

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

VISTAPRINT TECHNOLOGIES LIMITED,

Plaintiff,

v.

123PRINT, INC., DRAWING BOARD (US),
INC. (d/b/a STATIONERY HOUSE, INC.),
and TAYLOR STRATEGIC ACCOUNTS,
INC.

Defendants.

Civil No. 07-02298 (JNE/AJB)

PLAINTIFF'S SECOND AMENDED COMPLAINT

VistaPrint Technologies Limited, by its attorneys, for its complaint against 123Print, Inc., Drawing Board (US), Inc., and Taylor Strategic Accounts, Inc. (collectively "Defendants"), alleges as follows:

THE PARTIES

1. VistaPrint Technologies Limited ("VistaPrint") is a corporation organized and existing under the laws of Bermuda, having a principal place of business at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda.

2. By its Answer, 123Print, Inc. admits it is a Minnesota corporation having its principal place of business at 701 Stratford Avenue, Hagerstown, Maryland 21740.

3. By its Answer, Drawing Board (US), Inc. (doing business as "Stationery House, Inc.") admits it is a Minnesota corporation having its principal place of business at 715 Stratford Avenue, Hagerstown, Maryland 21740.

4. Upon information and belief, Taylor Strategic Accounts, Inc. is a Minnesota corporation having its principal place of business at 1985 Lookout Avenue, North Mankato, Minnesota 56003.

JURISDICTION AND VENUE

5. This is an action for patent infringement under the patent laws of the United States, Title 35 of the United States Code.

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

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(b), because Defendants are incorporated in this state, a substantial part of Defendants' activities have occurred in this judicial district and such activities have given rise to the claims alleged herein.

BACKGROUND

8. VistaPrint is a wholly-owned subsidiary of VistaPrint Limited, which is a leading on-line supplier of high-quality graphic design services and customized printed products to small businesses and other consumers.

9. United States Letters Patent No. 6,247,011 ("the '011 patent"), entitled "Computerized Prepress Authoring For Document Creation," duly and legally issued on June 12, 2001.

10. A copy of the '011 patent is attached as Exhibit 1.

11. United States Letters Patent No. 6,631,375 ("the '375 patent"), entitled "Browser-based Computerized Prepress," duly and legally issued on October 7, 2003.

12. A copy of the '375 patent is attached as Exhibit 2.

13. United States Letters Patent No. 7,120,634 (“the '634 patent”), entitled “Computerized Prepress,” duly and legally issued on October 10, 2006.

14. A copy of the '634 patent is attached as Exhibit 3.

15. VistaPrint has been assigned all rights under the '011 patent, '375 patent, and '634 patent, including the right to recover for past infringement of the patents.

COUNT I -- INFRINGEMENT OF THE '011 PATENT

16. VistaPrint realleges and incorporates paragraphs 1-15 above as if fully set forth herein.

17. Upon information and belief, Defendants have made, used, sold and/or offered for sale, and continue to make, use, sell and/or offer for sale, products and services that incorporate systems and processes covered by one or more claims of the '011 patent.

18. Defendants' manufacture, use, sale and/or offer for sale of products and services has been infringing and continues to infringe the '011 patent under 35 U.S.C. § 271(a).

19. Defendants' manufacture, use, sale and/or offer for sale of products and services has been infringing and continues to infringe the '011 patent under 35 U.S.C. § 271(b) by actively inducing their customers to infringe the '011 patent.

20. Defendants' products are not a staple article of commerce or a commodity suitable for substantial non-infringing use. Defendants' making, use, sale of and/or offer to sell services contributes to the infringement of the '011 patent under

35 U.S.C. § 271(c).

21. Upon information and belief, Defendants have infringed and continue to infringe the '011 patent willfully and wantonly, with knowledge of the '011 patent and without any reasonable basis for believing that they do not infringe.

22. Upon information and belief, Defendants' infringement of the '011 patent will continue unless enjoined by this Court.

23. Defendants have profited and will continue to profit from their infringing activities.

24. VistaPrint has suffered damages and irreparable harm as a result of Defendants' infringement of the '011 patent, and will continue to be damaged unless Defendants are enjoined from future infringing sales or activities.

COUNT II -- INFRINGEMENT OF THE '375 PATENT

25. VistaPrint realleges and incorporates paragraphs 1-15 above as if fully set forth herein.

26. Upon information and belief, Defendants have made, used, sold and/or offered for sale, and continue to make, use, sell and/or offer for sale, products and services that incorporate systems and processes covered by one or more claims of the '375 patent.

27. Defendants' manufacture, use, sale and/or offer for sale of products and services has been infringing and continues to infringe the '375 patent under 35 U.S.C. § 271(a).

28. Defendants' manufacture, use, sale and/or offer for sale of products and

services has been infringing and continues to infringe the '375 patent under 35 U.S.C. § 271(b) by actively inducing their customers to infringe the '375 patent.

29. Defendants' products are not a staple article of commerce or a commodity suitable for substantial non-infringing use. Defendants' making, use, sale of and/or offers to sell services contributes to the infringement of the '375 patent under 35 U.S.C. § 271(c).

30. Upon information and belief, Defendants have infringed and continue to infringe the '375 patent willfully and wantonly, with knowledge of the '375 patent and without any reasonable basis for believing that they do not infringe.

31. Upon information and belief, Defendants' infringement of the '375 patent will continue unless enjoined by this Court.

32. Defendants have profited and will continue to profit from their infringing activities.

33. VistaPrint has suffered damages and irreparable harm as a result of Defendants' infringement of the '375 patent, and will continue to be damaged unless Defendants are enjoined from future infringing sales or activities.

COUNT III -- INFRINGEMENT OF THE '634 PATENT

34. VistaPrint realleges and incorporates paragraphs 1-15 above as if fully set forth herein.

35. Upon information and belief, Defendants have made, used, sold and/or offered for sale, and continue to make, use, sell and/or offer for sale products and services, that incorporate systems and processes covered by one or more claims of the

'634 patent.

36. Defendants' manufacture, use, sale and/or offer for sale of products and services has been infringing and continues to infringe the '634 patent under 35 U.S.C. § 271(a).

37. Defendants' manufacture, use, sale and/or offer for sale of products and services has been infringing and continues to infringe the '634 patent under 35 U.S.C. § 271(b) by actively inducing their customers to infringe the '634 patent.

38. Defendants' products are not a staple article of commerce or a commodity suitable for substantial non-infringing use. Defendants' making, use, sale of and/or offers to sell services contributes to the infringement of the '634 patent under 35 U.S.C. § 271(c).

39. Upon information and belief, Defendants have infringed and continue to infringe the '634 patent willfully and wantonly, with knowledge of the '634 patent and without any reasonable basis for believing that they do not infringe.

40. Upon information and belief, Defendants' infringement of the '634 patent will continue unless enjoined by this Court.

41. Defendants have profited and will continue to profit from their infringing activities.

42. VistaPrint has suffered damages and irreparable harm as a result of Defendants' infringement of the '634 patent, and will continue to be damaged unless Defendants are enjoined from future infringing sales or activities.

PRAYER FOR RELIEF

WHEREFORE, VistaPrint respectfully requests that this Court enter judgment:

- A. Adjudging that 123Print, Inc. has infringed the '011 patent;
- B. Adjudging that Drawing Board (US), Inc. has infringed the '011 patent;
- C. Adjudging that Taylor Strategic Accounts, Inc. has infringed the '011 patent;
- D. Adjudging that 123Print, Inc. has infringed the '375 patent;
- E. Adjudging that Drawing Board (US), Inc. has infringed the '375 patent;
- F. Adjudging that Taylor Strategic Accounts, Inc. has infringed the '375 patent;
- G. Adjudging that 123Print, Inc. has infringed the '634 patent;
- H. Adjudging that Drawing Board (US), Inc. has infringed the '634 patent;
- I. Adjudging that Taylor Strategic Accounts, Inc. has infringed the '634 patent;
- J. Adjudging such infringement to be willful;
- K. Permanently enjoining 123Print, Inc. and its officers, agents, servants, employees, affiliates and all others in active concert or participation with the foregoing from making, using, selling, offering to sell and importing into the United States any system or method that infringes, or contributes to or induces infringement of the '011, '375, or '634 patent;
- L. Permanently enjoining Drawing Board (US), Inc. and its officers, agents, servants, employees, affiliates and all others in active concert or participation with the

foregoing from making, using, selling, offering to sell and importing into the United States any system or method that infringes, or contributes to or induces infringement of the '011, '375, or '634 patent; Permanently enjoining Taylor Strategic Accounts, Inc. and its officers, agents, servants, employees, affiliates and all others in active concert or participation with the foregoing from making, using, selling, offering to sell and importing into the United States any system or method that infringes, or contributes to or induces infringement of the '011, '375, or '634 patent;

M. Ordering an accounting to determine the amount of damages, including pre- and post judgment interest, caused by 123Print Inc.'s infringement of the '011, '375, and '634 patents;

N. Ordering an accounting to determine the amount of damages, including pre- and post judgment interest, caused by Drawing Board (US), Inc.'s infringement of the '011, '375, and '634 patents;

O. Ordering an accounting to determine the amount of damages, including pre- and post judgment interest, caused by Taylor Strategic Accounts, Inc.'s infringement of the '011, '375, and '634 patents;

P. Awarding monetary damages, including pre- and post judgment interest, adequate to compensate VistaPrint for Defendants' infringement;

Q. Awarding enhanced damages and attorneys' fees to VistaPrint pursuant to 35 U.S.C. §§ 284 and 285; and

R. Ordering any such other and further relief as the Court deems just and appropriate.

DEMAND FOR A JURY TRIAL

VistaPrint respectfully demands a jury trial on all claims so triable.

Dated: November 1, 2007

FISH & RICHARDSON P.C.

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