

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

(1) REEDHYCALOG UK, LTD., and
(2) REEDHYCALOG, LP,

Plaintiffs,

v.

(1) UNITED DIAMOND DRILLING SERVICES,
INC.,
(2) VAREL INTERNATIONAL IND., L.P.,
(3) ULTERRA DRILLING TECHNOLOGIES, L.P.,
and
(4) UNITED DIAMOND, L.P.,

Defendants.

Civil Action No. 6:07-CV-251

JURY DEMANDED

FOURTH AMENDED COMPLAINT FOR PATENT INFRINGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, ReedHycalog UK, Ltd. and ReedHycalog, LP (collectively “ReedHycalog” or “Plaintiffs”) for their Fourth Amended Complaint against Defendants United Diamond Drilling Services, Inc., Varel International Ind., L.P., Ulterra Drilling Technologies, L.P., and United Diamond, L.P. (collectively all four entities will be referred to as “Defendants” herein) allege as follows:

THE PARTIES

1. Plaintiff ReedHycalog UK, Ltd. is a United Kingdom corporation with its principal place of business in Stonehouse, Gloucestershire, England.
2. Plaintiff ReedHycalog, LP is a Delaware limited partnership with its principal place of business in Houston, Texas.
3. On information and belief, Defendant United Diamond Drilling Services, Inc. (“United Diamond”) is, or was, a Delaware corporation with a current or former place of

business at 20333 State Highway 249, Suite 200, Houston, Texas 77070. United Diamond manufactures fixed cutter, or so-called “drag,” rotary drill bits as well as “roller cone” rotary drill bits and provides drilling-related products and services to its customers.

4. On information and belief, Defendant Varel International Ind., L.P. (“Varel”) is a Delaware limited liability partnership with a place of business at 15800 International Plaza Drive, Suite 150, Houston, Texas 77032. Varel manufactures fixed cutter, or so-called “drag,” rotary drill bits as well as “roller cone” rotary drill bits and provides drilling-related products and services to its customers.

5. On information and belief, Defendant Ulterra Drilling Technologies, L.P. (“Ulterra”) is a Texas limited liability partnership with a place of business at 7601 Will Rogers Boulevard, Fort Worth, Texas 76140. Ulterra manufactures fixed cutter, or so-called “drag,” rotary drill bits as well as “roller cone” rotary drill bits and provides drilling-related products and services to its customers.

6. On information and belief, Defendant United Diamond, L.P. (“UDLP”) is a Canadian limited partnership with places of business in Houston, Texas and Odessa, Texas. UDLP manufactures fixed cutter, or so-called “drag,” rotary drill bits as well as “roller cone” rotary drill bits and provides drilling-related products and services to its customers. Ulterra, either directly or indirectly, owns UDLP.

7. United Diamond, Varel, Ulterra, and UDLP each manufacture, or have manufactured, drill bits which employ leached polycrystalline diamond compact (“PDC”) cutters and inserts (individually and collectively “PDCs”) wherein at least a portion of the catalyzing material from the polycrystalline diamond matrix is removed by a leaching process.

JURISDICTION

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. § 271 *et seq.* The Court has personal jurisdiction over each of the Defendants in that each of the Defendants has established minimum contacts with the forum.

Defendants have manufactured, leased, used, sold and/or offered for sale infringing drill bits in Texas, including in this district. Moreover, the Defendants have committed acts of infringement or induced or contributed others to commit acts of infringement in this judicial district. The exercise of jurisdiction over the Defendants would not offend traditional notions of fair play and substantial justice.

VENUE

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1331, 1338(a), 1391(b), (c) and (d) and 1400(b).

GENERAL ALLEGATIONS

10. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table.

11. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 10.

12. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, and wherein the depth of the first region is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

13. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 12.

14. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, wherein the diamond table has a generally cylindrical shape and the first region extends down the outer side surface of the diamond table by a distance that is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

15. On information and belief, within the six years prior to the filing of this Complaint, United Diamond has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 14.

16. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table.

17. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 16.

18. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, and wherein the

depth of the first region is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

19. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 18.

20. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, wherein the diamond table has a generally cylindrical shape and the first region extends down the outer side surface of the diamond table by a distance that is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

21. On information and belief, within the six years prior to the filing of this Complaint, Varel has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 20.

22. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table.

23. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 22.

24. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the

catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, and wherein the depth of the first region is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

25. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 24.

26. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, wherein the diamond table has a generally cylindrical shape and the first region extends down the outer side surface of the diamond table by a distance that is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

27. On information and belief, within the six years prior to the filing of this Complaint, Ulterra has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 26.

28. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table.

29. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 28.

30. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, and wherein the depth of the first region is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

31. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 30.

32. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, wherein the diamond table has a generally cylindrical shape and the first region extends down the outer side surface of the diamond table by a distance that is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

33. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 32.

34. Pursuant to the present Fourth Amended Complaint, Plaintiffs allege that Defendants United Diamond, Varel, Ulterra, and UDLP have infringed U.S. Patents Nos. 6,861,098, 6,861,137, 6,878,447, 6,601,662, 6,544,308, 6,562,462, 6,585,064, 6,589,640, 6,592,985, 6,739,214, 6,749,033 and 6,797,326.

INFRINGEMENT OF U.S. PATENT NO. 6,861,098

35. On March 1, 2005, United States Patent No. 6,861,098 (“the ‘098 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘098 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘098 patent. A true and correct copy of the ‘098 patent is attached hereto as Exhibit A.

36. Upon information and belief, each of the Defendants have infringed and continue to infringe the ‘098 patent. The infringing acts include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to infringe the ‘098 patent. Each of the Defendants are liable for infringement of the ‘098 patent pursuant to 35 U.S.C. § 271.

37. Each of the Defendants’ acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of each of the Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’ infringement of Plaintiffs’ rights under the ‘098 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless Defendants are each enjoined by this Court.

38. Upon information and belief, each of the Defendants’ infringement of the ‘098 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,861,137

39. On March 1, 2005, United States Patent No. 6,861,137 (“the ‘137 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a High Volume Density Polycrystalline Diamond with Working Surfaces Depleted of Catalyzing Material. All rights and interest in the ‘137 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘137 patent. A true and correct copy of the ‘137 patent is attached hereto as Exhibit B.

40. Upon information and belief, each of the Defendants have infringed and continue to infringe the '137 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '137 patent pursuant to 35 U.S.C. § 271.

41. Each of the Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from the Defendants the damages sustained by Plaintiffs as a result of each of the Defendants' wrongful acts in an amount subject to proof at trial. Each of the Defendants' infringement of Plaintiffs' rights under the '137 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless the Defendants are each enjoined by this Court.

42. Upon information and belief, each of the Defendants' infringement of the '137 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,878,447

43. On April 12, 2005, United States Patent No. 6,878,447 ("the '447 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '447 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '447 patent. A true and correct copy of the '447 patent is attached hereto as Exhibit C.

44. Upon information and belief, each of the Defendants have infringed and continue to infringe the '447 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '447 patent pursuant to 35 U.S.C. § 271.

45. Each of the Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from each of the Defendants the damages sustained by Plaintiffs as a result of each of the Defendants' wrongful acts in an amount subject to proof at

trial. Each of the Defendants' infringement of Plaintiffs' rights under the '447 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless the Defendants are each enjoined by this Court.

46. Upon information and belief, each of the Defendants' infringement of the '447 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,601,662

47. On August 5, 2003, United States Patent No. 6,601,662 ("the '662 patent") was duly and legally issued to inventors Terry R. Matthias, Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Cutters With Working Surfaces Having Varied Wear Resistance While Maintaining Impact Strength. All rights and interest in the '662 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '662 patent. A true and correct copy of the '662 patent is attached hereto as Exhibit D.

48. Upon information and belief, each of the Defendants have infringed and continue to infringe the '662 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '662 patent pursuant to 35 U.S.C. § 271.

49. Each of the Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from each of the Defendants the damages sustained by Plaintiffs as a result of each of the Defendants' wrongful acts in an amount subject to proof at trial. Each of the Defendants infringement of Plaintiffs' rights under the '662 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless the Defendants are each enjoined by this Court.

50. Upon information and belief, each of the Defendants' infringement of the '662 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,544,308

51. On April 8, 2003, United States Patent No. 6,544,308 (“the ‘308 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for High Volume Density Polycrystalline Diamond With Working Surfaces Depleted of Catalyzing Material. All rights and interest in the ‘308 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘308 patent. A true and correct copy of the ‘308 patent is attached hereto as Exhibit E.

52. Upon information and belief, each of the Defendants have infringed and continue to infringe the ‘308 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the ‘308 patent pursuant to 35 U.S.C. § 271.

53. Defendants’ acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’ infringement of Plaintiffs’ rights under the ‘308 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

54. Upon information and belief, each of the Defendants’ infringement of the ‘308 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,562,462

55. On May 13, 2003, United States Patent No. 6,562,462 (“the ‘462 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for High Volume Density Polycrystalline Diamond With Working Surfaces Depleted of Catalyzing Material. All rights and interest in the ‘462 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘462 patent. A true and correct copy of the ‘462 patent is attached hereto as Exhibit F.

56. Upon information and belief, each of the Defendants have infringed and continue to infringe the '462 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '462 patent pursuant to 35 U.S.C. § 271.

57. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Plaintiffs' rights under the '462 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

58. Upon information and belief, each of the Defendants' infringement of the '462 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,585,064

59. On July 1, 2003, United States Patent No. 6,585,064 ("the '064 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '064 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '064 patent. A true and correct copy of the '064 patent is attached hereto as Exhibit G.

60. Upon information and belief, each of the Defendants have infringed and continue to infringe the '064 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '064 patent pursuant to 35 U.S.C. § 271.

61. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of

Plaintiffs' rights under the '064 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

62. Upon information and belief, each of the Defendants' infringement of the '064 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,589,640

63. On July 8, 2003, United States Patent No. 6,589,640 ("the '640 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '640 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '640 patent. A true and correct copy of the '640 patent is attached hereto as Exhibit H.

64. Upon information and belief, each of the Defendants have infringed and continue to infringe the '640 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '640 patent pursuant to 35 U.S.C. § 271.

65. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Plaintiffs' rights under the '640 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

66. Upon information and belief, each of the Defendants' infringement of the '640 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,592,985

67. On July 15, 2003, United States Patent No. 6,592,985 (“the ‘985 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘985 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘985 patent. A true and correct copy of the ‘985 patent is attached hereto as Exhibit I.

68. Upon information and belief, each of the Defendants have infringed and continue to infringe the ‘985 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the ‘985 patent pursuant to 35 U.S.C. § 271.

69. Defendants’ acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants’ wrongful acts in an amount subject to proof at trial. Defendants’ infringement of Plaintiffs’ rights under the ‘985 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

70. Upon information and belief, each of the Defendants’ infringement of the ‘985 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,739,214

71. On May 25, 2004, United States Patent No. 6,739,214 (“the ‘214 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘214 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘214 patent. A true and correct copy of the ‘214 patent is attached hereto as Exhibit J.

72. Upon information and belief, each of the Defendants, acting in concert with others, have infringed and continue to infringe the '214 patent. The infringing acts of Defendants include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to perform certain steps that, when combined with each of the Defendants' actions, infringe the '214 patent. Each of the Defendants are liable for infringement of the '214 patent pursuant to 35 U.S.C. § 271.

73. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Plaintiffs' rights under the '214 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

74. Upon information and belief, each of the Defendants' infringement of the '214 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,749,033

75. On June 15, 2004, United States Patent No. 6,749,033 ("the '033 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '033 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '033 patent. A true and correct copy of the '033 patent is attached hereto as Exhibit K.

76. Upon information and belief, each of the Defendants have infringed and continue to infringe the '033 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. Each of the Defendants are liable for infringement of the '033 patent pursuant to 35 U.S.C. § 271.

77. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Plaintiffs' rights under the '033 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

78. Upon information and belief, each of the Defendants' infringement of the '033 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,797,326

79. On September 28, 2004, United States Patent No. 6,797,326 ("the '326 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Method of Making Polycrystalline Diamond with Working Surfaces Depleted of Catalyzing Material. All rights and interest in the '326 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '326 patent. A true and correct copy of the '326 patent is attached hereto as Exhibit L.

80. Upon information and belief, each of the Defendants have infringed and continue to infringe the '326 patent. The infringing acts of the Defendants include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to infringe the '326 patent. Each of the Defendants are liable for infringement of the '326 patent pursuant to 35 U.S.C. § 271.

81. Defendants' acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from Defendants the damages sustained by Plaintiffs as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Plaintiffs' rights under the '326 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless each of the Defendants are enjoined by this Court.

82. Upon information and belief, each of the Defendants' infringement of the '326 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

MARKING

83. To the extent marking was required by 35 U.S.C. § 287, Plaintiffs have complied with such marking requirements for the '098 patent, the '137 patent, the '447 patent, the '662 patent, the '308 patent, the '462 patent, the '064 patent, the '640 patent, the '985 patent, the '214 patent, the '033 patent and the '326 patent. Plaintiffs are entitled to recover damages for acts of infringement occurring prior to the filing of the lawsuit.

JURY DEMAND

84. Plaintiffs hereby demand a jury trial on all issues and claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment and seek the following relief:

- (a) For judgment that the '098 patent, the '137 patent, the '447 patent, the '662 patent, the '308 patent, the '462 patent, the '064 patent, the '640 patent, the '985 patent, the '214 patent, the '033 patent and the '326 patent have been and/or continue to be infringed by each of the Defendants;
- (b) For an accounting of all damages sustained by Plaintiffs as the result of each of the Defendants' acts of infringement;
- (c) For a permanent injunction enjoining the aforesaid acts of infringement by each of the Defendants, its officers, agents, servants, employees, subsidiaries and attorneys, and those persons acting in concert with each of the Defendants, including related individuals and entities, customers, representatives, OEMs, dealers, distributors and importers;
- (d) For actual damages together with prejudgment interest, according to proof;
- (e) For enhanced damages pursuant to 35 U.S.C. § 284;
- (f) For an award of attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;
- (g) For all costs of suit; and

(h) For such other and further relief as the Court may deem just and proper.

DATED: January 22, 2009

Respectfully submitted,

By: /s/ James A. Jorgensen

Danny L. Williams

Lead Attorney

State Bar No. 21518050

J. Mike Amerson

State Bar No. 01150025

James A. Jorgensen

State Bar No. 00794060

WILLIAMS, MORGAN & AMERSON, P.C.

10333 Richmond Avenue, #1100

Houston, Texas 77042

Telephone: (713) 934-7000

Facsimile: (713) 934-7011

E-Mail: danny@wmalaw.com

E-Mail: mike@wmalaw.com

E-Mail: jjorgensen@wmalaw.com

S. Calvin Capshaw

State Bar No. 0378390

CAPSHAW DERIEUX LLP

1127 Judson Road, Suite 220

P.O. Box 3999 (75606-3999)

Longview, Texas 75601-5157

Telephone: (903) 236-9800

Facsimile: (903) 236-8787

Email: ccapshaw@capshawlaw.com

T. John Ward, Jr.

State Bar No. 00794818

WARD & SMITH LAW FIRM

P.O. Box 1231

Longview, Texas 75606

Telephone: (903) 757-6400

Facsimile: (903) 757-2323

E-Mail: jw@jwfirm.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3). Any other counsel of record will be served by facsimile transmission and/or first class mail this 22nd day of January, 2009.

/s/ Cynthia Marple