

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI FILED
EASTERN DIVISION**

MAY 03 2006

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO

ORTHOARM, INC.,)
and G.A.C. INTERNATIONAL, INC.,)

Plaintiffs,)

v.)

FORESTADENT USA, INC.,)
and DYNA FLEX, LTD.,)

Defendants.)

4 06CV00730CAS
Cause No. _____

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiffs OrthoArm, Inc. ("OrthoArm") and G.A.C. International, Inc. ("GAC") and for their Complaint against Defendants Forestadent USA, Inc. ("Forestadent") and Dyna Flex, Ltd. ("Dyna Flex"), state as follows:

PARTIES, JURISDICTION AND VENUE

1. OrthoArm is a corporation incorporated in the province of Ontario, Canada and has its principal place of business at 2300 Yonge, Suite 707, Toronto, Canada M4PIE4.
2. GAC is a corporation incorporated in the State of New York, is a wholly-owned subsidiary of Dentsply International Inc., and has its principal place of business at 355 Knickerbocker Ave., Bohemia, New York 11716.
3. Defendant Forestadent is a Delaware corporation having its principal place of business at 2343 Weldon Parkway, Maryland Heights, Missouri 63146.
4. Defendant Dyna Flex is a Missouri corporation having its principal place of business at 10246 Bach Boulevard, St. Louis, Missouri 63132.

5. Forestadent and Dyna Flex, directly and through intermediaries, have for a time past and still are purposefully shipping, selling, offering for sale and/or making or having made in the State of Missouri and elsewhere, whether alone or as part of an end product, orthodontic brackets known by the product or trade name “FORESTADENT QUICK BRACKETS” (hereinafter the “accused devices”) and, more specifically, in this judicial district in competition with GAC’s products.

6. This action arises under the Patent Laws of the United States, United States Code, Title 35, § 1, et. seq. The Court has jurisdiction over the subject matter of this action pursuant to United States Code, Title 28, Sections 1331 and 1338.

7. Venue is proper in this district under United States Code, Title 28, Sections 1391(b) and (c) and 1400(b).

INFRINGEMENT OF U.S. PATENT NO. 5,630,715

8. OrthoArm and GAC reallege paragraphs 1-7 above, inclusive, which are incorporated by reference.

9. OrthoArm is the owner of United States Patent No. 5,630,715 (“the ‘715 Patent”) entitled “ORTHODONTIC BRACKET WITH AN ENGAGEMENT MECHANISM FOR RETAINING AN ARCHWIRE.” (Copy attached hereto as Exhibit A).

10. GAC is the exclusive licensee of the ‘715 Patent.

11. Forestadent and Dyna Flex, directly and through intermediaries, have for a time past and still are purposefully shipping, selling, offering for sale, and/or making or having made, or aiding and abetting and contributing to or inducing such activities, in the United States and in this judicial district, accused devices which infringe one or more claims of the ‘715 Patent. Forestadent and Dyna Flex have done so without license or authority from OrthoArm or GAC.

12. Upon information and belief, Forestadent and Dyna Flex have notice of the '715 Patent and have infringed and are continuing to infringe the '715 Patent.

13. Upon information and belief, Forestadent and Dyna Flex intend to display and offer for sale the accused devices at a major upcoming trade show on or about May 6-9, 2006.

14. Forestadent and Dyna Flex's infringement of the '715 Patent has caused and will continue to cause OrthoArm and GAC irreparable harm for which there is no adequate remedy at law.

15. Forestadent and Dyna Flex's infringement of the '715 Patent has damaged and will continue to damage OrthoArm and GAC, including but not limited to, lost profits from lost sales, lost income from competition from infringing products, loss of opportunity of sales, and price erosion.

REQUEST FOR RELIEF

WHEREFORE, OrthoArm and GAC respectfully request that the Court enter a judgment:

- A. Declaring that Forestadent and Dyna Flex infringed, induced and/or contributed to the infringement of the '715 Patent;
- B. Permanently enjoining Forestadent and Dyna Flex, their respective subsidiaries, agents, officers, employees, directors, licensees, servants, successors, assigns, and all others acting in privity or in concert with them, from infringing, actively inducing infringement or contributing to infringement of the '715 Patent;
- C. Awarding OrthoArm and GAC damages adequate to compensate for Forestadent and Dyna Flex's infringing activities, together with interest;
- D. Awarding OrthoArm and GAC treble damages pursuant to 35 U.S.C. § 284, and other applicable law, by reason of the willful, wanton, and deliberate nature of Forestadent and Dyna Flex's continued infringement;
- E. Awarding OrthoArm and GAC their attorneys' fees and costs of suit, pursuant to 35 U.S.C. § 285, and other applicable law;
- F. Awarding OrthoArm and GAC such other and further relief as the Court may deem just and proper.

JURY DEMAND

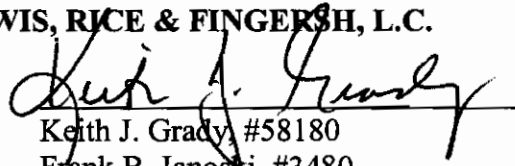
Plaintiffs OrthoArm and GAC demand a trial by jury as to all claims and all issues properly triable thereby.

Dated: May 3, 2006

Respectfully submitted,

LEWIS, RICE & FINGERSH, L.C.

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