

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
NORTHERN DIVISION

----- X

BLACK & DECKER INC. :
 Drummond Plaza Office Park :
 1207 Drummond Plaza :
 Newark Delaware 19711, :
 :
 BLACK & DECKER (U.S.) INC. :
 701 East Joppa Road :
 Towson, Maryland 21286, :
 :
 and :
 :
 PORTER-CABLE CORPORATION, :
 4825 Highway 45 North :
 Jackson, TN 38305, :
 :
 Plaintiffs, :
 :
 v. :
 :
 GMCA PTY. LTD., :
 and :
 TRAPONE CORPORATION PTY. LTD., :
 45 South Centre Road :
 Melbourne Airport Business Park :
 Victoria 3045 Australia, :
 :
 Defendants. :
 :
 ----- X

Civil Action No. 1:03-CV-2699 WDQ

THIRD AMENDED COMPLAINT AND JURY DEMAND

Plaintiffs Black & Decker Inc., Black & Decker (U.S.) Inc. (collectively “Black & Decker”) and
Porter-Cable Corporation (“Porter-Cable”), by and through their undersigned attorneys, hereby bring

this third amended patent infringement suit against defendants GMCA Pty. Ltd., and Trapone Corporation Pty. Ltd. (collectively, “Defendants”) and in support thereof states as follows:

JURISDICTION AND VENUE

1. This is an action for patent infringement arising under the Patent Laws of the United States, Title 35, United States Code.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has personal jurisdiction over the Defendants pursuant to the Maryland long-arm statute, MD Code Ann., Courts and Judicial Proc., § 6-103 (2002), and since Defendants are present in Maryland and/or have transacted business in Maryland in connection with the products at issue in this action.

3. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(d) and 1400(b).

THE PARTIES

4. Plaintiff Black & Decker Inc. (“BDI”) is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at Drummond Plaza Office Park, 1207 Drummond Plaza, Newark, Delaware 19711. BDI owns the patents-in-suit by assignment from Porter-Cable.

5. Plaintiff Black & Decker (U.S.) Inc. (“BDUS”) is a corporation organized and existing under the laws of the State of Maryland, having its principal place of business at 701 East Joppa Road, Towson, Maryland 21286. BDUS is the exclusive licensee of the patents-in-suit from BDI.

6. Plaintiff Porter-Cable is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 4825 Highway 45 North, Jackson, Tennessee 38305.

7. Defendants are companies organized and existing under the laws of Australia, having their principal place of business at 45 South Centre Road, Melbourne Airport Business Park, Victoria 3045 Australia. GMCA Pty. Ltd. does business under the trade names Global Machinery Pty. Ltd. and Global Machinery Tools Pty. Ltd.

THE PATENTS IN SUIT

8. United States Patent No. 5,375,495 (“the ‘495 patent”), entitled “Optical Alignment System for Circular Power Saws,” a copy of which (including certificate of correction papers relating thereto) is appended hereto as Exhibit A, was issued by the United States Patent and Trademark Office on December 27, 1994. The named inventors of the ‘495 patent are Donald R. Bosten, John R. Kriaski, John W. Schnell, James P. Nichols, Jr., Steven H. Plume, Matthew G. Popik, Dennis C. Huntsman, Randy G. Cooper and David V. Keller. The ‘495 patent has been assigned to plaintiff Porter-Cable.

9. On or about October 2, 2004, plaintiff Porter-Cable assigned, sold and transferred its entire interest in the ‘495 patent to plaintiff BDI. BDUS is the exclusive licensee of the ‘495 patent from BDI.

10. United States Patent No. 5,285,708 (“the ‘708 patent”), entitled “Miter Saw Alignment System,” a copy of which (including certificate of correction papers relating thereto) is appended hereto as Exhibit B, was issued by the United States Patent and Trademark Office on February 15, 1994. The named inventors of the ‘708 patent are Donald R. Bosten, John R. Kriaski, John W. Schnell, James P. Nichols, Jr., Steven H. Plume, Matthew G. Popik, Dennis C. Huntsman, Randy G. Cooper and David V. Keller. The ‘708 patent was also initially assigned to plaintiff Porter-Cable.

11. On or about October 2, 2004, plaintiff Porter-Cable also assigned, sold and transferred its entire interest in the '708 patent to plaintiff BDI. BDUS is the exclusive licensee of the '708 patent from BDI.

12. As a result of the Assignment, Black & Decker is the sole owner of all right, title and interest in the '495 and '708 patents, including the right to sue and recover for past infringement thereof.

DEFENDANTS' INFRINGING ACTIVITIES

13. Defendants are making, using, offering to sell or selling, or inducing the same, power saws, including hand-held circular saws and slide compound miter saws of varying sizes that incorporate a laser alignment feature, and that infringe on one or more claims of the '495 and '708 patents. Defendants' infringing products are being marketed and offered for sale in the United States under the names Redeye® and/or LightSabre®.

14. Defendants are aware of the '495 and '708 patents, having been notified by Porter-Cable, and yet continue their infringing activity.

COUNT I

**CAUSE OF ACTION FOR
INFRINGEMENT OF THE '495 PATENT**

15. Plaintiffs incorporate the allegations of paragraphs 1 through 14 as fully set forth herein.

16. Defendants have been and are infringing one or more claims of the '495 patent by making, using, offering to sell or selling, and/or inducing the same in this district and/or elsewhere, laser alignment saws, including hand-held circular saws and slide compound miter saws of varying sizes,

under the trade name Redeye® and/or LightSabre®, in violation of 35 U.S.C. § 271, and will continue to do so unless enjoined by this Court.

17. Defendants' infringement has been, and continues to be, deliberate, willful and knowing.

18. Defendants have caused, are causing and, unless such acts and practices are enjoined by the Court, will continue to cause, immediate and irreparable harm to Plaintiffs for which there is no adequate remedy at law and for which Plaintiffs are entitled to injunctive relief under 35 U.S.C. § 283.

19. Unless Defendants' infringing activities are enjoined by the Court, Plaintiffs will continue to suffer injury and damages for which Plaintiffs are entitled to relief under 35 U.S.C. § 284.

20. This is an exceptional case within the meaning of 35 U.S.C. § 285 and Plaintiffs are therefore entitled to their reasonable attorney's fees.

COUNT II

CAUSE OF ACTION FOR INFRINGEMENT OF THE '708 PATENT

21. Plaintiffs incorporate the allegations of paragraphs 1 through 20 as fully set forth herein.

22. Defendants have been and are infringing one or more claims of the '708 patent by making, using, offering to sell or selling, and/or inducing the same in this district and/or elsewhere, laser alignment saws, including slide compound miter saws of varying sizes, under the trade name Redeye® and/or LightSabre®, in violation of 35 U.S.C. § 271, and will continue to do so unless enjoined by this Court.

23. Defendants' infringement has been, and continues to be, deliberate, willful and knowing.

24. Defendants have caused, are causing and, unless such acts and practices are enjoined by the Court, will continue to cause, immediate and irreparable harm to Plaintiffs for which there is no adequate remedy at law and for which Plaintiffs are entitled to injunctive relief under 35 U.S.C. § 283.

25. Unless Defendants' infringing activities are enjoined by the Court, Plaintiffs will continue to suffer injury and damages for which Plaintiffs are entitled to relief under 35 U.S.C. § 284.

26. This is an exceptional case within the meaning of 35 U.S.C. § 285 and Plaintiffs are therefore entitled to their reasonable attorney's fees.

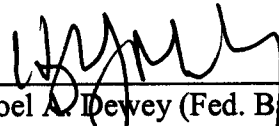
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Black & Decker and Porter-Cable respectfully pray for a Judgment from this Court that:

- a) Black & Decker is the owner of the entire right, title and interest in United States Letters Patent No. 5,375,495, including the right to sue and recover for past infringement thereof;
- b) United States Letters Patent No. 5,375,495 was duly and legally issued, is valid and enforceable, and is infringed by Defendants;
- c) Defendants and those acting in concert with Defendants be permanently enjoined from engaging in further acts of infringement of said United States Letter Patent 5,375,495 pursuant to 35 U.S.C. § 283;
- d) Black & Decker is the owner of the entire right, title and interest in United States Letters Patent No. 5,285,708, including the right to sue and recover for past infringement thereof;

- e) United States Letters Patent No. 5,285,708 was duly and legally issued, is valid and enforceable, and is infringed by Defendants;
- f) Defendants and those acting in concert with Defendants be permanently enjoined from engaging in further acts of infringement of said United States Letter Patent 5,285,708 pursuant to 35 U.S.C. § 283;
- g) That this Court order the Defendants and Defendants' business and their officers, agents, servants and employees, to deliver up to this Court for destruction all products of Defendants which are infringing upon the rights of Plaintiffs, and that Defendants submit in writing, under oath, a description of all actions taken to comply with this portion of the order, within one month of the issuance of any order.
- h) Plaintiffs be awarded damages adequate to compensate for Defendants' infringement of said United States Letters Patent Nos. 5,375,495 and 5,285,708, together with prejudgment interest, said damages to be trebled pursuant to 35 U.S.C. § 284;
- i) Plaintiffs be awarded its reasonable attorney fees pursuant to 35 U.S.C. § 285; and
- j) Plaintiffs have such other and further relief as this Court deems just and equitable.

Dated: December ____, 2004

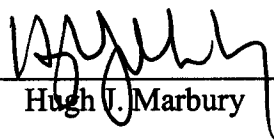
By : 
Joel A. Dewey (Fed. Bar No. 00486)
Steven Keiber (Fed. Bar No. 15885)
John C. Dougherty (Fed. Bar No. 10462)
Hugh J. Marbury (Fed. Bar No. 24653)

PIPER RUDNICK LLP
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Baltimore, Maryland 21209
(410) 580-3000

JURY DEMAND

Pursuant to Rule 38(b), Fed. R. Civ. P., Plaintiffs Black & Decker and Porter-Cable demand trial by jury of any issue triable of right by a jury.

Dated: December 7th, 2004

By:  _____
Hugh T. Marbury