

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

HUSKY INJECTION MOLDING SYSTEMS
LTD.

Plaintiff,

v.

NINGBO AO SHENG MOLD CO., LTD.
d/b/a AOSIMI

Defendant.

CASE NO.: 2:24-cv-348

DEMAND FOR A JURY TRIAL AND
DECLARATORY RELIEF REQUESTED

COMPLAINT FOR PATENT INFRINGEMENT AND OTHER RELIEF

Plaintiff Husky Injection Molding Systems Ltd. (“Husky” or “Plaintiff”), for its Complaint against Defendant Ningbo Ao Sheng Mold Co., Ltd. d/b/a AOSIMI (“AOSIMI” or “Defendant”), and on information and belief following reasonable investigation, alleges as follows:

INTRODUCTION AND REQUESTED RELIEF

1. This action arises out of Defendant’s willful violations of Husky’s intellectual property, including at the NPE 2024 “The Plastics Show” in Orlando, Florida between May 6-10, 2024 (the “NPE 2024 Show”).

2. At the NPE 2024 Show, Defendant willfully and in an infringing manner used Husky’s trademarks, “HUSKY” (U.S. Reg. No. 846,672), “HUSKY” (U.S. Reg. No. 1,055,403), and “HYPET” (U.S. Reg. No. 3,476,683) in connection with injection molding machinery, parts,

and molds.¹ See The Lanham Act, 15 U.S.C. *et seq.*; and, more specifically, 15 U.S.C. §1114.

3. Not only did Defendant willfully use the HUSKY Marks at the NPE 2024 Show, Defendant was using, selling, offering to sell and/or importing certain parts related to molds for injection molding machines in the United States that infringe one or more of Husky’s United States Patent Nos. 7,645,132 (“the ‘132 Patent”), 9,090,010 (“the ‘010 Patent”), 9,238,321 (“the ‘321 Patent”), 9,713,891 (“the ‘891 Patent”), 10,093,053 (“the ‘053 Patent”), 11,794,375 (“the ‘375 Patent”), and 8,834,149 (“the ‘149 Patent”) (collectively, “the HUSKY Patents”). See 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271.

4. At least at the NPE 2024 Show, Defendant violated various federal laws when it presented an exhibit flaunting its “Brand” as “HUSKY” and identified its injection molding “Machine” as a “HyPET400 HPP” machine. Defendants further violated federal laws by representing that Defendant “focuses on the research and production of high-speed, high cavity HUSKY preform molds . . .” and by, at least, offering for sale preform molds infringing the HUSKY Patents. See The Lanham Act, 15 U.S.C. *et seq.*; and, more specifically, 15 U.S.C. §1114 and §1125.

5. Defendant’s conduct is directly harming Husky and consumers as Defendant’s use of the HUSKY Marks diminishes the value of and misappropriates Husky’s valuable intellectual property. Defendant’s use of the HUSKY Marks in connection with machinery, parts, and infringing preformed molds, is likely to create a false impression, and/or to deceive consumers

¹ Herein Husky’s trademark for “HUSKY” (U.S. Reg. No. 846,672) is individually referred to as the “HUSKY ‘672 Mark”, “HUSKY” (U.S. Reg. No. 1,055,403) is individually referred to as the “HUSKY ‘403 Mark”, and the “HYPET” (U.S. Reg. No. 3,476,683) is individually referred to as the “HYPET Mark”, and collectively the HUSKY ‘672 Mark, HUSKY ‘403 Mark, and HYPET Mark are referred to as the “HUSKY Marks”.

into believe that the machinery, parts, and infringing preformed molds derive from or are Husky's proprietary machinery, parts and preformed molds when there is no connection to Husky. The harm to Husky and the public will continue unless this Court issues an injunction enjoining Defendant's conduct. *See* The Lanham Act, 15 U.S.C. *et seq.*; and, more specifically, 15 U.S.C. §1125 and §1116.

PARTIES, JURISDICTION, AND VENUE

6. Husky is a corporation organized and existing under the laws of the Province of British Columbia, Canada, with a principal place of business at 500 Queen Street South, Bolton, Ontario, Canada L7E 5S5. Husky also has U.S. based operations with a principal place of business at 288 North Road, Milton, Vermont, USA, 05468.

7. Ningbo Ao Sheng Mold Co., Ltd. ("AOSIMI") is a limited company organized and existing under the laws of China, with a principal place of business at 8 Xingde Rd. Ditang Ave. YuYao, Zhejiang 315480, China. **EXHIBIT 1.**

8. At least between May 6-10, 2024, AOSIMI conducted business, including acts of trademark and patent infringement, while attending the NPE 2024 Show in Orlando, Florida. *See e.g.*, **EXHIBIT 1.** While at least attending the NPE 2024 Show, AOSIMI advertised and offered for sale machinery, parts, and preformed molds to consumers in this district. *See e.g.*, **EXHIBIT 1.** AOSIMI was also provided notice of its infringing activity.

9. This Court has personal jurisdiction over AOSIMI by virtue of the fact that AOSIMI's conduct constituting trademark and patent infringement alleged above constitutes sufficient minimum contacts for due process, and the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

10. This Court has subject matter jurisdiction by virtue of the fact that this is a civil

action under the laws of the United States, namely under the Patent Act, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271, and the Lanham Act, 15 U.S.C. *et seq.*, including but not limited to 15 U.S.C. §§1114, 1116, and §1125. Thus, this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338.

11. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(c)(3). Venue is proper as to a foreign defendant in any district.

THE HUSKY PATENTS

12. On January 12, 2010, U.S. Patent No. 7,645,132, entitled “Mold Insert And Mold Stack For Use With Molding Machine,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘132 Patent is attached hereto as **EXHIBIT 3**.

13. On September 16, 2014 U.S. Patent No. 8,834,149, entitled “Molding Apparatus,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘149 Patent is attached hereto as **EXHIBIT 4**.

14. On July 28, 2015, U.S. Patent No. 9,090,010, entitled “Molding System Having A Residue Cleaning Feature And An Adjustable Mold Shut Height,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘010 Patent is attached hereto as **EXHIBIT 5**.

15. On January 19, 2016, U.S. Patent No. 9,238,321, entitled “Molding System Having A Residue Cleaning Feature And An Adjustable Mold Shut Height,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘321 Patent is attached hereto as **EXHIBIT 6**.

16. On July 25, 2017, U.S. Patent No. 9,713,891, entitled “Molding System Having A Residue Cleaning Feature And An Adjustable Mold Shut Height,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘891 Patent is attached hereto as **EXHIBIT 7**.

17. On October 9, 2018, U.S. Patent No. 10,093,053, entitled “Molding System Having A Residue Cleaning Feature And An Adjustable Mold Shut Height,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘053 Patent is attached hereto as **EXHIBIT 8**.

18. On October 24, 2023, U.S. Patent No. 11,794,375, entitled “Split Mold Insert For Forming A Relief Portion Of A Molded Article And Mold Stack Incorporating Same,” was duly and legally issued by the United States Patent and Trademark Office. A true and accurate copy of the ‘375 Patent is attached hereto as **EXHIBIT 9**.

THE HUSKY MARKS

19. On March 26, 1968, U.S. Trademark Reg. No. 846,672 for “HUSKY” was duly and legally registered with the United States Patent and Trademark Office (“Husky ‘672 Mark”). A true and accurate copy of the HUSKY ‘672 trademark registration is attached hereto as **EXHIBIT 10**.

20. On July 29, 2008, U.S. Trademark Reg. No. 3,476,683 for “HYPET” was duly and legally registered with the United States Patent and Trademark Office (“HYPET Mark”). A true and accurate copy of the HYPET trademark registration is attached hereto as **EXHIBIT 11**.

21. On January 4, 1977, U.S. Trademark Reg. No. 1,055,403 for “HUSKY” was duly and legally registered with the United States Patent and Trademark Office (“Husky ‘403 Mark”). A true and accurate copy of the HUSKY ‘403 trademark registration is attached hereto as

EXHIBIT 12.

COMMON FACTS AND THE NPE 2024 SHOW

22. The NPE 2024 Show generally is a highly-important five (5) day trade, wherein leaders, visionaries and innovators from every industry have gathered to advance their business through innovations in plastics. NPE Shows are generally held only every three (3) years.

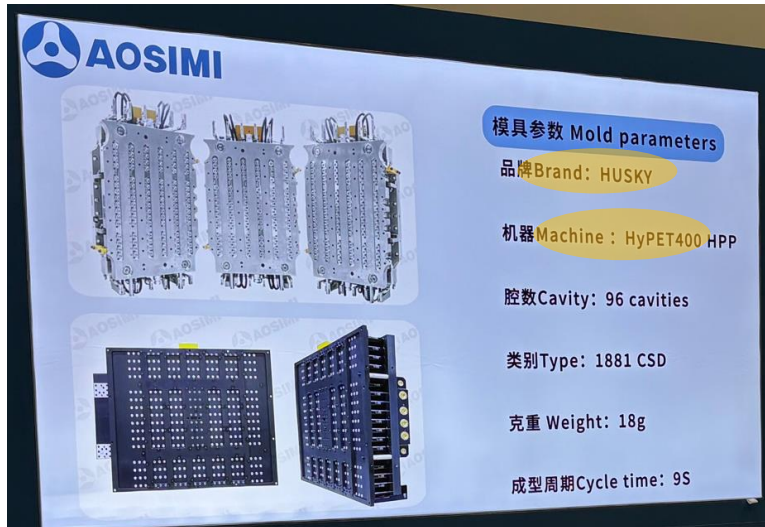
23. Husky, the world leader in injection molding equipment and services in the plastics industry, was a registered attendee and attended the NPE 2024 Show.

24. Defendant was a registered attendee and attended the NPE 2024 Show. **EXHIBIT 1.**

25. As the world leader in injection molding equipment and services in the plastics industry, Husky owns the HUSKY ‘672 Mark for goods and services related to *injection molding machines*. See **EXHIBIT 10**.

26. As the world leader in injection molding equipment and services in the plastics industry, Husky owns the HYPET Mark for goods and services related to *injection molding machines* and structural parts and fittings therefore. See **EXHIBIT 11**.

27. At the NPE 2024 Show, Defendant presented an exhibit flaunting its purported “Brand” as “HUSKY” and an injection molding “MACHINE” advertised as a “HyPET400 HPP” machine:



(hereinafter “Defendant’s HUSKY Machine Exhibit”).

28. Defendant has no association, business, relationship, or otherwise, with Husky.

29. Defendant’s HUSKY Machine Exhibit unlawfully uses Husky’s HUSKY ‘672 and HYPET Marks in connection with an injection molding machine.

30. Defendant’s HUSKY Machine Exhibit has infringed and continues to infringe Husky’s federally registered HUSKY ‘672 and HYPET Marks by using the HUSKY ‘672 and HYPET Marks in a manner that did or is likely to cause confusion or a mistaken belief that Defendant’s product is a Husky product or that Defendant is affiliated, connected, or associated with Husky or the HUSKY Marks.

31. As the world leader in injection molding equipment and services in the plastics industry, Husky owns the HUSKY ‘403 Mark for goods and services related to accessories for injection-molding machines—namely, conveyors; scrap grinders; assemblers and stackers for dish-shaped or cup-shaped molded articles. See **EXHIBIT 12**.

32. At the NPE 2024 Show, Defendant presented an exhibit with the following statement:

ASM Mold focuses on the research and production of high-speed, high cavity

HUSKY preform molds and SACMI capping molds, known for their high quality, short delivery time, and stable performance. We are committed to providing customers with innovative solutions and high-quality services and have established long-term cooperative relationships with multiple well-known beverage and packaging companies worldwide. We are your trusted partner.

(with added emphasis) (hereafter, “Defendant’s NPE 2024 Statement”).

33. Defendant’s NPE 2024 Statement unlawfully uses Husky’s HUSKY ‘672 and ‘403 Marks in connection with the production of preform molds and injection molding machines.

34. Defendant’s NPE 2024 Statement has infringed and continues to infringe Husky’s federally registered HUSKY ‘672 and ‘403 Marks by using the HUSKY ‘672 and ‘403 Marks in a manner that did or is likely to cause confusion or the mistaken belief that Defendant’s products or services are Husky products or services, or that Defendant is affiliated, connected, or associated with Husky.

35. At the NPE 2024 Show, Defendant presented the following products as being manufactures, imported, offered for sale and/or sold by Defendant:



36. At the NPE 2024 Show, Defendant presented the following product as being manufactures, imported, offered for sale and/or sold by Defendant:



37. At the NPE 2024 Show, Defendant presented the following product as being manufactures, imported, offered for sale and/or sold by Defendant:



DEFENDANT'S KNOWLEDGE OF THE HUSKY PATENTS AND MARKS

38. On May 8, 2024, Defendant was notified of its infringement of the HUSKY Patents and MARKS by a letter, RE: Infringement of Husky Injection Molding Systems Ltd.'s Patent and Trademark Rights. See **EXHIBIT 2** and **EXHIBIT 13**.

39. Prior to May 8, 2024, Defendant had knowledge of the '132 Patent.

40. Prior to May 8, 2024, Defendant had knowledge of the '149 Patent.

41. Prior to May 8, 2024, Defendant had knowledge of the '010 Patent.

42. Prior to May 8, 2024, Defendant had knowledge of the '891 Patent.

43. Prior to May 8, 2024, Defendant had knowledge of the '053 Patent.
44. Prior to May 8, 2024, Defendant had knowledge of the '375 Patent.
45. Prior to May 8, 2024, Defendant had knowledge of the HUSKY '672 Mark.
46. Prior to May 8, 2024, Defendant had knowledge of the HUSKY '403 Mark.
47. Prior to May 8, 2024, Defendant had knowledge of the HYPET Mark.
48. Prior to May 8, 2024, Defendant generally knew of Husky, its brands, and its products.
49. On and since May 8, 2024, Defendant has had knowledge of the HUSKY Patents and Marks.

COUNT I

(Federal Trademark Infringement Under the Lanham Act, 15 U.S.C. § 1114)

50. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

51. Defendant has infringed and continues to infringe Husky's federally registered HUSKY Marks through the use of the HUSKY Marks in a manner that is likely to cause confusion or the mistaken belief that Defendant's products and services are a Husky product or service or that Defendant is affiliated, connected or associated with Husky or the HUSKY Marks.

52. Defendant has used and continues to infringe the HUSKY Marks by using the HUSKY Marks without approval, and in a manner that is likely to cause confusion, cause mistake or deceive consumers as to the origin of Defendant's products and services or as to its affiliation, connection, or association with Husky.

53. Defendant does not have permission to use any of the HUSKY Marks.

54. Defendant's actions, as set forth in this Complaint, constitute trademark

infringement in violation of Section 32 of the Lanham (Trademark) Act, 15 U.S.C. § 1114.

55. Defendant's infringement was committed with knowledge of Husky's protection in and to the HUSKY Marks and was therefore intentional and willful.

56. Defendant knew or should have known that its use of the HUSKY Marks would cause confusion, mistake, or deception of consumers to believe that Defendant's products or services were affiliated, connected or associated with Husky and/or the goodwill Husky built in its HUSKY Marks.

57. As a result of Defendants unlawful conduct, Husky has been damaged, has suffered irreparable harm, and is likely to continue to suffer irreparable harm unless Defendant's actions are enjoined by this Court.

COUNT II

(Federal Unfair Competition Under the Lanham Act, 15 U.S.C. § 1125)

58. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

59. Defendant is manufacturing, offering for sale, selling products and services under the HUSKY Marks, and specifically that:

- a. AOSIMI "focuses on the research and production of high-speed, high cavity HUSKY preform molds. . . ."; and,
- b. AOSIMI sells or offers for sale a HUSKY brand HYPET injection molds and molding machines.

60. Defendant's use and continued use in commerce of words, terms, names, and misleading representation of fact in connection with Defendant's products and services is likely to cause confusion, mistake or deception as to the origin, sponsorship or approval of Defendant's

products and services.

61. Defendant's unauthorized use in commerce of the HUSKY Marks on or in connection with its products and services constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

62. Defendant has knowledge of Husky's ownership in the HUSKY Marks and that, by using any of the HUSKY Marks, Defendant would be infringing Husky's intellectual property.

63. Defendant's actions were taken with knowledge and with the intention to cause confusion or mistake and to deceive the public as to the source, origin, sponsorship or approval of Defendant's products and services, particularly considering Defendant's assertion that it "focuses on the research and production of high-speed, high cavity *HUSKY preform molds*. . . ."; and, that it sells or offers for sale a HUSKY brand HYPET injection molds and molding machines.

64. Defendant acted with knowledge and the intention that its actions would confuse third parties into believing they were purchasing genuine products or services from or where purchasing productions or services associated with, affiliated, or sponsored by Husky, or with the intent to usurp Husky's intellectual property.

65. Defendant willfully and in bad faith committed such acts with the intent to confuse, mislead, or deceive consumers as to the origin, source, sponsorship, or affiliation of its products and with the intent to trade off the reputation and goodwill of Husky. At a minimum, Defendant should have known that its conduct was unlawful and that Defendant was unfairly competing with Husky by relying on the goodwill associated with the HUSKY Marks to sell its products and services.

66. As a direct and proximate result of Defendant's unfair competition, Husky has suffered injury, including loss of exclusive control over its HUSKY Marks and damage to the

value of the reputation and goodwill associated with the HUSKY Marks, which Husky has been building since at least as early as 1961. *See e.g.*, **EXHIBIT 10**.

67. The injury to Husky is irreparable. Defendant continues to commit the acts described herein, and unless restrained and enjoined, will continue to do so, to Husky's further irreparable injury. Husky's remedy at law is inadequate to compensate it for the injuries inflicted and threatened by Defendant's acts described herein.

COUNT III

(Patent Infringement of the '132 Patent by Defendant)

68. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

69. Husky owns all substantial right, title, and interest in and to the '132 Patent, including the sole and exclusive right to prosecute this action and enforce the '132 Patent against infringers, and to collect damages for all relevant times.

70. The '132 Patent generally describes a cavity insert for mold stack of a mold.

71. The written description of the '132 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

72. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '132 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Mold Insert”).

73. As set forth in the attached non-limiting claim chart (**EXHIBIT 14**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 1 of the ‘132 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Mold Insert.

74. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

75. Defendant’s infringement of the ‘132 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

76. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

77. Defendant has been aware that it infringes the ‘132 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

78. Defendant’s infringement of the ‘132 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Husky’s rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

79. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT IV

(Patent Infringement of the '010 Patent by Defendant)

80. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

81. Husky owns all substantial right, title, and interest in and to the '010 Patent, including the sole and exclusive right to prosecute this action and enforce the '010 Patent against infringers, and to collect damages for all relevant times.

82. The '010 Patent generally describes a mold system with cleaning features.

83. The written description of the '010 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

84. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '010 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Neck Ring”).

85. As set forth in the attached non-limiting claim chart (**EXHIBIT 15**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 12 of the ‘010 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Neck Ring.

86. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

87. Defendant’s infringement of the ‘010 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

88. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

89. Defendant has been aware that it infringes the ‘010 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

90. Defendant's infringement of the '010 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

91. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT V

(Patent Infringement of the '321 Patent by Defendant)

92. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

93. Husky owns all substantial right, title, and interest in and to the '321 Patent, including the sole and exclusive right to prosecute this action and enforce the '321 Patent against infringers, and to collect damages for all relevant times.

94. The '321 Patent generally describes a method for cleaning a mold.

95. The written description of the '321 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

96. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '321 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Neck Ring”).

97. As set forth in the attached non-limiting claim chart (**EXHIBIT 16**), Defendant, without authorization or license from Husky, has been and is currently infringing, has actively induced other to infringe, and/or has contributed to the infringement of, at least at least Claim 1 of the ‘321 Patent, by making, using, selling and/or offering for sale, or causing or inducing other to infringe Claim 1 of the ‘321 Patent in connection with at least the infringing AOSIMI Neck Ring.

98. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

99. Defendant’s infringement of the ‘321 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

100. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

101. Defendant has been aware that it infringes the ‘321 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

102. Defendant's infringement of the '321 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

103. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT VI

(Patent Infringement of the '891 Patent by Defendant)

104. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

105. Husky owns all substantial right, title, and interest in and to the '891 Patent, including the sole and exclusive right to prosecute this action and enforce the '891 Patent against infringers, and to collect damages for all relevant times.

106. The '891 Patent generally describes a mold system with cleaning features.

107. The written description of the '891 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

108. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '891 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Neck Ring”).

109. As set forth in the attached non-limiting claim chart (**EXHIBIT 17**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 1 of the ‘891 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Neck Ring.

110. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

111. Defendant’s infringement of the ‘891 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

112. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

113. Defendant has been aware that it infringes the ‘891 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

114. Defendant’s infringement of the ‘891 Patent is, has been, and continues to be,

willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

115. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT VII

(Patent Infringement of the '053 Patent by Defendant)

116. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

117. Husky owns all substantial right, title, and interest in and to the '053 Patent, including the sole and exclusive right to prosecute this action and enforce the '053 Patent against infringers, and to collect damages for all relevant times.

118. The '053 Patent generally describes a mold system with cleaning features.

119. The written description of the '053 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

120. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '053 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Neck Ring”).

121. As set forth in the attached non-limiting claim chart (**EXHIBIT 18**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 1 of the ‘053 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Neck Ring.

122. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

123. Defendant’s infringement of the ‘053 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

124. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

125. Defendant has been aware that it infringes the ‘053 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

126. Defendant’s infringement of the ‘053 Patent is, has been, and continues to be,

willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

127. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT VIII

(Patent Infringement of the '375 Patent by Defendant)

128. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

129. Husky owns all substantial right, title, and interest in and to the '375 Patent, including the sole and exclusive right to prosecute this action and enforce the '375 Patent against infringers, and to collect damages for all relevant times.

130. The '375 Patent generally describes a split mold insert split into two or more parts that are separable.

131. The written description of the '375 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

132. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '375 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Neck Ring”).

133. As set forth in the attached non-limiting claim chart (**EXHIBIT 19**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 12 of the ‘375 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Neck Ring.

134. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

135. Defendant’s infringement of the ‘375 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

136. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

137. Defendant has been aware that it infringes the ‘375 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

138. Defendant's infringement of the '375 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

139. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

COUNT IX

(Patent Infringement of the '149 Patent by Defendant)

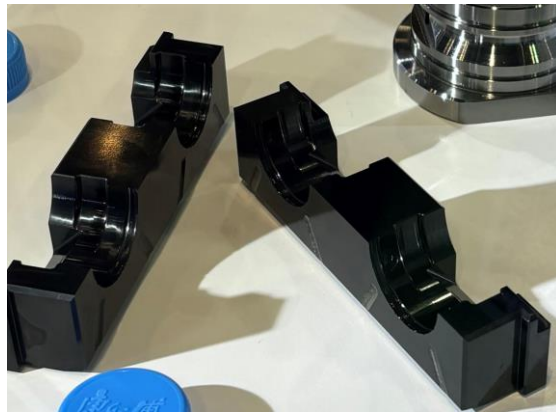
140. Husky incorporates by reference and realleges each and every allegation of the previous paragraphs as if set forth herein.

141. Husky owns all substantial right, title, and interest in and to the '149 Patent, including the sole and exclusive right to prosecute this action and enforce the '149 Patent against infringers, and to collect damages for all relevant times.

142. The '149 Patent generally describes a molding apparatus, including a stripper sleeve.

143. The written description of the '149 Patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

144. Defendant has made, used, sold, and/or offered for sale products, that infringe one or more claims of the '149 Patent, including the following product displayed at the NPE 2024 Show:



(hereafter “AOSIMI Molding Apparatus”).

145. As set forth in the attached non-limiting claim chart (**EXHIBIT 20**), Defendant, without authorization or license from Husky, has directly infringed and continues to directly infringe at least Claim 1 of the ‘149 Patent, either literally or under the doctrine of equivalents, by making, having made, using, distributing, selling, and/or offering for sale the AOSIMI Molding Apparatus.

146. Husky has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Husky in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

147. Defendant's infringement of the '149 Patent has caused, and will continue to cause, Husky to suffer substantial and irreparable harm.

148. Husky is entitled to injunctive relief in accordance with 35 U.S.C. § 283.

149. Defendant has been aware that it infringes the '149 Patent since at least May 8, 2024. Since obtaining knowledge of its infringing activities, Defendant has failed to cease its infringing activities.

150. Defendant's infringement of the '149 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Husky's rights under the patent, justifying a trebling of damages under 35 U.S.C. § 284.

151. Defendant's infringement is exceptional and entitles Husky to attorneys' fees and costs under 35 U.S.C. § 285.

PRAYER FOR RELIEF

Wherefore, Husky respectfully requests that the Court enter judgment in its favor and against Defendant on the patent infringement claims set forth above and respectfully requests that this Court:

- (a) enter judgment that, under 35 U.S.C. §§ 271(a) and (b), Defendant has directly infringed at least one claim of the Patent-in-Suit;
- (b) in accordance with 35 U.S.C. § 283, enjoin Defendant, and all affiliates, employees, agents, officers, directors, attorneys, successors, and assigns and all those acting on behalf of or in active concert or participation with Defendant, preliminarily and permanently from infringing the Patent-in-Suit;
- (c) award Husky all available and legally permissible damages and relief sufficient to compensate Husky for Defendant's infringement of the Patent-in-Suit, including to

the full extent permitted by 35 U.S.C. § 284, together with interest, in an amount to be determined at trial;

- (d) award Husky treble damages under 35 U.S.C. § 284 as a result of Defendant's willful and deliberate infringement of the Patent-in-Suit;
- (e) declare this to be an exceptional case under 35 U.S.C. § 285 and award Husky costs, expenses, and disbursements in this action, including reasonable attorneys' fees; and
- (f) award Husky such other and further relief that this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Husky hereby demands a trial by jury on all issues triable of right by a jury.

Date: May 9, 2024

/s/

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MOLDING SYSTEMS LTD. (MOTION FOR PRO
HAC ADMISSION PENDING)*

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