

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

EDGECRAFT CORPORATION,)	
)	
Plaintiff,)	
)	
v.)	
)	
LUCKYMAN ENTERPRISE CO. LTD., d/b/a)	
LUCKYMAN ELECTRONIC CO. LTD., d/b/a)	
ZHUHAI LUCKYMAN ELECTRONIC CO.)	
LTD.,)	
)	
Defendant.)	

C.A. No. 08-***

COMPLAINT

Plaintiff Edgecraft Corporation (“Edgecraft”) by its attorneys, for its complaint against Defendant Luckyman Enterprise Co. Ltd., d/b/a Luckyman Electronic Co. Ltd., d/b/a Zhuhai Luckyman Electronic Co. Ltd. (“Luckyman”), alleges as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement pursuant to the patent laws of the United States, 35 U.S.C. § 1 *et seq.* arising out of Luckyman’s willful and deliberate infringement of United States Letters Patent No. 5,611,726; United States Letters Patent No. 6,012,971; United States Letters Patent No. 6,113,476; and United States Letters Patent No. 6,267,652 (collectively, “the asserted patents”).

THE PARTIES

2. Plaintiff Edgecraft Corporation is a corporation organized and existing under the laws of the State of Delaware and maintains a place of business at 825 Southwood Road, Avondale, PA 19311-9765. Edgecraft is the assignee of the asserted patents.

3. Defendant Luckyman Enterprise Co. Ltd., d/b/a Luckyman Electronic Co. Ltd., d/b/a Zhuhai Luckyman Electronic Co. Ltd. is a company organized and existing under the laws of China and maintains a place of business at 7/F Jianshe Building Number 1154, East Jiuzhou Boulevard, Zhuhai, Guangdong, P.R. China 519015. Luckyman is in the business of manufacturing, distributing, and/or selling knife sharpening products in this District and elsewhere throughout the United States.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction of this action, pursuant to 28 U.S.C. §§ 1331 and 1338, in that it involves substantial claims arising under the United States Patent Act, 35 U.S.C. § 1 *et seq.*

5. The defendant is subject to personal jurisdiction in this District.

6. Venue is proper in this District pursuant to the provisions of 28 U.S.C. §§ 1391(c), (d) and 1400(b).

THE PATENTS

7. On March 18, 1997, the United States Patent and Trademark Office issued United States Letters Patent No. 5,611,726 (“the ‘726 patent”), entitled “High Speed Precision Sharpening Apparatus,” upon an application filed by Daniel D. Friel and Robert P. Bigliano. The ‘726 patent is assigned to Edgecraft. A copy of the ‘726 patent is attached hereto as Exhibit A. The ‘726 patent describes and claims a knife sharpening apparatus.

8. On January 11, 2000, the United States Patent and Trademark Office issued United States Letters Patent No. 6,012,971 (“the ‘971 patent”), entitled “Sharpening Apparatus,” upon an application filed by Daniel D. Friel, Sr., Daniel D. Friel, Jr., and Robert P. Bigliano.

The '971 patent is assigned to Edgecraft. A copy of the '971 patent is attached hereto as Exhibit B. The '971 patent describes and claims a knife sharpening apparatus.

9. On September 5, 2000, the United States Patent and Trademark Office issued United States Letters Patent No. 6,113,476 ("the '476 patent"), entitled "Versatile Ultrahone Sharpener," upon an application filed by Daniel D. Friel, Sr., Daniel D. Friel, Jr., and Robert P. Bigliano. The '476 patent is assigned to Edgecraft. A copy of the '476 patent is attached hereto as Exhibit C. The '476 patent describes and claims a knife sharpening apparatus.

10. On July 31, 2001, the United States Patent and Trademark Office issued United States Letters Patent No. 6,267,652 ("the '652 patent"), entitled "Versatile Ultrahone Sharpener," upon an application filed by Daniel D. Friel, Sr., Daniel D. Friel, Jr., and Robert P. Bigliano. The '652 patent is assigned to Edgecraft. A copy of the '652 patent is attached hereto as Exhibit D. The '652 patent describes and claims a knife sharpening apparatus.

FACTUAL ALLEGATIONS

11. Defendant Luckyman is engaged in manufacture, distribution, and/or sale of knife sharpeners.

12. Luckyman manufacture, distributes, and/or sells an electric knife sharpener, Model Number KSO2 (hereinafter "Knife Sharpener KS02"). A description of Luckyman's Knife Sharpener KS02 is attached hereto as Exhibit E.

13. Defendant Luckyman received prior notice from Edgecraft of the asserted patents and/or had prior knowledge of the asserted patents.

14. Upon information and belief, the importation into the United States, and/or offer for sale, sale, or use within the United States, of certain knife sharpening products, including

Luckyman's Knife Sharpener KS02, infringes literally or under the doctrine of equivalents one or more claims of the asserted patents pursuant to 35 U.S.C. § 271.

**FIRST CLAIM FOR RELIEF: INFRINGEMENT
OF THE '726 PATENT UNDER 35 U.S.C. § 271(a)**

Edgecraft realleges paragraphs 1 through 14, above, as if fully set forth herein.

15. This count arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

16. Upon information and belief, Luckyman's make, use, offer for sale and/or sale within the United States and/or its importation into the United States of certain knife sharpening products, including the Knife Sharpener KS02 product, infringes literally or under the doctrine of equivalents one or more claims of the '726 patent pursuant to 35 U.S.C. § 271(a).

17. Upon information and belief, Luckyman's foregoing acts of infringement of the asserted patents were, and continue to be, willful and deliberate.

18. Edgecraft is, and will continue to be, irreparably harmed if Luckyman is not enjoined from infringing one or more claims of the asserted patents.

19. As a result of Luckyman's infringement, Edgecraft has suffered, and continues to suffer, monetary damages in an amount yet to be determined because of the above-described acts of infringement, and will continue to suffer damages in the future unless Luckyman's infringing activities are enjoined by this Court.

20. Edgecraft is entitled to damages adequate to compensate for the infringement, but in no event less than a reasonable royalty.

**SECOND CLAIM FOR RELIEF: INFRINGEMENT
OF THE '971 PATENT UNDER 35 U.S.C. § 271(a)**

Edgecraft realleges paragraphs 1 through 14, above, as if fully set forth herein.

21. This count arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

22. Upon information and belief, Luckyman's make, use, offer for sale and/or sale within the United States and/or its importation into the United States of certain knife sharpening products, including the Knife Sharpener KS02 product, infringes literally or under the doctrine of equivalents one or more claims of the '971 patent pursuant to 35 U.S.C. § 271(a).

23. Upon information and belief, Luckyman's foregoing acts of infringement of the asserted patents were, and continue to be, willful and deliberate.

24. Edgcraft is, and will continue to be, irreparably harmed if Luckyman is not enjoined from infringing one or more claims of the asserted patents.

25. As a result of Luckyman's infringement, Edgcraft has suffered, and continues to suffer, monetary damages in an amount yet to be determined because of the above-described acts of infringement, and will continue to suffer damages in the future unless Luckyman's infringing activities are enjoined by this Court.

26. Edgcraft is entitled to damages adequate to compensate for the infringement, but in no event less than a reasonable royalty.

**THIRD CLAIM FOR RELIEF: INFRINGEMENT
OF THE '476 PATENT UNDER 35 U.S.C. § 271(a)**

Edgcraft realleges paragraphs 1 through 14, above, as if fully set forth herein.

27. This count arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

28. Upon information and belief, Luckyman's make, use, offer for sale and/or sale within the United States and/or its importation into the United States of certain knife sharpening products, including the Knife Sharpener KS02 product, infringes literally or under the doctrine of equivalents one or more claims of the '476 patent pursuant to 35 U.S.C. § 271(a).

29. Upon information and belief, Luckyman's foregoing acts of infringement of the asserted patents were, and continue to be, willful and deliberate.

30. Edgecraft is, and will continue to be, irreparably harmed if Luckyman is not enjoined from infringing one or more claims of the asserted patents.

31. As a result of Luckyman's infringement, Edgecraft has suffered, and continues to suffer, monetary damages in an amount yet to be determined because of the above-described acts of infringement, and will continue to suffer damages in the future unless Luckyman's infringing activities are enjoined by this Court.

32. Edgecraft is entitled to damages adequate to compensate for the infringement, but in no event less than a reasonable royalty.

**FOURTH CLAIM FOR RELIEF: INFRINGEMENT
OF THE '652 PATENT UNDER 35 U.S.C. § 271(a)**

Edgecraft realleges paragraphs 1 through 14, above, as if fully set forth herein.

33. This count arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

34. Upon information and belief, Luckyman's make, use, offer for sale and/or sale within the United States and/or its importation into the United States of certain knife sharpening products, including the Knife Sharpener KS02 product, infringes literally or under the doctrine of equivalents one or more claims of the '652 patent pursuant to 35 U.S.C. § 271(a).

35. Upon information and belief, Luckyman's foregoing acts of infringement of the asserted patents were, and continue to be, willful and deliberate.

36. Edgecraft is, and will continue to be, irreparably harmed if Luckyman is not enjoined from infringing one or more claims of the asserted patents.

37. As a result of Luckyman's infringement, Edgecraft has suffered, and continues to suffer, monetary damages in an amount yet to be determined because of the above-described acts of infringement, and will continue to suffer damages in the future unless Luckyman's infringing activities are enjoined by this Court.

38. Edgcraft is entitled to damages adequate to compensate for the infringement, but in no event less than a reasonable royalty.

PRAYER FOR RELIEF

WHEREFORE, Edgcraft requests the following relief:

- A. A judgment that Luckyman infringes the asserted patents;
- B. A judgment permanently enjoining Luckyman from further infringement of the asserted patents;
- C. An accounting for damages arising from Luckyman's acts of infringement, including profits made by Luckyman and lost by Edgcraft as a result of Luckyman's infringing activities;
- D. An award of damages pursuant to 35 U.S.C. § 284, including treble damages for willful infringement as provided by 35 U.S.C. § 284, with interest;
- E. A finding that this is an exceptional case and an order awarding reasonable attorneys fees to Edgcraft pursuant to 35 U.S.C. § 285;
- F. An award of costs and expenses in this action; and
- G. Such further and other relief as this Court may deem just and proper.

Respectfully submitted,
CONNOLLY BOVE LODGE & HUTZ LLP

DATED: May 5, 2008

By: /s/ Dana K. Hammond

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