

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

MARK G. COLLINS,)	
)	
Plaintiff,)	
)	Cause No.:
vs.)	
)	
M&Y TRADING CORPORATION,)	
a New York Corporation,)	JURY TRIAL DEMAND
GLOBAL TRADERS & SUPPLIERS, INC.,)	
an Indiana Corporation,)	
KAREN THOMAS,)	
an Individual,)	
ANDREW J. PLATTS,)	
an Individual,)	
NAME BEADS INTERNATIONAL, LLC,)	
a Missouri Limited Liability Company,)	
NAME BEADS USA, INC.,)	
a Missouri Corporation,)	
and DOES 1 through 10,)	
)	
Defendants.)	

COMPLAINT

Plaintiff Mark G. Collins (“Collins”) submits to the Court his Complaint, and for his causes of action against Defendants M&Y Trading Corporation d/b/a Helby Import Company (“Helby”), Global Traders & Suppliers, Inc. (“Global Traders”), Karen Thomas d/b/a Karen Thomas Designs (“Thomas”), Andrew J. Platts (“Platts”), Name Beads International, LLC (“NB Int’l”), and Name Beads USA, Inc. (“Name Beads”), (collectively referred to as “Defendants”), states as follows:

Parties

1. Collins, at all times relevant hereto, was and is an individual and resident of St. Louis County, Missouri.

2. M & Y Trading Corporation d/b/a Helby Import Company is a New York corporation, having its principal place of business at 37 Hayward Avenue Carteret, New Jersey 07008. Helby also owns and operates an interactive website located at www.helby.com that is accessible to customers in this judicial district.

3. Global Traders & Suppliers is an Indiana corporation, having its principal place of business at 1530 Candlewood Court Chesterton, Indiana 46304. Global Traders conducts business in this judicial district.

4. Upon information and belief, Thomas, at all times relevant hereto, was and is an individual and resident of Reno, Nevada doing business as Karen Thomas Designs. Thomas also owns and operates a website located at www.karenthomas.us that is accessible to customers in this judicial district.

5. Upon information and belief, Andrew J. Platts, at all times relevant hereto, was and is an individual and resident of St. Louis County, Missouri.

6. Name Beads USA is a Missouri corporation, having its principal place of business at 160 North Main Street St. Clair, Missouri 63077. Name Beads USA also owns and operates an interactive website located at www.namebeads.com that is accessible to customers in this judicial district.

7. Name Beads International is a Missouri limited liability company, having its principal place of business at 160 North Main Street St. Clair, Missouri 63077. NB Int'l also

owns and operates an interactive website located at www.namebeads.com that is accessible to customers in this judicial district.

Jurisdiction and Venue

8. This action arises under the patent laws of the United States, 35 U.S.C. §1 et. seq. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

9. This Court has personal jurisdiction over Helby because Helby has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged in a persistent course of conduct in this district. Additionally, based upon information and belief, Helby is selling the accused product to retail stores and others in this judicial district via its interactive website.

10. This Court has personal jurisdiction over Global Traders because Global Traders has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged in a persistent course of conduct in this district. Additionally, based upon information and belief, Global Traders is selling the accused product to retail stores and others in this judicial district.

11. This Court has personal jurisdiction over Thomas because Thomas has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged in a persistent course of conduct in this

district. Additionally, based upon information and belief, Thomas is selling the accused product to retail stores and others in this judicial district via her interactive website.

12. This Court has personal jurisdiction over Name Beads because Name Beads has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged in a persistent course of conduct in this district. Additionally, based upon information and belief, Name Beads is selling the accused product to retail stores and others in this judicial district via its interactive website. Also, Name Beads is a Missouri corporation and is located at 160 North Main Street St. Clair, Missouri 63077.

13. This Court has personal jurisdiction over NB Int'l because NB Int'l has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged in a persistent course of conduct in this district. Additionally, based upon information and belief, NB Int'l is selling the accused product to retail stores and others in this judicial district via its interactive website. Also, NB Int'l is a Missouri limited liability company and is located at 160 North Main Street St. Clair, Missouri 63077.

14. This Court has personal jurisdiction over Platts because Platts is a Missouri resident and because Platts has caused tortious injury in this judicial district by acts both within and outside this district, and regularly solicits business in this district or derives substantial revenue from sales of goods including infringing goods in this district, or otherwise has engaged

in a persistent course of conduct in this district. Additionally, based upon information and belief, Platts is selling the accused product to retail stores and others in this judicial district via his interactive website.

15. Venue is proper in this district under 28 U.S.C. §§1400(b) and 1391(b)(1) and (c).

Factual Allegations

16. On May 16, 2000, Collins and Andrew Platts were listed as joint inventors on, and duly issued by the United States Patent and Trademark Office, U.S. Patent No. D425,118 (“the ‘118 patent”), entitled “Writing Instrument.” Attached as Exhibit 1 is a true and accurate copy of the ‘118 patent.

17. On December 5, 2000, Collins and Andrew Platts were listed as joint inventors on, and duly issued by the United States Patent and Trademark Office, U.S. Patent No. D434,798 (“the ‘798 patent”), entitled “Writing Instrument.” Attached as Exhibit 2 is a true and accurate copy of the ‘798 patent.

18. On September 2, 2003, Collins was listed as sole inventor, and duly issued by the United States Patent and Trademark Office, U.S. Patent No. 6,612,766 (“the ‘766 patent”), entitled “Writing Instrument.” Attached as Exhibit 3 is a true and accurate copy of the ‘766 patent.

19. Helby owns and operates a company that imports and sells, among other things, Bead Pens under the trademark BeadSmith.

20. Upon information and belief, Helby has had actual knowledge of the ‘118, ‘798, and ‘766 patents, yet continued to make, use, import, offer for sale and sell the Bead Pens in

willful disregard of Collins' patent rights. Attached as Exhibit 4 is a true and accurate copy of Helby's website disclosing the Bead Pens.

21. Global Traders own and operates a company that imports and sells, among other things, Bead Pens.

22. Upon information and belief, Global Traders has had actual knowledge of the '118, '798, and '766 patents, yet continued to make, use, import, offer for sale and sell the Bead Pens in willful disregard of Collins' patent rights.

23. Thomas owns and operates a novelty company that sells, among other things, Bead Pens.

24. In 2004, Collins entered into licensing negotiations with Thomas regarding Thomas' desire to receive a license from Collins to sell Bead Pens under Collins' patents.

25. Collins and Thomas exchanged drafts of a license agreement but failed to agree on a final version of the license.

26. Despite knowledge of Collins' patents, Thomas continued to sell her Bead Pens in willful disregard of Collins' patent rights.

27. In 2005, Collins filed suit in the United States District Court for the Eastern District of Missouri against Thomas for infringement of Collins' patents.

28. On or about June 20, 2005, Collins and Thomas entered into a Settlement Agreement and Release for those claims arising from Thomas' sale of her Bead Pens prior to and as of the effective date of the Settlement Agreement. Collins agreed to dismiss the case pending

against Thomas in the Eastern District of Missouri. No license was granted to Thomas in the terms of the Settlement Agreement by Collins whatsoever.

29. Despite knowledge of Collins' patents and the Settlement Agreement, Thomas continued to sell her Bead Pens in willful disregard of Collins' patent rights.

30. On November 3, 2000, Collins filed a lawsuit against his former partner, Platts, seeking, *inter alia*, clear title to the '118 and '798 patents. On February 2, 2004, a trial was held in the Eastern District of Missouri, the result of which was a verdict that Collins was the sole inventor of the '118 and '798 patents and that Collins was the sole owner of those patents.

31. In December 2004, Collins and Platts entered into a Settlement Agreement and Release wherein Collins was to receive upfront money and royalty payments from Platts in exchange for a revocable, non-exclusive, non-transferable license under the Beadpen Patents.

32. Platts owns and operates several different novelty companies registered under his name, his wife's name, Chrissy Platts, and/or his father's name, Stanley Platts, that sell, among other things, Bead Pens.

33. On or about September 9, 2009 Collins revoked Platts' license under the Beadpen Patents due to Platts breach of the Settlement Agreement.

34. Despite knowledge of Collins' patents and the Settlement Agreement, Platts continued to sell his Bead Pens in willful disregard of Collins' patent rights.

Count I

Infringement by Helby of U.S. Patent No. D425,118

35. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 34.

36. Helby has, without authorization from Collins, made, used, imported, offered for sale and/or sold, and is continuing to make, use, import, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Helby has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

37. An ordinary observer would find the Helby Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

38. Further, the Helby Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

39. Upon information and belief, Helby's aforementioned acts of infringement of the '118 patent has been and continue to be willfully and deliberately committed by Helby in bad faith and with full knowledge of Collins' patent rights. Helby has had knowledge of the patent since on or about February 2005.

40. As a direct result of Helby's infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count II

Infringement by Global Traders of U.S. Patent No. D425,118

41. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 40.

42. Global Traders has, without authorization from Collins, made, used, imported, offered for sale and/or sold, and is continuing to make, use, import, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Global Traders has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

43. An ordinary observer would find the Global Traders Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

44. Further, the Global Traders Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

45. Upon information and belief, Global Traders' aforementioned acts of infringement of the '118 patent have been and continue to be willfully and deliberately committed by Global Traders in bad faith and with full knowledge of Collins' patent rights. Global Traders had knowledge of the patent since on or about December 16, 2004.

46. As a direct result of Global Traders' infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and

damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count III

Infringement by Thomas of U.S. Patent No. D425,118

47. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 46.

48. Thomas has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Thomas has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

49. An ordinary observer would find the Thomas Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

50. Further, the Thomas Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

51. Upon information and belief, Thomas' aforementioned acts of infringement of the '118 patent have been and continue to be willfully and deliberately committed by Thomas in bad faith and with full knowledge of Collins' patent rights. Thomas has had knowledge of the patent since on or about June 20, 2005.

52. As a direct result of Thomas' infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count IV

Infringement by Platts of U.S. Patent No. D425,118

53. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 52.

54. Platts has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Platts has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

55. An ordinary observer would find the Platts Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

56. Further, the Platts Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

57. Upon information and belief, Platts' aforementioned acts of infringement of the '118 patent have been and continue to be willfully and deliberately committed by Platts in bad

faith and with full knowledge of Collins' patent rights. Platts has had knowledge of Collins' rights to the patent since on or about December 2004.

58. As a direct result of Platts' infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count V

Infringement by Name Beads of U.S. Patent No. D425,118

59. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 58.

60. Name Beads has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Name Beads has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

61. An ordinary observer would find the Name Beads Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

62. Further, the Name Beads Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

63. Upon information and belief, Name Beads' aforementioned acts of infringement of the '118 patent have been and continue to be willfully and deliberately committed by Name Beads in bad faith and with full knowledge of Collins' patent rights. Name Beads has had knowledge of Collins' rights to the patent since on or about December 2004.

64. As a direct result of Name Beads' infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count VI

Infringement by NB Int'l of U.S. Patent No. D425,118

65. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 64.

66. NB Int'l has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '118 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, NB Int'l has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '118 patent.

67. An ordinary observer would find the NB Int'l Bead Pens to be substantially the same as the design shown in the '118 patent, when giving such attention as a purchaser usually gives.

68. Further, the NB Int'l Bead Pens appropriate the novelty that distinguishes the design shown in the '118 patent from the prior art.

69. Upon information and belief, NB Int'l's aforementioned acts of infringement of the '118 patent have been and continue to be willfully and deliberately committed by NB Int'l in bad faith and with full knowledge of Collins' patent rights. NB Int'l has had knowledge of Collins' rights to the patent since on or about December 2004.

70. As a direct result of NB Int'l's infringement of the '118 patent, Collins has suffered irreparable injury and damage, and will continue to suffer irreparable injury and damage, for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count VII

Infringement by Helby of U.S. Patent No. D434,798

71. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 70.

72. Helby has, without authorization from Collins, made, used, imported, offered for sale and/or sold, and is continuing to make, use, import, offer for sale and/or sell, its Helby Bead Pens, which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Helby has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

73. An ordinary observer would find the Helby Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

74. Further, the Helby Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

75. Upon information and belief, Helby's aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by Helby in bad faith and with full knowledge of Collins' patent rights. Helby has had knowledge of the patent since on or about February 2005.

76. As a direct result of Helby's infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count VIII

Infringement by Global Traders of U.S. Patent No. D434,798

77. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 76.

78. Global Traders has, without authorization from Collins, made, used, imported, offered for sale and/or sold, and is continuing to make, use, import, offer for sale and/or sell, its Global Traders Bead Pens, which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Global

Traders has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

79. An ordinary observer would find the Global Traders Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

80. Further, the Global Traders Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

81. Upon information and belief, Global Traders' aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by Global Traders in bad faith and with full knowledge of Collins' patent rights. Global Traders had knowledge of the patent since on or about December 16, 2004.

82. As a direct result of Global Traders' infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy by law, unless the Court enjoins defendants from continuing their infringing activities.

Count IX

Infringement by Thomas of U.S. Patent No. D434,798

83. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 82.

84. Thomas has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Thomas Bead Pens,

which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Thomas has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

85. An ordinary observer would find the Thomas Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

86. Further, the Thomas Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

87. Upon information and belief, Thomas' aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by Thomas in bad faith and with full knowledge of Collins' patent rights. Thomas has had knowledge of the patent since on or about June 20, 2005.

88. As a direct result of Thomas' infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count X

Infringement by Platts of U.S. Patent No. D434,798

89. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 88.

90. Platts has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Platts Bead Pens, which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Platts has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

91. An ordinary observer would find the Platts Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

92. Further, the Platts Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

93. Upon information and belief, Platts' aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by Platts in bad faith and with full knowledge of Collins' patent rights. Platts has had knowledge of Collins' rights to the patent since on or about December 2004.

94. As a direct result of Platts' infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XI

Infringement by Name Beads of U.S. Patent No. D434,798

95. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 94.

96. Name Beads has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Name Beads has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

97. An ordinary observer would find the Name Beads Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

98. Further, the Name Beads Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

99. Upon information and belief, Name Beads' aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by Name Beads in bad faith and with full knowledge of Collins' patent rights. Name Beads has had knowledge of Collins' rights to the patent since on or about December 2004.

100. As a direct result of Name Beads' infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XII

Infringement by NB Int'l of U.S. Patent No. D434,798

101. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 100.

102. NB Int'l has, without authorization from Collins, made, used, offered for sale and/or sold, and is continuing to make, use, offer for sale and/or sell, its Bead Pens, which infringe the '798 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, NB Int'l has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '798 patent.

103. An ordinary observer would find the NB Int'l Bead Pens to be substantially the same as the design shown in the '798 patent, when giving such attention as a purchaser usually gives.

104. Further, the NB Int'l Bead Pens appropriate the novelty that distinguishes the design shown in the '798 patent from the prior art.

105. Upon information and belief, NB Int'l's aforementioned acts of infringement of the '798 patent have been and continue to be willfully and deliberately committed by NB Int'l in bad faith and with full knowledge of Collins' patent rights. NB Int'l has had knowledge of Collins' rights to the patent since on or about December 2004.

106. As a direct result of NB Int'l's infringement of the '798 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage

for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XIII

Infringement by Helby of U.S. Patent No. 6,612,766

107. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 106.

108. Helby has, without authorization from Collins, manufactured, imported, offered for sale and/or sold, and is continuing to manufacture, import, offer for sale and/or sell, its Bead Pens, which infringe the '766 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Helby has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '766 patent.

109. The Helby Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the Helby Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more rotatable indicia. In the alternative, the Helby Bead Pens infringe at least one claim of the '766 patent pursuant to the doctrine of equivalents.

110. Upon information and belief, Helby's aforementioned acts of infringement of the '766 patent have been and continue to be willfully and deliberately committed by Helby in bad faith and with full knowledge of Collins' patent rights. Helby has had knowledge of the patent since on or about February 2005.

111. As a direct result of Helby's infringement of the '766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XIV

Infringement by Global Traders of U.S. Patent No. 6,612,766

112. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraph 1 through 111.

113. Global Traders has, without authorization from Collins, manufactured, imported, offered for sale and/or sold, and is continuing to manufacture, import, offer for sale and/or sell, its Bead Pens, which infringe the '766 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Global Traders has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '766 patent.

114. The Global Traders Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the Global Traders Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more rotatable indicia. In the alternative, the Global Traders Bead Pens infringe at least one claim of the '766 patent pursuant to the doctrine of equivalents.

115. Upon information and belief, Global Traders' aforementioned acts of infringement of the '766 patent have been and continue to be willfully and deliberately

committed by Global Traders in bad faith and with full knowledge of Collins' patent rights. Global Traders had knowledge of the patent since on or about December 16, 2004.

116. As a direct result of Global Traders' infringement of the '766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the court enjoins defendants from continuing their infringing activities.

Count XV

Infringement by Thomas of U.S. Patent No. 6,612,766

117. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 116.

118. Thomas has, without authorization from Collins, manufactured, imported, offered for sale and/or sold, and is continuing to manufacture, import, offer for sale and/or sell, its Bead Pens, which infringe the '766 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Thomas has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '766 patent.

119. The Thomas Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the Thomas Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more rotatable indicia. In the alternative, the Thomas Bead Pens infringe at least one claim of the '766 patent pursuant to the doctrine of equivalents.

120. Upon information and belief, Thomas' aforementioned acts of infringement of the '766 patent have been and continue to be willfully and deliberately committed by Thomas in bad faith and with full knowledge of Collins' patent rights. Thomas has had knowledge of the patent since on or about June 20, 2005.

121. As a direct result of Thomas' infringement of the '766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XVI

Infringement by Platts of U.S. Patent No. 6,612,766

122. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 121.

123. Platts has, without authorization from Collins, manufactured, offered for sale and/or sold, and is continuing to manufacture, offer for sale and/or sell, its Bead Pens, which infringe the '766 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Platts has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '766 patent.

124. The Platts Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the Platts Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more

rotatable indicia. In the alternative, the Platts Bead Pens infringe at least one claim of the ‘766 patent pursuant to the doctrine of equivalents.

125. Upon information and belief, Platts’ aforementioned acts of infringement of the ‘766 patent have been and continue to be willfully and deliberately committed by Platts in bad faith and with full knowledge of Collins’ patent rights. Platts has had knowledge of Collins’ rights to the patent since on or about December 2004.

126. As a direct result of Platts’ infringement of the ‘766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XVII

Infringement by Name Beads of U.S. Patent No. 6,612,766

127. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 126.

128. Name Beads has, without authorization from Collins, manufactured, offered for sale and/or sold, and is continuing to manufacture, offer for sale and/or sell, its Bead Pens, which infringe the ‘766 patent. Defendant’s Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, Name Beads has induced or continues to induce others to infringe, and/or has committed or continues to commit acts of contributory infringement of the ‘766 patent.

129. The Name Beads Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the Name Beads Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more rotatable indicia. In the alternative, the Name Beads Bead Pens infringe at least one claim of the '766 patent pursuant to the doctrine of equivalents.

130. Upon information and belief, Name Beads' aforementioned acts of infringement of the '766 patent have been and continue to be willfully and deliberately committed by Name Beads in bad faith and with full knowledge of Collins' patent rights. Name Beads has had knowledge of Collins' rights to the patent since on or about December 2004.

131. As a direct result of Name Beads' infringement of the '766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

Count XVIII

Infringement by NB Int'l of U.S. Patent No. 6,612,766

132. Collins incorporates by reference, as if fully set forth, each of the allegations set forth in paragraphs 1 through 131.

133. NB Int'l has, without authorization from Collins, manufactured, offered for sale and/or sold, and is continuing to manufacture, offer for sale and/or sell, its Bead Pens, which infringe the '766 patent. Defendant's Bead Pens have been offered for sale and sold in this District and throughout the country. Additionally, NB Int'l has induced or continues to induce

others to infringe, and/or has committed or continues to commit acts of contributory infringement of the '766 patent.

134. The NB Int'l Bead Pens contain each and every limitation of at least one claim of the '766 patent. For example, the NB Int'l Bead Pens meet each claim limitation of Claim 17 of the '766 patent in that they each have an aft socket, a nib socket, a writing member, and one or more rotatable indicia. In the alternative, the NB Int'l Bead Pens infringe at least one claim of the '766 patent pursuant to the doctrine of equivalents.

135. Upon information and belief, NB Int'l's aforementioned acts of infringement of the '766 patent have been and continue to be willfully and deliberately committed by NB Int'l in bad faith and with full knowledge of Collins' patent rights. NB Int'l has had knowledge of Collins' rights to the patent since on or about December 2004.

136. As a direct result of NB Int'l's infringement of the '766 patent, Collins has suffered irreparable injury and damage and will continue to suffer irreparable injury and damage for which there is no adequate remedy at law, unless the Court enjoins defendants from continuing their infringing activities.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Mark Collins, respectfully requests that the Court enter a judgment as follows:

A. That Defendants have infringed the '118 patent, '798 patent and '766 patent under 35 U.S.C. § 271;

B. Permanently enjoining and restraining Defendants, their officers, directors, agents, servants, employees, licensees, successors, assigns, those in active concert and participation with it, and all persons acting on their behalf or within its control under 35 U.S.C. § 283 from further acts that infringe the '118 patent, '798 patent and '766 patent, including, but not limited to, making, using, selling, offering to sell, importing, exporting, advertising, or otherwise using, contributing to the use of, or inducing the use of all infringing equipment produced by Defendants;

C. Requiring Defendants to:

1. Send a copy of any decision in this case in favor of Plaintiff to each person or entity to whom Defendants have sold or otherwise distributed any products found to infringe the '118 patent, '798 patent and '766 patent, or induced to infringe the '118 patent, '798 patent and '766 patent, and informing such persons or entities of the judgment and that the sale or solicited commercial transaction was wrongful;

2. Recall and collect from all persons and entities that have purchased or licensed products from Defendants or its distributors, any products that incorporate features that infringe the '118 patent, '798 patent and '766 patent;

3. Destroy or deliver to Plaintiff all products that incorporate features that infringe the '118 patent, '798 patent and '766 patent; and

4. File with the Court and serve upon Plaintiff, within thirty (30) days after entry of final judgment in this case, a report in writing and subscribed under oath setting forth in detail the form and manner in which Defendants have complied with the Court's orders as prayed for.

D. Awarding Collins patent infringement damages and pre-judgment interest pursuant to 35 U.S.C. § 284 including, but not limited to, lost profits and/or a reasonable royalty;

E. Awarding Collins treble damages for willful infringement pursuant to 35 U.S.C. § 284;

F. An Order entering judgment that this is an exceptional case, pursuant to 35 U.S.C. § 285, and awarding Collins' his reasonable attorney's fees, costs and expenses incurred in this action; and

G. An Order awarding such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff requests a jury trial.

Respectfully submitted,

KAYIRA, LLP

Dated May 4, 2010

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