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Of Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

SLOCUM ENTERPRISES, INC.
and D. BARCLAY SLOCUM
TRUST AGREEMENT

Civil Action No. ~~CV 04 1257 JE~~

Plaintiffs,

**COMPLAINT FOR
PATENT INFRINGEMENT**

v.

DEMAND FOR JURY TRIAL

SECUROS, INC.

Defendant.

Plaintiffs Slocum Enterprises and D. Barclay Slocum Trust Agreement, for its complaint against defendant, alleges:

178704

Jurisdiction and Venue

1. This court has jurisdiction under 28 U.S.C. § 1338(a) because this is a case for patent infringement, and venue is proper under 28 U.S.C. § 1440 and 28 U.S.C. § 1391.

Parties

2. Plaintiff Slocum Enterprises, Inc. is an Oregon corporation located and doing business at 621 River Avenue, Eugene, Oregon 97404. Plaintiff D. Barclay Slocum Trust Agreement is a Trust Agreement entered into on April 12, 2001. Both plaintiffs are collectively referred to herein as "Slocum".

3. On information and belief, defendant Securos, Inc. (Securos) is a Massachusetts corporation having a place of business at 278 Southbridge Road, RT 169, Charlton, MA 01507.

Background

4. Slocum owns or controls U.S. Patent No. 5,304,180 entitled TIBIAL OSTEOTOMY FIXATION PLATE ("the '180 patent"). The '180 patent was duly and legally issued to D. Barclay Slocum on April 19, 1994. On April 12, 2001, D. Barclay Slocum assigned all of his rights in the '180 patent to SLOCUM. A copy of the '180 patent is attached as Exhibit A.

5. On information and belief, Securos recently began making and selling a Securos TPLO Plate ("the Accused Product")(see pages from its website attached as Exhibit B).

Count 1 - Infringement of U.S. Patent No. 5,304,180

6. Slocum incorporates by reference all preceding paragraphs.

7. On information and belief, Securos has made, used, offered for sale and/or sold the Accused product in 2004 and the Accused Product is covered by the claims of the '180 patent, thereby infringing the '363 patent under 35 U.S.C. § 271(a).

8. On information and belief, Securos continues to make, use, offer for sale, and/or sell the Accused Product without authority, thereby continuing infringement of the '180 patent under 35 U.S.C. § 271(a).

9. On information and belief, Securos's infringement is willful and will continue unless enjoined by this Court. Securos's acts have caused, and are causing irreparable damage to Slocum. Slocum has no adequate remedy at law.

WHEREFORE, plaintiff Slocum prays for:

A. A finding by the Court that defendant Securos has infringed U.S. Patent No. 5,304,180 by making and selling the accused product;

B. An award against defendant Securos for the damages suffered by plaintiff Slocum as a result of defendant's acts of infringement;

C. An injunction restraining defendant Securos from infringing U.S. Patent No. 5,304,180;

- D. An award of attorney fees and assessment of costs; and
- E. Such other and further relief as the Court may deem just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

DATED this 3rd day of September, 2004.

KOLISCH HARTWELL, P.C.

A handwritten signature in black ink, appearing to read "David P. Cooper", is written over a horizontal line. The signature is cursive and somewhat stylized.

David P. Cooper
of Attorneys for Plaintiff