

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

POLYLOOM CORPORATION OF
AMERICA d/b/a TC THIOLON USA,

Plaintiff,

V.

BELLIN OUTDOOR LIVING INC.,

Defendant.

§ § § § § § § § § §

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Polyloom Corporation of America d/b/a TC Thiolon USA (“Plaintiff” or “Polyloom”) brings this Complaint for patent infringement against Defendant Bellin Outdoor Living Inc. (“Defendant” or “Bellin Outdoor”) and alleges as follows:

NATURE OF ACTION

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271 as a result of Defendant’s acts of infringement of United States Patent Nos. 8,530,026 (the “’026 Patent”) and 9,469,921 (the “’921 Patent”) (collectively, the “Asserted Patents”).

THE PARTIES

2. Polyloom is a corporation organized under the laws of the State of Delaware, with its principal place of business at 1131 Broadway St., Dayton, TN 37321 USA. Polyloom is the current exclusive licensee of the Asserted Patents and is entitled to enforce all rights arising therefrom, including the right to prevent infringement of the Asserted Patents.

3. On information and belief, Bellin Outdoor is a corporation organized under the laws of the State of Texas, with its principal place of business at 10310 Westpark Dr., Houston, TX 77042. Bellin Outdoor may be served with process via its registered agent, Kang Yu, at 26307 Langdon Ct., Katy, TX 77494. On information and belief, Bellin Outdoor is a wholly owned subsidiary of Qingdao Bellinturf Industrial Co., Ltd. (“Bellinturf”), a Chinese company with a principal place of business at No.92 Hongfu Street, Fushan, Yantai, Shandong, China.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this patent infringement action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this case arises under the patent laws of the United States, Title 35 of the United States Code.

5. This Court has jurisdiction over Defendant for at least the following reasons: (1) Defendant has committed acts of patent infringement and induced and contributed to acts of patent infringement by others in this District and in Texas; (2) Defendant engages in other persistent courses of conduct and derive substantial revenue from products and/services provided to individuals in this District and in Texas; and (3) Defendant has purposefully established systematic and continuous contacts with this District and should reasonably expect to be brought into court here. Therefore, Defendant has purposefully availed itself to the benefits of the State of Texas, and the exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice.

6. Alternatively, and/or in addition, this Court has jurisdiction over Defendant because Defendant is a registered Texas corporation, resides in the State of Texas, and has a principal place of business located in the State of Texas and within this District including at 10310 Westpark Dr., Houston, TX 77042.

7. Venue over this action is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1400(b) because Defendant has transacted business and committed acts of patent infringement in this District and because Defendant resides in Texas and has a regular and established place of business in this District including at 10310 Westpark Dr., Houston, TX 77042.

ASSERTED PATENTS

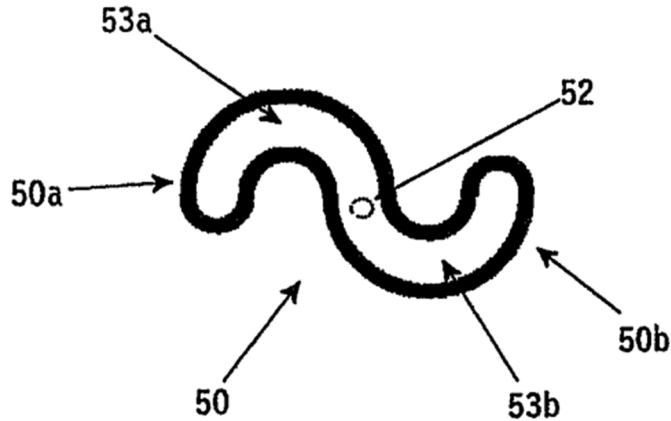
8. The Asserted Patents describe and claim inventions relating to fibers having specified cross-sections and artificial turf systems incorporating those fibers.

9. On September 10, 2013, the United States Patent and Trademark Office duly and legally issued the '026 Patent, entitled "Artificial Fiber for Use in an Artificial Grass Sports Field," to Ten Cate Thiolon B.V. as the assignee and naming Pieter Spaans, Paulus Ignatius Van Leur, Geurt Bastiaan Slootweg, and Frederik Jan Van der Gaag as the inventors. Polyloom is the current exclusive licensee of the '026 Patent and is entitled to enforce all rights and pursue any and all causes of action and remedies, whether legal or equitable, arising therefrom. A true and correct copy of the '026 Patent is attached to this Complaint as Exhibit A.

10. Claim 1 of the '026 Patent recites:

An artificial grass sports field comprising a backing to which a plurality of artificial grass fibers are attached, positioned in a substantially upright orientation, said fibers comprising an elongated monofilament defining a longitudinal axis and including at least two fiber flange portions having a uniform thickness, wherein at least one of the fiber flange portions includes a stiffness-enhancing portion along at least a section of the longitudinal axis, where in comparison to an artificial grass fiber not having said stiffness-enhancing portion, the stiffness-enhancing portion increases the resistance of said artificial grass fiber to deformation from said substantially upright orientation in said artificial grass sports field, prior to being played upon by a player, to a substantially flat orientation in said artificial grass sports field, when a load is applied thereto by said player during sport use, the stiffness-enhancing portion extending at least partially in a transverse direction relative to the longitudinal axis of a fiber and the at least two flange portions extending symmetrically from the fiber in a transverse direction relative to the longitudinal axis thereof.

11. Figure 3 from the '026 Patent is shown below, and is one exemplary embodiment of claim 1 of the '026 Patent:

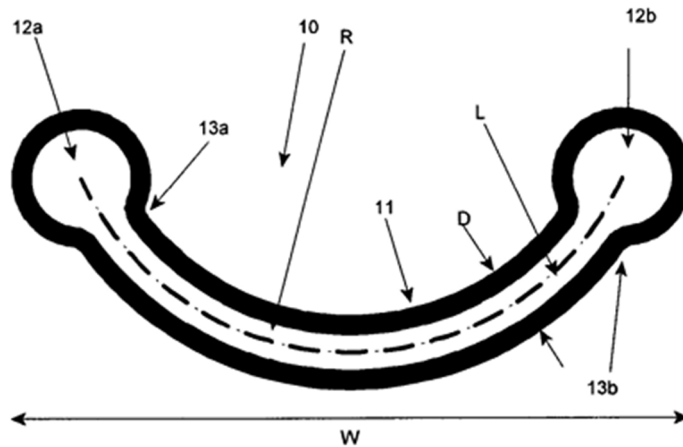


12. On October 18, 2016, the United States Patent and Trademark Office duly and legally issued the '921 Patent, entitled "Artificial Grass Fibre and Artificial Lawn Comprising Such a Fibre," to Ten Cate Thiolon B.V. as the assignee and naming Marinus Hentrikus Olde Weghuis and Frederik Jan van der Gaag as the inventors. Polyloom is the current exclusive licensee of the '921 Patent and is entitled to enforce all rights and pursue any and all causes of action and remedies, whether legal or equitable, arising therefrom. A true and correct copy of the '921 Patent is attached to this Complaint as Exhibit B.

13. Claim 1 of the '921 Patent recites:

A synthetic monofilament fibre for use in an artificial lawn, said synthetic fibre, in cross-section, having a width greater than a thickness of the synthetic fibre and being provided with solid thickened parts at free ends of the cross-section, and a central part between the thickened parts comprising a curved section having a substantially uniform thickness, and wherein said thickened parts are round.

14. Figure 1 from the '921 Patent is shown below, and is one exemplary embodiment of claim 1 of the '921 Patent:



BACKGROUND

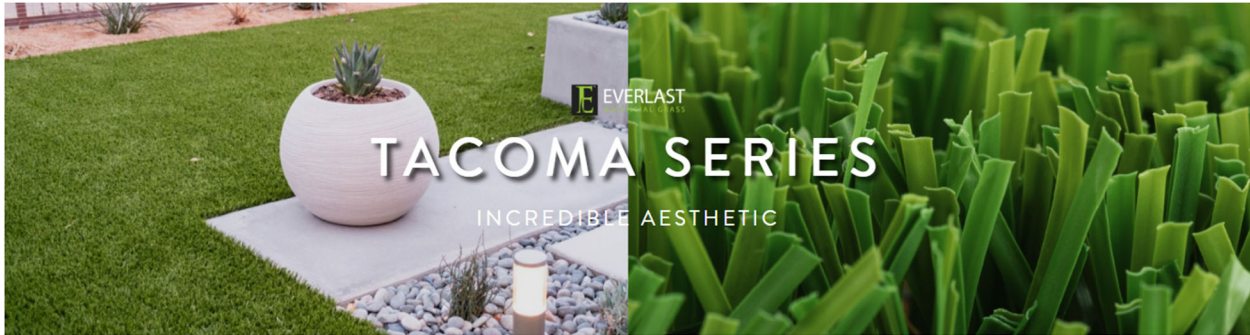
15. Polyloom and its parent entity, TenCate Thiolon B.V. (“TenCate”), are leaders in the artificial turf market. Polyloom and TenCate “serve the entire value chain from start to finish. From R&D and manufacturing of yarns, backing and turf to installation, maintenance and recycling.” <https://tencategrass.com/about-us/value-chain/>. Polyloom and TenCate invest heavily in research and development, constantly improving the playability, durability, and sustainability of artificial turf systems that they manufacture and sell.

16. Polyloom and TenCate protect and maintain their research and development investments with a patent portfolio reflecting the efforts and innovations of their teams. Polyloom enforces its patent rights when necessary to protect its investments and the efforts of its employees from unauthorized used.

17. Polyloom and TenCate’s patent portfolio includes the Asserted Patents, which describe and claim inventions relating to fibers having specified cross-sections and artificial turf systems incorporating those fibers. Polyloom practices each of the Asserted Patents, by manufacturing and selling various yarns and artificial turf systems.

18. Polyloom offers many product lines for many different uses, including for residential use, pet use, golf, playgrounds, commercial use, fitness, rooftops, and sports fields. Each product line has its own characteristics, including weight, height, and blade shape.

19. One example of the many turf systems that Polyloom offers is the Tacoma series turf system, which features Polyloom’s “signature S blade” and is shown below:



<https://syntheticgrasswarehouse.com/products/everlast-products/tacoma-series/>.

GENERAL ALLEGATIONS

20. Defendant makes, uses, imports, sells, or offers for sale artificial turf products. These products include, but are not limited to, the following “grass styles”: Crown, Dream, Dual, Evolution, Memory, Splendid, Strength, and Wave. *See* Exhibit C¹, Exhibit D², Exhibit E³.

21. Below are some of the “yarn shapes” that Defendant offers.



Exhibit C.

¹ <https://www.bellinturf.com/footballturf.html>.

² https://www.bellinturf.com/commercial_turf.html.

³ <https://www.bellinturf.com/diyturf.html>.



Exhibit E.

22. On information and belief, Defendant is involved in several steps of the manufacturing process of artificial turf, including, sourcing of raw material, raw material mixing, extruding, twisting, packing, threading, tufting, coating, rolling, and packing. Exhibit F⁴. Defendant also provides a tutorial on the installation process of artificial turf. Exhibit G⁵.

23. Defendant has had knowledge of each of the Asserted Patents and notice of its infringement thereof since at least the filing of this lawsuit.

COUNT I
(Infringement of the '026 Patent)

24. Polyloom realleges and incorporates herein by reference the allegations set forth in the foregoing paragraphs of this Complaint.

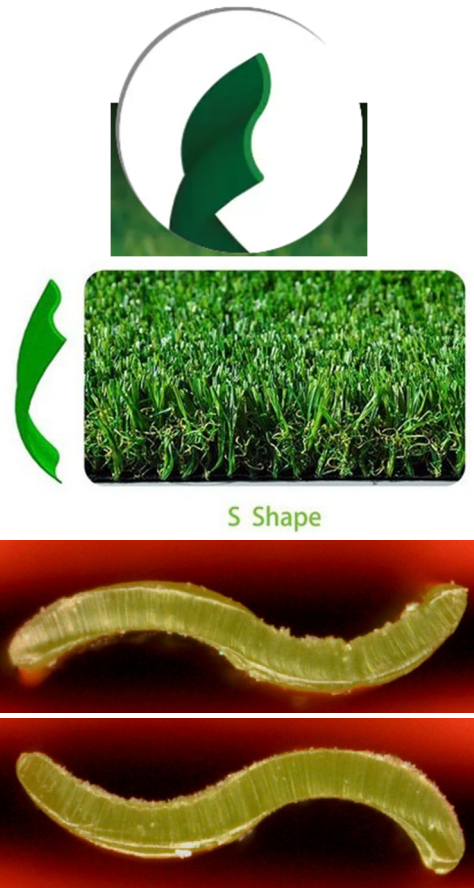
25. Defendant directly infringes, literally or under the doctrine of equivalents, one or more claims of the '026 Patent by, without authority, making, using, importing, selling, or offering to sell, artificial turf products and the fibers utilized therein including, but not limited to, Defendant's Dual, Evolution, Splendid, and Strength products, within the United States and in violation of 35 U.S.C. § 271, that incorporate each and every element of one or more of the claims

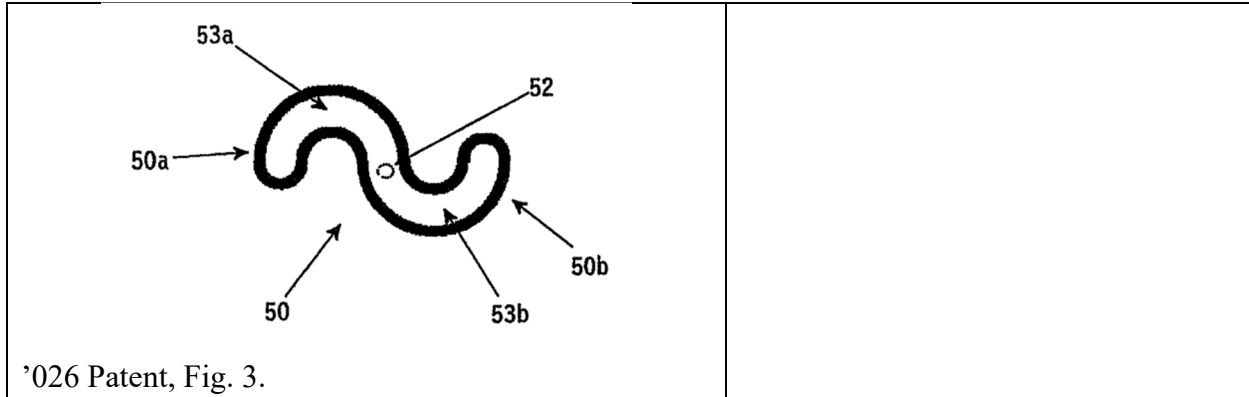
⁴ <https://www.bellinturf.com/production.html>.

⁵ https://www.bellinturf.com/installation_maintenance.html; *see also* <https://www.youtube.com/watch?v=eNpyMI03iNk>.

of the '026 Patent and therefore are covered by the '026 Patent. Polyloom reserves the right to accuse additional infringing products as they are identified.

26. By way of non-limiting example, the images below from Defendant's marketing materials and the cross-sectional photographs of Defendant's products illustrate that Defendant's products infringe at least claim 1 of the '026 Patent.

'026 Patent	Exemplary Infringing Products
<p>An artificial grass sports field comprising a backing to which a plurality of artificial grass fibers are attached, positioned in a substantially upright orientation, said fibers comprising an elongated monofilament defining a longitudinal axis and including at least two fiber flange portions having a uniform thickness, wherein at least one of the fiber flange portions includes a stiffness-enhancing portion along at least a section of the longitudinal axis, where in comparison to an artificial grass fiber not having said stiffness-enhancing portion, the stiffness-enhancing portion increases the resistance of said artificial grass fiber to deformation from said substantially upright orientation in said artificial grass sports field, prior to being played upon by a player, to a substantially flat orientation in said artificial grass sports field, when a load is applied thereto by said player during sport use, the stiffness-enhancing portion extending at least partially in a transverse direction relative to the longitudinal axis of a fiber and the at least two flange portions extending symmetrically from the fiber in a transverse direction relative to the longitudinal axis thereof.</p> <p>'026 Patent, cl. 1.</p>	 <p>S Shape</p>



27. Defendant also indirectly infringes the '026 Patent within the United States by inducement under 35 U.S.C. § 271(b). Since learning of the '026 Patent, at least by the filing of this Complaint, and by failing to cease offering infringing artificial turf products and the fibers utilized therein, such as the Dual, Evolution, Splendid, and Strength products, Defendant has knowingly and intentionally induced, and continue to knowingly and intentionally induce, others in this District and throughout the United States to directly infringe one or more claims of the '026 Patent, such as claim 1. Defendant does so, *inter alia*, by (1) providing instructions or information, for example in Exhibit G, to explain how to use the infringing artificial turf products and the fibers utilized therein in an infringing manner; and (2) touting these infringing uses in advertisements, including but not limited to Exhibits C–E.

28. Defendant also indirectly infringes the '026 Patent by contributing to the direct infringement of Defendant's customers under 35 U.S.C. § 271(c) by providing infringing artificial turf products, such as the Dual, Evolution, Splendid, and Strength products, which, as evidenced by Defendant's own marketing materials, are specially made for use in a manner infringing one or more claims of the '026 Patent, such as claim 1, and have no substantial non-infringing uses.

29. Polyloom has been and continues to be injured by Defendant's infringement of the '026 Patent.

30. Polyloom has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. Polyloom is entitled to recover damages to compensate it for Defendant's infringing activities in the amount to be determined at trial, but in no event less than a reasonable royalty.

31. Defendant's infringement is deliberate, willful, intentional, egregious, and with knowledge of the existence of the '026 Patent, at least by the filing of this Complaint, such that Polyloom is entitled to recover its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

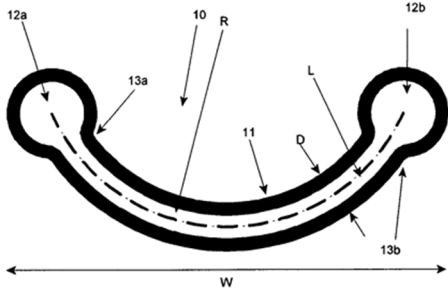
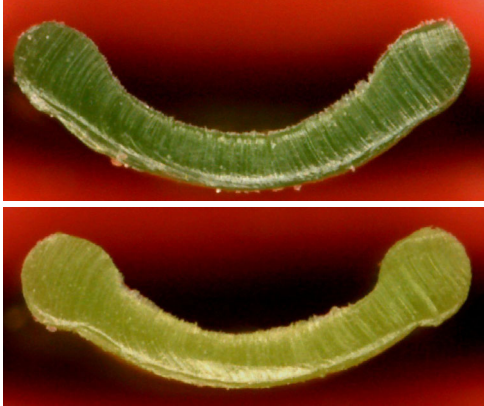
32. Polyloom has been damaged by Defendant's infringement of the '026 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Defendant is enjoined from continuing to infringe.

COUNT II
(Infringement of the '921 Patent)

33. Polyloom realleges and incorporates herein by reference the allegations set forth in the foregoing paragraphs of this Complaint.

34. Defendant directly infringes, literally or under the doctrine of equivalents, one or more claims of the '921 Patent by, without authority, making, using, importing, selling, or offering to sell, artificial turf products and the fibers utilized therein including, but not limited to, Defendant's Crown, Dream, Dual, Evolution, Memory, and Strength products, within the United States and in violation of 35 U.S.C. § 271, that incorporate each and every element of one or more of the claims of the '921 Patent and therefore are covered by the '921 Patent. Polyloom reserves the right to accuse additional infringing products as they are identified.

35. By way of non-limiting example, the below cross-sectional photographs of some of Defendant's products illustrate that Defendant's products infringe at least claim 1 of the '921 Patent.

'921 Patent	Exemplary Infringing Products
<p>A synthetic monofilament fibre for use in an artificial lawn, said synthetic fibre, in cross-section, having a width greater than a thickness of the synthetic fibre and being provided with solid thickened parts at free ends of the cross-section, and a central part between the thickened parts comprising a curved section having a substantially uniform thickness, and wherein said thickened parts are round.</p> <p>'921 Patent, cl. 1.</p>  <p>'921 Patent, Fig. 1.</p>	

36. Defendant also indirectly infringes the '921 Patent within the United States by inducement under 35 U.S.C. § 271(b). Since learning of the '921 Patent, at least by the filing of this Complaint, and by failing to cease offering infringing artificial turf products and the fibers utilized therein, such as the Crown, Dream, Dual, Evolution, Memory, and Strength products, Defendant has knowingly and intentionally induced, and continue to knowingly and intentionally induce, others in this District and throughout the United States to directly infringe one or more claims of the '921 Patent, such as claim 1. Defendant does so, *inter alia*, by (1) providing instructions or information, for example in Exhibit G, to explain how to use the infringing artificial turf products and the fibers utilized therein in an infringing manner; and (2) touting these infringing uses in advertisements, including but not limited to Exhibits C–E.

37. Defendant also indirectly infringes the '921 Patent by contributing to the direct infringement of Defendant's customers under 35 U.S.C. § 271(c) by providing infringing artificial

turf products, such as the Crown, Dream, Dual, Evolution, Memory, and Strength products, which, as evidenced by Defendant's own marketing materials, are specially made for use in a manner infringing one or more claims of the '921 Patent, such as claim 1, and have no substantial non-infringing uses.

38. Polyloom has been and continues to be injured by Defendant's infringement of the '921 Patent.

39. Polyloom has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. Polyloom is entitled to recover damages to compensate it for Defendant's infringing activities in the amount to be determined at trial, but in no event less than a reasonable royalty.

40. Defendant's infringement is deliberate, willful, intentional, egregious, and with knowledge of the existence of the '921 Patent, at least by the filing of this Complaint, such that Polyloom is entitled to recover its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

41. Polyloom has been damaged by Defendant's infringement of the '921 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Defendant is enjoined from continuing to infringe.

PRAYER FOR RELIEF

WHEREFORE, Polyloom respectfully requests that the Court:

- a. Enter a judgment that Defendant has infringed the Asserted Patents;
- b. Permanently enjoin Defendant and its officers, directors, agents, servants, employees, successors, assigns, parents, subsidiaries, affiliated or related companies, and attorneys from directly or indirectly infringing the Asserted Patents, pursuant to 35 U.S.C. § 283, or grant other equitable relief the Court determines is warranted;

c. Award Polyloom damages in an amount sufficient to compensate Polyloom for Defendant's infringement of the Asserted Patents, but not less than a reasonable royalty, together with pre- and post-judgment interest and costs;

d. Find that Defendant's infringement of the Asserted Patents has been willful and award enhanced damages, interest, and costs to Polyloom under 35 U.S.C. § 284;

e. Enter a declaration that the case is exceptional and correspondingly award Polyloom attorney fees and costs under 35 U.S.C. § 285; and

f. Grant such other and further relief as this Court deems just and proper.

JURY DEMAND

In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, Polyloom requests a trial by jury on any issue in this action triable by right before a jury.

Date: July 3, 2023

Respectfully submitted,

/s/ Steve R. Borgman

Steve R. Borgman
Texas State Bar No. 02670300
S.D. Tex. Bar No. 9042
KILPATRICK TOWNSEND & STOCKTON LLP
700 Louisiana Street, Suite 4300
Houston, TX 77002
Tel: (281) 809-4081
Fax: (281) 990-6826
sborgman@kilpatricktownsend.com

*Attorney-in-Charge for
Plaintiff Polyloom Corporation of America
d/b/a TC Thiolon USA*

Of Counsel:

Steven D. Moore
GA Bar No. 520745
CA Bar No. 290875
Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
Tel: (415) 576-0200
Fax: (415) 576-0300
smoore@kilpatricktownsend.com

Joshua H. Lee
GA Bar No. 489842
Christopher S. Leah
GA Bar No. 396228
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309
Tel: (404) 815-6500
Fax: (404) 815-6555
jlee@kilpatricktownsend.com
cleah@kilpatricktownsend.com

*Attorneys for Plaintiff
Polyloom Corporation of America
d/b/a TC Thiolon USA*