

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

BLUEPRINT ROBOTICS, INC., )  
 1801 Iron Horse Drive, Suite B )  
 Longmont, CO 80501 )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 GERHARD SCHUBERT GmbH )  
 Hofäckerstr. 7 )  
 74564 Crailsheim )  
 Germany )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

Civil Action No. \_\_\_\_\_

**COMPLAINT FOR DECLARATORY JUDGMENT**

Plaintiff, BluePrint Robotics, Inc. ("BluePrint"), for its complaint against Defendant, Gerhard Schubert GmbH ("Schubert"), alleges as follows:

**THE PARTIES**

1. Plaintiff, BluePrint, which has its principal place of business at 1801 Iron Horse Drive, Suite B, Longmont, CO 80501, manufactures and sells automated packaging systems.
2. On information and belief, Defendant, Schubert, is a German company with its principal place of business at Hofäckerstr. 7, 74564 Crailsheim, Germany.
3. Defendant, Schubert, is the owner of record, and has held itself out to be the owner, of U.S. Patent No. 6,122,895 ("the '895 Patent"). A copy of the '895 Patent is attached hereto as Exhibit A.

JURISDICTION AND VENUE

4. This action for declaratory relief arises under 28 U.S.C. §§ 2201-2202 and the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Defendant Schubert pursuant to 35 U.S.C. § 293.

7. Venue in this district is proper under 28 U.S.C. §§ 1391(b) and (c), 28 U.S.C. § 1391(d), and/or 35 U.S.C. § 293.

BACKGROUND

8. On September 26, 2000, the '895 Patent, entitled "Process and Apparatus for Introducing Products Into Containers," was issued.

9. On April 16, 2007, Schubert sent a letter to BluePrint which identified the '895 Patent and asserted that, if Schubert determined its property rights infringed, it would not refrain from taking legal measures.

10. On April 23, 2008, Schubert, by its German counsel, issued another letter to BluePrint, asserting infringement by BluePrint of the '895 Patent and threatening legal action.

11. BluePrint does not infringe the '895 Patent and it has the right to make and sell its products without license from Schubert.

12. No BluePrint system or its operation infringes, directly or indirectly, any claim of the '895 Patent.

13. Each claim of the '895 Patent is invalid.

14. As a result of Schubert's assertions and demands, an actual controversy exists as to whether the automated packaging systems manufactured or sold by BluePrint infringe any claim of the '895 Patent and whether the '895 Patent is invalid.

CLAIMS FOR RELIEF

COUNT I: NON-INFRINGEMENT

15. BluePrint repeats, realleges and incorporates by reference the allegations contained in paragraphs 1-14 as though fully set forth herein.

16. No product manufactured or sold by BluePrint, or the operation of such product, infringes any claim of the '895 patent.

COUNT II: INVALIDITY

17. BluePrint repeats, realleges and incorporates by reference the allegations contained in paragraphs 1-16 as though fully set forth herein.

18. The '895 Patent is invalid for failure to comply with the statutory requirements of, and conditions contained in, 35 U.S.C. §§ 102, 103 and 112, first and second paragraphs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court to enter judgment against Defendant granting the following relief:

i. Declaratory relief stating that:

(a) The '895 Patent is not infringed by BluePrint;

(b) The '895 Patent is invalid;

(c) Schubert, and those in active concert or participation with Schubert,

including any licensees, are permanently enjoined from initiating patent infringement litigation against BluePrint based upon the '895 Patent, or initiating patent infringement litigation against

any of BluePrint's customers, dealers, agents, distributors or suppliers based upon the '895 Patent, or threatening BluePrint or any of its customers, dealers, agents, distributors or suppliers with patent infringement litigation based upon the '895 patent, or charging any of the foregoing either verbally or in writing with infringement of the '895 Patent.

- ii. Costs, expenses and reasonable attorneys' fees; and
- iii. Such other and further relief as the Court may deem just and proper.

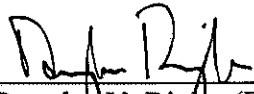
JURY DEMAND

19. Plaintiff BluePrint demands a trial by jury on all issues so triable.

Dated: May 12, 2008

Respectfully submitted,

YOUNG & THOMPSON

By:   
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Douglas V. Rigler (D.C. Bar No. 61838)

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Attorneys for Plaintiff BluePrint Robotics, Inc.