

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

HOT HEADZ INTERNATIONAL, INC.
AND HANDLE IT, LLC,

Plaintiffs,

V.

THE BRIDGE DIRECT, INC.,

Defendant.

Civil Action No. _____

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiffs, by their attorneys complain of Defendant and allege as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271, 281-285.

THE PARTIES

2. Plaintiff Hot Headz International, Inc. (“Hot Headz”), is a corporation organized and existing under the laws of the state of Pennsylvania and having its principal place of business at 1890 Woodhaven Road, Philadelphia, Pennsylvania 19116.

3. Plaintiff Handle It, LLC (“Handle It”), is a corporation organized and existing under the laws of the state of Ohio and having its principal place of business at 2515 Sonnington Drive, Dublin, Ohio 43016.

4. Defendant The Bridge Direct, Inc., upon information and belief, is a corporation organized and existing under the laws of the state of Delaware, having its principal place of business at 301 Yamato Road, Suite 2112, Boca Raton, Florida 33431.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a).

6. Upon information and belief, The Bridge Direct is incorporated in this District and has sufficient contacts within this District to subject itself to the jurisdiction of this Court. In addition, The Bridge Direct sells and offers for sale its products, including but not limited to Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140), in this District.

7. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400.

FIRST CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 7,458,623

8. On December 2, 2008, United States Patent No. 7,458,623 (“the ’623 patent”), entitled “Wrap for Bundling Objects,” was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the ’623 patent by assignment. Hot Headz is the exclusive sublicensee of the ’623 patent. A true and correct copy of the ’623 patent is attached as Exhibit A to this Complaint.

9. The Bridge Direct has been and is currently infringing the ’623 patent in this District and elsewhere by selling and offering for sale at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the ’623 patent unless and until it is enjoined by this Court.

10. Upon information and belief, The Bridge Direct has been and is currently indirectly infringing the ’623 patent in this District and elsewhere by actively inducing direct infringement by other persons, specifically The Bridge Direct’s customers, who use the Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140), which

embody and/or otherwise practice one or more of the claims of the '623 patent. On information and belief, The Bridge Direct actively encourages and directs that infringement with specific intent to induce and encourage such infringement or at a minimum with deliberate indifference to the known risk of such infringement, including describing and advertising the claimed methods via product packaging and the www.raptorbrands.com/twist website. Upon information and belief, The Bridge Direct will continue to indirectly infringe the '623 patent unless and until it is enjoined by this Court.

11. Upon information and belief, The Bridge Direct has been and is currently contributing to the infringement of the '623 patent by offering to sell and/or selling within the United States products that are especially made or adapted for use in an infringement of the '623 patent, and that are not a staple article or commodity of commerce suitable for substantial non-infringing use. Upon information and belief, The Bridge Direct will continue to indirectly infringe the '623 patent unless and until it is enjoined by this Court.

12. Upon information and belief, The Bridge Direct's direct and indirect infringement of the '623 patent is taking place with knowledge of the '623 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the '623 patent. By continuing to commit acts of infringement with full knowledge of the '623 patent, The Bridge Direct has failed to meet the required standard of care to avoid a finding of willful infringement.

13. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the '623 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the '623 patent.

SECOND CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 7,469,946

14. On December 30, 2008, United States Patent No. 7,469,946 (“the ’946 patent”), entitled “Wrap for Bundling Objects,” was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the ’946 patent by assignment. Hot Headz is the exclusive sublicensee of the ’946 patent. A true and correct copy of the ’946 patent is attached as Exhibit B to this Complaint.

15. The Bridge Direct has been infringing the ’946 patent in this District and elsewhere by selling at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the ’946 patent unless and until it is enjoined by this Court.

16. Upon information and belief, The Bridge Direct’s infringement of the ’946 patent is taking place with knowledge of the ’946 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the ’946 patent. By continuing to commit acts of infringement with full knowledge of the ’946 patent, The Bridge Direct has failed to meet the required standard of care to avoid a finding of willful infringement.

17. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the ’946 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the ’946 patent.

THIRD CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 7,673,919

18. On March 9, 2010, United States Patent No. 7,673,919 (“the ’919 patent”), entitled “Wrap for Bundling Objects,” was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the ’919 patent by assignment. Hot Headz is the

exclusive sublicensee of the '919 patent. A true and correct copy of the '919 patent is attached as Exhibit C to this Complaint.

19. The Bridge Direct has been infringing the '919 patent in this District and elsewhere by selling at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the '919 patent unless and until it is enjoined by this Court.

20. Upon information and belief, The Bridge Direct has been and is currently indirectly infringing the '919 patent in this District and elsewhere by actively inducing direct infringement by other persons, specifically The Bridge Direct's customers, who use the Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140), which embody and/or otherwise practice one or more of the claims of the '919 patent. On information and belief, The Bridge Direct actively encourages and directs that infringement with specific intent to induce and encourage such infringement or at a minimum with deliberate indifference to the known risk of such infringement, including describing and advertising the claimed methods via product packaging and the www.raptorbrands.com/twist website. Upon information and belief, The Bridge Direct will continue to indirectly infringe the '919 patent unless and until it is enjoined by this Court.

21. Upon information and belief, The Bridge Direct has been and is currently contributing to the infringement of the '919 patent by offering to sell and/or selling within the United States products that are especially made or adapted for use in an infringement of the '919 patent, and that are not a staple article or commodity of commerce suitable for substantial non-infringing use. Upon information and belief, The Bridge Direct will continue to indirectly infringe the '919 patent unless and until it is enjoined by this Court.

22. Upon information and belief, The Bridge Direct's direct and indirect infringement of the '919 patent is taking place with knowledge of the '919 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the '919 patent. By continuing to commit acts of infringement with full knowledge of the '919 patent, The Direct Bridge has failed to meet the required standard of care to avoid a finding of willful infringement.

23. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the '919 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the '919 patent.

FOURTH CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 7,341,296

24. On March 11, 2008, United States Patent No. 7,341,296 ("the '296 patent"), entitled "Wrap for Bundling Objects," was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the '296 patent by assignment. Hot Headz is the exclusive sublicensee of the '296 patent. A true and correct copy of the '296 patent is attached as Exhibit D to this Complaint.

25. The Bridge Direct has been infringing the '296 patent in this District and elsewhere by selling at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the '296 patent unless and until it is enjoined by this Court.

26. Upon information and belief, The Bridge Direct's infringement of the '296 patent is taking place with knowledge of the '296 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the '296 patent. By continuing to commit acts of infringement with full knowledge of the '296 patent, The Bridge Direct has failed to meet the required standard of care to avoid a finding of willful infringement.

27. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the '296 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the '296 patent.

FIFTH CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 6,113,170

28. On September 5, 2000, United States Patent No. 6,113,170 ("the '170 patent"), entitled "Wrap for Bundling Objects," was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the '170 patent by assignment. Hot Headz is the exclusive sublicensee of the '170 patent. On November 11, 2008, an Ex Parte Reexamination Certificate was duly issued by the United States Patent and Trademark Office for the '170 patent. A true and correct copy of the '170 patent is attached as Exhibit E to this Complaint.

29. The Bridge Direct has been infringing the '170 patent in this District and elsewhere by selling at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the '170 patent unless and until it is enjoined by this Court.

30. Upon information and belief, The Bridge Direct's infringement of the '170 patent is taking place with knowledge of the '170 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the '170 patent. By continuing to commit acts of infringement with full knowledge of the '170 patent, The Bridge Direct has failed to meet the required standard of care to avoid a finding of willful infringement.

31. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the '170 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the '170 patent.

SIXTH CLAIM FOR RELIEF
INFRINGEMENT OF U.S. PATENT NO. 5,853,212

32. On December 29, 1998, United States Patent No. 5,853,212 (“the ’212 patent”), entitled “Wrap for Bundling Objects,” was duly and legally issued by the United States Patent and Trademark Office. Handle It owns the ’212 patent by assignment. Hot Headz is the exclusive sublicensee of the ’212 patent. A true and correct copy of the ’212 patent is attached as Exhibit F to this Complaint.

33. The Bridge Direct has been infringing the ’212 patent in this District and elsewhere by selling at least the following products: Raptor Brands 36 in Twister Grip (#50160) and Raptor Brands 24 in Twister Grip (#50140). Upon information and belief, The Bridge Direct will continue to infringe the ’212 patent unless and until it is enjoined by this Court.

34. Upon information and belief, The Bridge Direct’s infringement of the ’212 patent is taking place with knowledge of the ’212 patent and is willful. By letter dated December 2, 2010, counsel for Hot Headz notified The Bridge Direct of the ’212 patent. By continuing to commit acts of infringement with full knowledge of the ’212 patent, The Bridge Direct has failed to meet the required standard of care to avoid a finding of willful infringement.

35. The Bridge Direct has caused and will cause Plaintiffs injury and damage by infringing the ’212 patent. Plaintiffs will suffer further injury unless and until The Bridge Direct is enjoined from infringing the ’212 patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request this Court:

- 1) To enter judgment that The Bridge Direct has infringed the ’623, ’946, ’919, ’296, ’170, and ’212, patents;

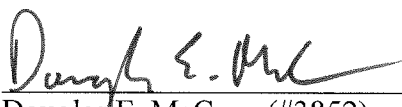
- 2) To enter an order permanently enjoining The Bridge Direct and its officers, agents, servants, employees, attorneys, and all persons in active concert or participation with any of them, from infringing the '623, '946, '919, '296, '170, and '212, patents;
- 3) To award Hot Headz and Handle It their respective damages in amounts sufficient to compensate them for The Bridge Direct's infringement of the patents, together with prejudgment and post judgment interest and costs, pursuant to 35 U.S.C. § 284;
- 4) To treble the damages awarded to Plaintiffs by reason of The Bridge Direct's willful infringement of the '623, '946, '919, '296, '170, and '212, patents;
- 5) To declare this case to be "exceptional" under 15 U.S.C. § 1117(a) and 35 U.S.C. § 285 and to award Plaintiffs their attorneys' fees, expenses and costs incurred in this action;
- 6) To order an accounting of The Bridge Direct's sales and profits with respect to infringing products; and
- 7) To award Plaintiffs such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Hot Headz and Handle It hereby demand a trial by jury on all issues appropriately triable by a jury.

Dated: August 22, 2011

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