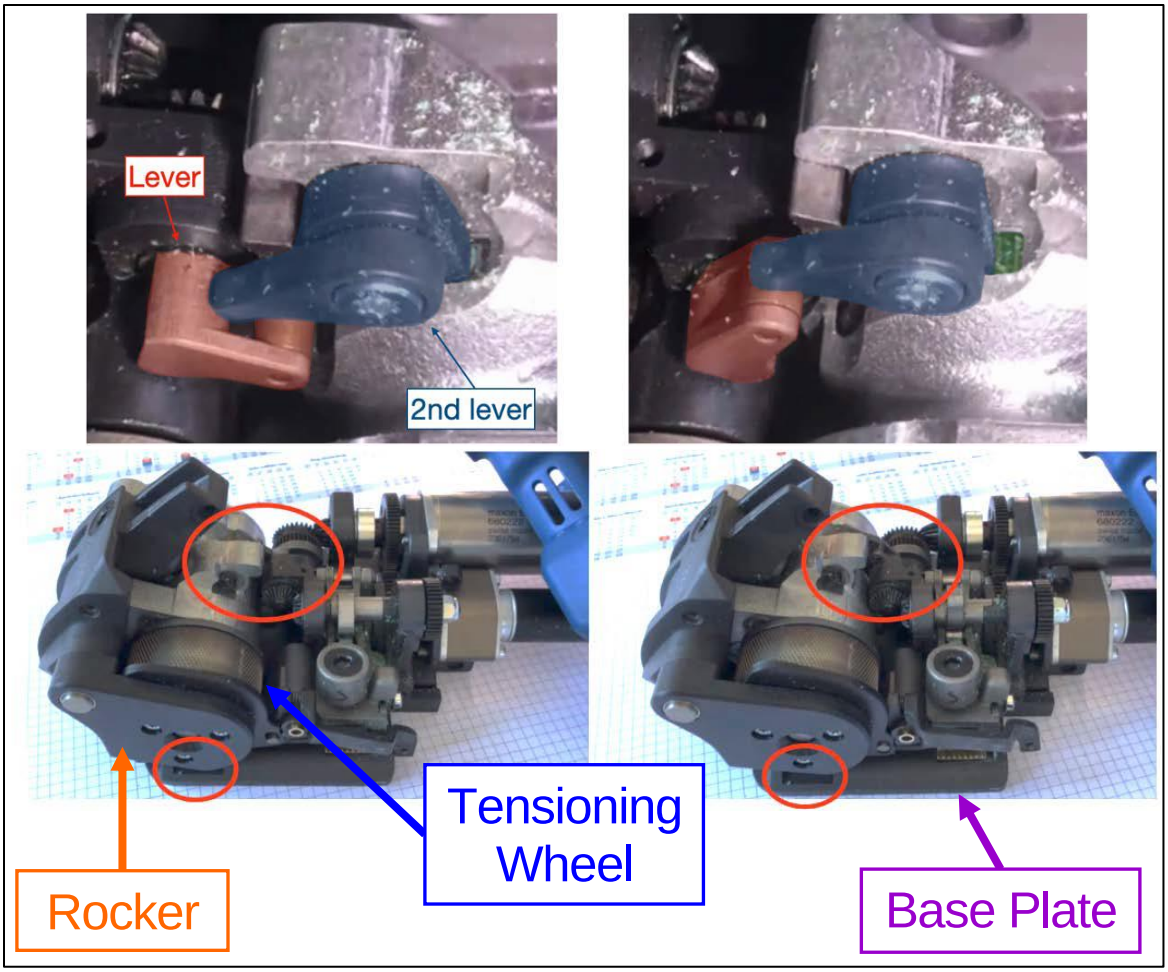
COUNT II
INFRINGEMENT OF THE '460 PATENT

82. Signode incorporates by reference the allegations in Paragraphs 1 through 81 above.

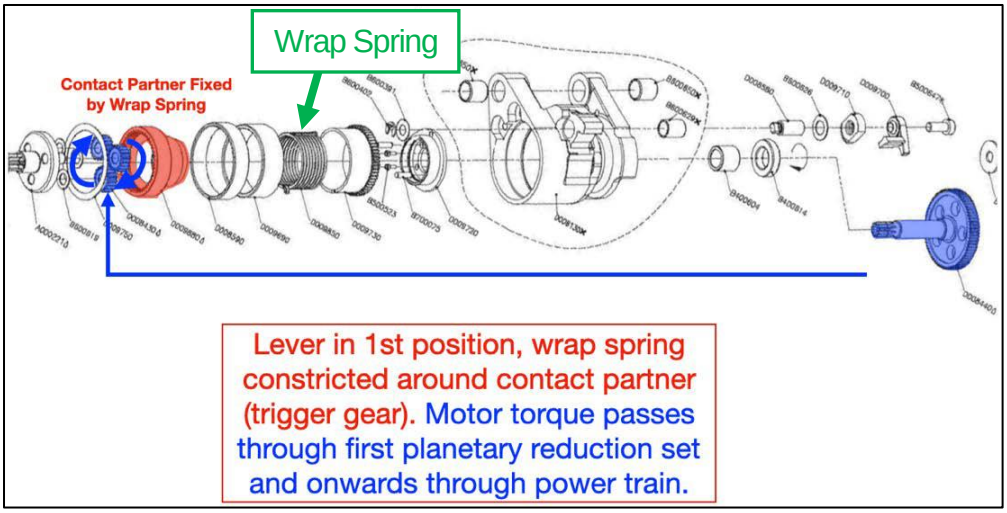
83. The ’460 Patent covers a strapping tool in which the connection between the motor and the tensioning wheel is eliminated to enable the tensioning wheel to reverse direction after the tensioning and sealing processes are complete to reduce the tension in the strap before the tool is removed from the tensioned strap loop. This gradual reduction reduces the dynamic load on the weld and therefore reduces the likelihood of the weld failing.

84. Polychem has infringed and will infringe at least claim 1 of the ’460 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Evolution LT.

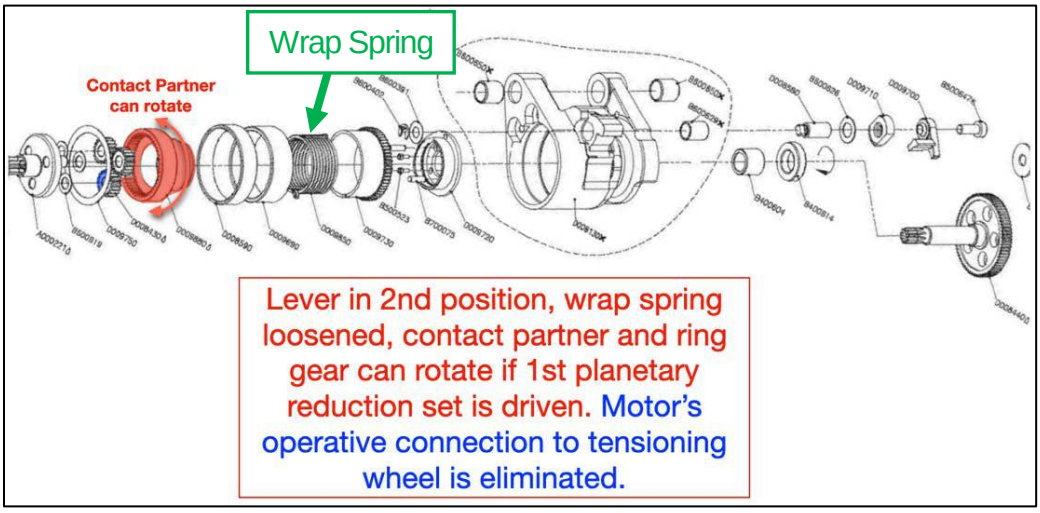
85. For example, the Evolution LT is a strapping apparatus that includes a tensioning wheel operably connected to a motor, which rotates the tensioning wheel in a tensioning direction. The Evolution LT also includes a lever which lifts a rocker which supports the tensioning wheel, causing the distance between the tensioning wheel and the tensioning plate to be increased, and which lowers the rocker, causing the distance between the tensioning wheel and tensioning plate to decrease.



86. The Evolution LT also includes a wrap spring circumscribed around a contact partner, namely a cylindrical surface extending from a ring gear in a planetary gear reducer that is part of the mechanical transmission between the motor and the tensioning wheel. The wrap spring forms a clutch that engages the ring gear when the lever is in the first, or lower position. This prevents the ring gear from rotating and results in an operative connection between the motor and tensioning wheel.



87. When the lever is in the second, or raised position, the wrap spring is disengaged from the ring gear, eliminating the operative connection between the motor and tensioning wheel and allowing the tensioning wheel to rotate opposite the tensioning direction.



88. In view of the foregoing, Polychem has directly infringed the '460 Patent in violation of 35 U.S.C. § 271(a).

89. Moreover, Polychem's infringement of the '460 Patent is willful. The developer of the Evolution LT, Flavio Finzo, is a named inventor on over 300 Signode patents and patent applications, including many that relate to features of battery operated plastic strapping tools. As

such, Polychem should have had—or did have—pre-suit knowledge of the ’460 Patent. Further, Polychem has post-suit knowledge of the ’460 Patent through the filing of this Complaint.

90. Despite this knowledge, Polychem acted recklessly in hiring Signode’s retired engineer to develop a tool that incorporates features claimed in the ’460 Patent in egregious disregard of Signode’s patent rights.

91. Polychem’s continued infringement of the ’460 Patent will cause Signode to suffer substantial and irreparable harm for which there is no adequate remedy at law.

92. For example, Polychem’s infringement of the ’460 Patent will result in loss of market leadership and loss of market share for Signode and its battery plastic strapping tools.

93. In view of the foregoing, money damages cannot adequately compensate Signode for the losses caused by Polychem’s infringement of the ’460 Patent.

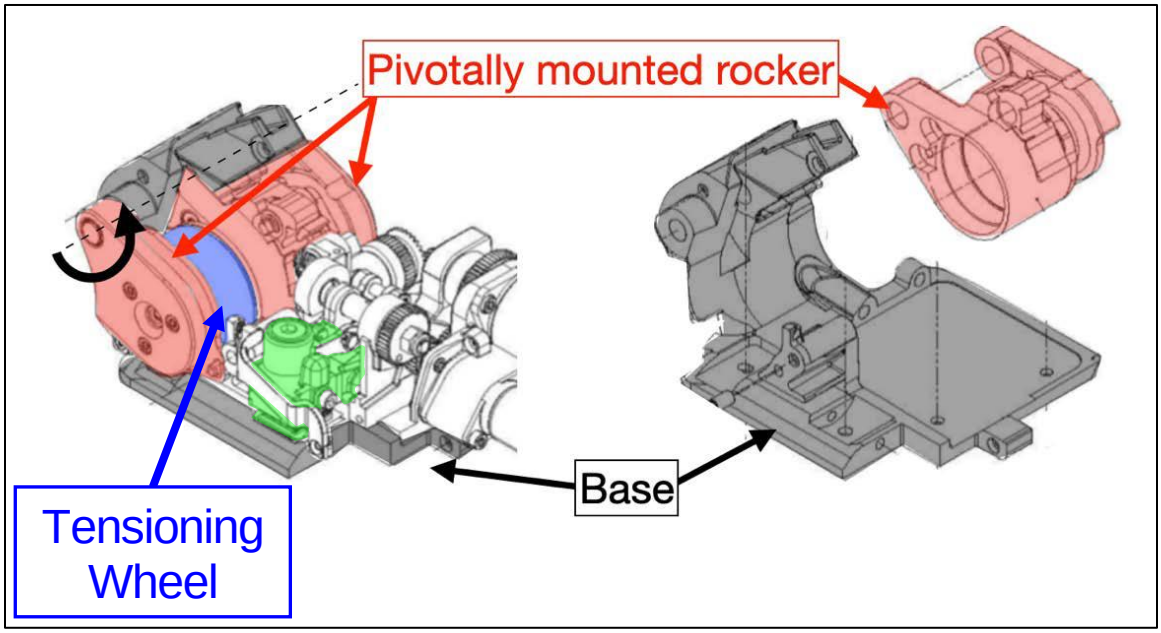
COUNT III
INFRINGEMENT OF THE ’596 PATENT

94. Signode incorporates by reference the allegations in Paragraphs 1 through 92 above.

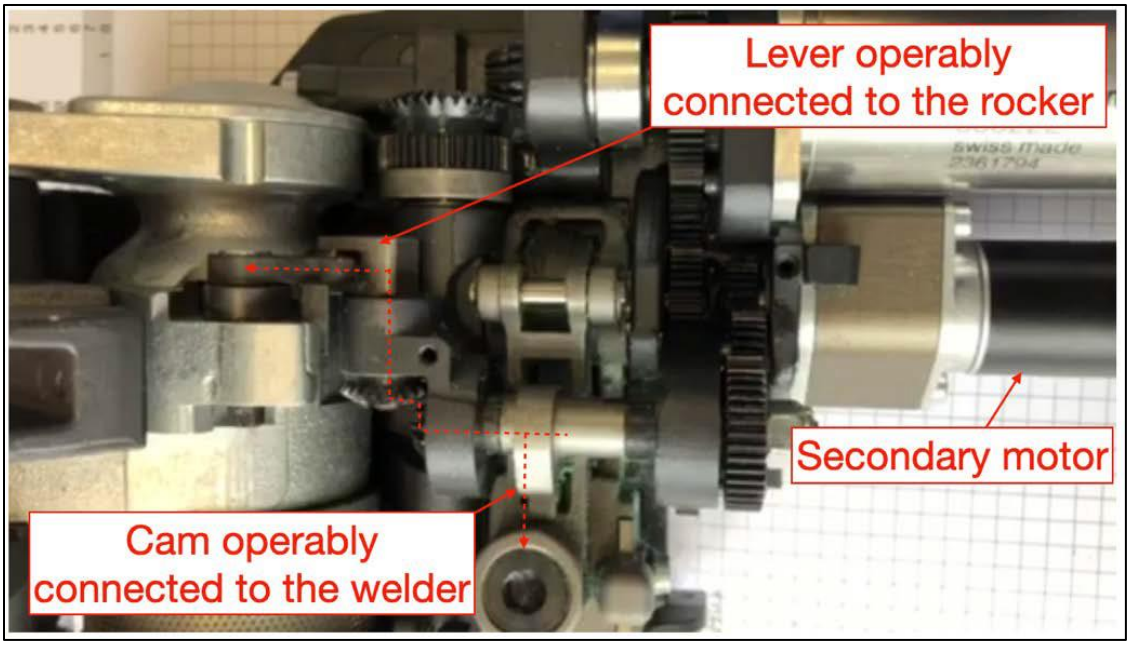
95. The ’596 Patent is directed to a strapping tool that includes a motor that, through gearing or some other connection, pivots the rocker carrying the tensioning wheel to change the distance between the tensioning wheel and the tensioning plate and enable a user to insert and remove the strap. That same motor, also through gearing or some other connection, moves the friction-welding device from a release position to a weld position.

96. Polychem has infringed and will infringe at least claim 1 of the ’596 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Evolution LT.

97. For example, the Evolution LT is a strapping apparatus that includes a base for setting the device on an article, a tensioning plate in the base, a tensioning wheel that is rotatable around a tensioning axis, and a friction welding device. The Evolution LT also includes a rocker which comprises the tensioning wheel and which pivots relative to the base around a pin fixed to the base.



98. The Evolution LT also includes a motor which includes a secondary gearmotor system including a drive shaft that is operatively connected to both the rocker and the friction welding device. When the drive shaft is rotated in a first direction (clockwise when viewed from the rear of the device), a mechanism operatively connected to the drive shaft (namely, first and second levers) lifts the rocker relative to the base which raises the tensioning wheel relative to the tensioning plate. When the driveshaft is rotated in the opposite direction (counterclockwise), a cam operatively connected to the drive shaft presses the friction welding device downward from the release position (raised relative to the base) to the welding position (where the welder is touching the strap).



99. In view of the foregoing, Polychem has directly infringed the '596 Patent in violation of 35 U.S.C. § 271(a).

100. Moreover, Polychem's infringement of the '596 Patent is willful. The developer of the Evolution LT, Flavio Finzo, is a named inventor on the '596 Patent. As such, Polychem should have had—or did have—pre-suit knowledge of the '596 Patent. Further, Polychem has post-suit knowledge of the '596 Patent through the filing of this Complaint.

101. Despite this knowledge, Polychem acted recklessly in hiring Signode's retired engineer to develop a tool that incorporates features claimed in the '596 Patent in egregious disregard of Signode's patent rights.

102. Polychem's continued infringement of the '596 Patent will cause Signode to suffer substantial and irreparable harm for which there is no adequate remedy at law.

103. For example, Polychem's infringement of the '596 Patent will result in loss of market leadership and loss of market share for Signode and its battery plastic strapping tools.

104. Polychem's infringement of the '596 has resulted in Polychem being first to the market with Signode's patented lever-less feature on a battery plastic strapping tool. Unless Polychem is enjoined from selling the infringing Evolution LT, Signode will lose its first to market advantage and its reputation as a leading innovator in the market, frustrating the purpose of patenting this feature.

105. In view of the foregoing, money damages cannot adequately compensate Signode for the losses caused by Polychem's infringement of the '596 Patent.

DEMAND FOR JURY TRIAL

Under Fed. R. Civ. P. 38(b), Signode demands a trial by jury on all issues triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Signode respectfully requests that:

A. The Court find that Polychem has directly infringed, and is willfully infringing the Asserted Patents and hold Polychem liable for such infringement;

B. The Court issue an order preliminarily enjoining Polychem and anyone acting or participating by, through, or in concert with Polychem from infringing the Asserted Patents;

C. The Court issue an order under 35 U.S.C. § 283 permanently enjoining Polychem and anyone acting or participating by, through, or in concert with Polychem from infringing the Asserted Patents;

D. The Court award damages if the Court finds that Polychem's infringement has not irreparably harmed Signode, including an award of enhanced damages under 35 U.S.C. § 284, if warranted;

E. The Court declare that this is an exceptional case entitling Signode to its reasonable attorneys' fees under 35 U.S.C. § 285;

F. The Court award Signode its costs; and

G. The Court award such other relief as the Court may deem just and proper.

Dated: April 22, 2022

K&L GATES LLP

/s/ *Steven L. Caponi*

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