

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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THE GILLETTE COMPANY and THE
PROCTER & GAMBLE COMPANY,
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Plaintiffs,
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v.
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DORCO COMPANY, LTD., DORCO USA,
INC., DORCO AMERICA, INC., and
)
PACE SHAVE INC.,
)

)
)
Defendants.
)

Civil Action No. 1:2008-cv-10703

DEMAND FOR JURY TRIAL

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT, TRADEMARK
INFRINGEMENT, TRADEMARK DILUTION AND UNFAIR COMPETITION**

INTRODUCTION

1. This action arises from the marketing, distribution and sale by the defendants, Dorco Company, Ltd., Dorco USA, Inc., Dorco America, Inc., and Pace Shave Inc. (collectively “Dorco”), of razors that infringe the valuable patent, trademark and trade dress rights of the Procter & Gamble Company (“Procter & Gamble”) and the Gillette Company (collectively, “Gillette”).

2. Since 1895, Gillette has been a leading innovator in the shaving industry. Gillette’s innovations have included the first safety razor, which was distributed to U.S. soldiers during World War I, the first women’s razor, the first razor dispenser, the first razor with stainless steel blades, the first double-bladed razor, the first razor with a lubricating strip and the first razor with three progressively-aligned blades.

3. Over the course of more than 100 years in the marketplace, Gillette razors and razor products have become associated with high quality, safety, comfort and performance. Today, Gillette razors are sold in all 50 states and in more than 200 countries. Gillette razors are used by more than 700 million people and Gillette's blades and razor sales account for more than 70% of the U.S. market.

4. Gillette has invested substantial resources in promoting the Gillette name as a trademark and in creating and promoting highly distinctive trademarks and trade dress with its razor products both on the packaging and on the products themselves. As a result, consumers immediately recognize and associate the Gillette trademarks and trade dress with authentic, high-quality razor products manufactured by Gillette.

5. Reflecting Gillette's many innovations in shaving technology, Gillette holds hundreds of patents relating to razors and razor technology. Gillette is also the owner of nearly 100 registered trademarks associated with its razor and shaving products. Gillette has been diligent in protecting and enforcing its intellectual property through the years.

6. Procter & Gamble is a global leader in the design, development and sale of high-quality and highly distinctive personal care and household products. In 2005, Procter & Gamble acquired the Gillette Company, forming the world's largest personal care and household products company. Together, the Gillette Company and Procter & Gamble manufacture, promote and sell a variety of well-known shaving products, including the Gillette[®] Mach3[®], Gillette[®] Fusion[®], Gillette[®] Venus[®], and Sensor[®] 3 razors.

PARTIES

7. The plaintiff the Gillette Company, a wholly-owned subsidiary of Procter & Gamble, is a corporation organized and existing under the laws of the State of Delaware, and has

offices located at 800 Boylston Street, Boston, Massachusetts and 1 Gillette Park, Boston, Massachusetts.

8. The plaintiff Procter & Gamble is a corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 1 Procter & Gamble Plaza, Cincinnati, Ohio.

9. On information and belief, the defendant Dorco Co., Ltd. ("Dorco Co.") is a corporation organized and existing under the laws of South Korea, with its principal place of business at 1435-15 Seocho-dong, Seocho-gu, Seoul, South Korea. Dorco Co. maintains an English language website to promote its products (<http://eng.dorco.co.kr>). According to its website, Dorco Co. manufactures and sells razors, chef's knives and stationery cutters.

10. The defendant Dorco USA, Inc. ("Dorco USA") is or was until recently a corporation organized and existing under the laws of the State of California, with its principal place of business at 2199 Britannia Boulevard, San Diego, California. On information and belief, Dorco USA is or was until recently a subsidiary of Dorco Co.

11. The defendant Dorco America, Inc. ("Dorco America") is a corporation organized and existing under the laws of the State of California, with its principal place of business at 2199 Britannia Boulevard, San Diego, California. According to Dorco Co.'s website, Dorco America is one of Dorco Co.'s U.S.A. subsidiaries. Dorco America maintains an English language website to promote its products (www.dorcoamerica.com), which states that Dorco America was expected to produce 200 million shavers in 2006.

12. The defendant Pace Shave Inc. ("Pace") is a corporation organized and existing under the laws of the State of California, with its principal place of business at 2199 Britannia Boulevard, San Diego, California. According to Dorco Co.'s website, Pace is one of Dorco

Co.'s U.S.A. subsidiaries. According to its website (www.paceshave.com), Pace sells razors and has "three shipping locations in the USA and Canada."

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over Gillette's claims because they arise under the Patent Act, 35 U.S.C. § 1 et seq., and the Lanham Act, 15 U.S.C. § 1051 et seq. Subject matter jurisdiction is conferred by 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1338(b) (unfair competition), and 15 U.S.C. § 1121 (Lanham Act). This Court has supplemental jurisdiction over Gillette's state law claims pursuant to 28 U.S.C. § 1367.

14. This Court has personal jurisdiction over Dorco under Massachusetts General Law Chapter 223A, § 3 because Dorco transacts business, contracts to supply, sells and has sold razors infringing Gillette's intellectual property in the Commonwealth of Massachusetts.

15. Venue is proper pursuant to 28 U.S.C. §§ 1391(c)-(d).

FACTUAL BACKGROUND

I. Gillette's Razor and Blade Patents

16. The Gillette Company is the assignee of U.S. Patent No. 5,687,485 ("the '485 Patent"), entitled "Razor Handle," which the United States Patent and Trademark Office duly and legally issued on November 18, 1997. A true and correct copy of the '485 Patent is attached hereto as Exhibit 1. Gillette owns all rights under the '485 Patent, including the right to bring suit for infringement of the patent.

17. The claims of the '485 Patent are valid and enforceable.

18. The Gillette Company is the assignee of U.S. Patent No. 5,761,814 ("the '814 patent"), entitled "Razor Construction," which the United States Patent and Trademark Office duly and legally issued on June 9, 1998. A true and correct copy of the '814 Patent is attached

hereto as Exhibit 2. Gillette owns all rights under the '814 Patent, including the right to bring suit for infringement of the patent.

19. The claims of the '814 Patent are valid and enforceable.

20. The Gillette Company is the assignee of U.S. Patent No. 5,956,851 ("the '851 patent"), entitled "Shaving System Including Handle and Replaceable Cartridges," which the United States Patent and Trademark Office duly and legally issued on September 28, 1999. A true and correct copy of the '851 Patent is attached hereto as Exhibit 3. Gillette owns all rights under the '851 Patent, including the right to bring suit for infringement of the patent.

21. The claims of the '851 Patent are valid and enforceable.

22. The Gillette Company is the assignee of U.S. Patent No. 6,041,926 ("the '926 patent"), entitled "Dispensing Razor Blade Cartridges Used with a Handle," which the United States Patent and Trademark Office duly and legally issued on March 28, 2000. A true and correct copy of the '926 Patent is attached hereto as Exhibit 4. Gillette owns all rights under the '926 Patent, including the right to bring suit for infringement of the patent.

23. The claims of the '926 Patent are valid and enforceable.

24. The Gillette Company is the assignee of U.S. Patent No. 6,052,903 ("the '903 patent"), entitled "Dispensing Razor Blade Cartridges Used with a Handle," which the United States Patent and Trademark Office duly and legally issued on April 25, 2000. A true and correct copy of the '903 Patent is attached hereto as Exhibit 5. Gillette owns all rights under the '903 Patent, including the right to bring suit for infringement of the patent.

25. The claims of the '903 Patent are valid and enforceable.

26. The Gillette Company is the assignee of U.S. Patent No. 6,212,777 B1 ("the '777 Patent"), entitled "Safety Razors," which the United States Patent and Trademark Office duly

and legally issued on April 10, 2001. A true and correct copy of the '777 Patent is attached hereto as Exhibit 6. Gillette owns all rights under the '777 Patent, including the right to bring suit for infringement of the patent.

27. The claims of the '777 Patent are valid and enforceable.

28. The Gillette Company is the assignee of U.S. Patent No. 6,516,518 B1 ("the '518 Patent"), entitled "Razor Blade Unit," which the United States Patent and Trademark Office duly and legally issued on February 11, 2003. A true and correct copy of the '518 Patent is attached hereto as Exhibit 7. Gillette owns all rights under the '518 Patent, including the right to bring suit for infringement of the patent.

29. The claims of the '518 Patent are valid and enforceable.

30. The Gillette Company is the assignee of U.S. Patent No. 6,612,040 B2 ("the '040 Patent"), entitled "Razors," which the United States Patent and Trademark Office duly and legally issued on September 2, 2003. A true and correct copy of the '040 Patent is attached hereto as Exhibit 8. Gillette owns all rights under the '040 Patent, including the right to bring suit for infringement of the patent.

31. The claims of the '040 Patent are valid and enforceable.

32. The Gillette Company is the assignee of U.S. Patent No. 5,956,848 ("the '848 Patent"), entitled "Shaving System," which the United States Patent and Trademark Office duly and legally issued on September 28, 1999. A true and correct copy of the '848 Patent is attached hereto as Exhibit 9. Gillette owns all rights under the '848 Patent, including the right to bring suit for infringement of the patent.

33. The claims of the '848 Patent are valid and enforceable.

34. The Gillette Company is the assignee of U.S. Patent No. 6,185,822 B1 (“the ‘822 Patent”), entitled “Shaving System,” which the United States Patent and Trademark Office duly and legally issued on February 13, 2001. A true and correct copy of the ‘822 Patent is attached hereto as Exhibit 10. Gillette owns all rights under the ‘822 Patent, including the right to bring suit for infringement of the patent.

35. The claims of the ‘822 Patent are valid and enforceable.

36. The Gillette Company is the assignee of U.S. Patent No. 6,442,839 B1 (“the ‘839 Patent”), entitled “Shaving System,” which the United States Patent and Trademark Office duly and legally issued on September 3, 2002. A true and correct copy of the ‘839 Patent is attached hereto as Exhibit 11. Gillette owns all rights under the ‘839 Patent, including the right to bring suit for infringement of the patent.

37. The claims of the ‘839 Patent are valid and enforceable.

II. The Venus[®] Razor and the V3[®] Mark

38. In March 2001, Gillette introduced the Gillette[®] Venus[®] razor, one of the world’s most popular women’s razors, with tens of millions of users worldwide. In April 2005, Gillette introduced the Venus[®] disposable razor, the disposable version of the Gillette[®] Venus[®] razor. The Venus[®] disposable razor is renowned for its triple blade technology, protective cushions, pivoting rounded heads, control-enhancing handles designed to meet a woman’s shaving needs, lubricating strips, and extraordinary performance. Since its introduction, consumers in the United States and Canada have purchased over 73 million Venus[®] razors, including the Venus[®], the Venus[®] Divine, Venus[®] Breeze and Venus[®] Vibrance razors and sales of these razors have exceeded \$486 million. In addition, since its introduction, consumers in the United States and

Canada have purchased more than 35 million Venus[®] disposable razors, and sales of the Venus[®] disposable razor have exceeded \$62 million.

39. Each of the tens of millions of Venus[®] and Venus[®] disposable razors sold has been adorned with Gillette's unique and immediately recognizable "V3" Mark. The V3[®] Mark is a design comprised of a stylized letter "V" which incorporates the number "3" in the right-hand portion of the letter to evoke both the female form and the three-bladed technology used in most Venus[®] razors. Even with the launch of the Venus[®] Embrace[™] five-bladed razor, Gillette has continued to use the V3[®] Mark due to the extremely strong goodwill that has been gained in the mark.

40. Gillette has invested millions of dollars in the development and promotion of the Venus[®] razors and V3[®] Mark. As a result of Gillette's extensive promotion of the Venus[®] razors and V3[®] Mark, its continuous and exclusive use of the unique and distinctive V3[®] Mark since March 2001, and the success that Venus[®] razors have achieved in the marketplace, the V3[®] Mark has become associated with Gillette and its Venus[®] razors. The V3[®] Mark has acquired enormous value as an identifier of Gillette's high-quality razors and has earned substantial customer goodwill over the years that the Venus[®] razors have been on the market in the United States.

41. Gillette is the owner of U.S. Trademark Registration No. 3,181,554 for the V3[®] Mark in connection with razors and razor blades. The V3[®] Mark was first used in commerce on March 1, 2001, and has been used continuously by Gillette since that time. The V3[®] Mark registration was issued on December 5, 2006 on the Principal Register maintained by the United States Trademark Office. This Federal registration is valid, unrevoked, and uncancelled. A true and correct copy of the registration for the V3[®] Mark is attached hereto as Exhibit 12.

42. The V3[®] Mark is famous and recognized throughout the United States (including Massachusetts) and much of the world.

III. The M3Power[®] Razor and M3Power[®] Mark

43. Introduced in 2004, the M3Power[®] razor was the first Micro-Powered Shaving System from Gillette. The product is characterized by its Indicator[®] lubricating strip and its PowerGlide blades, which are independently responsive, spring-mounted and progressively aligned to provide exceptional comfort and performance. Since its introduction, consumers in the United States have purchased more than 15 million M3Power[®] razors, and sales of the M3Power[®] razor in the United States have exceeded \$168 million.

44. Since May 2004, Gillette has marked M3Power[®] products with Gillette's unique and immediately recognizable "M3Power[®] Mark."

45. Gillette has invested millions of dollars in the development and promotion of the M3Power[®] razor. As a result of Gillette's extensive promotion of the M3Power[®] razors and the M3Power[®] Mark, its continuous and exclusive use of the unique and distinctive M3Power[®] Mark since May 2004, and the success that the M3Power[®] razors have achieved in the marketplace, the M3Power[®] Mark has become associated with Gillette and its M3Power[®] razors. The M3Power[®] Mark has acquired enormous value as an identifier of Gillette's high-quality razors and has earned substantial customer goodwill over the years that the M3Power[®] razors have been on the market in the United States.

46. Gillette is the owner of U.S. Trademark Registration No. 3,054,295 for the M3Power[®] Mark, in connection with razors and razor blades; dispensers, cassettes, holders and cartridges all containing blades; and parts and fittings for the aforesaid goods. The M3Power[®] Mark was first used in commerce on May 31, 2004, and has been used continuously by Gillette

since that time. The M3Power[®] Mark registration was issued on January 31, 2006 on the Principal Register maintained by the United States Trademark Office. This Federal registration is valid, unrevoked, and uncanceled. A true and correct copy of the registration for the M3Power[®] Mark is attached hereto as Exhibit 13.

47. The M3Power[®] Mark is famous and recognized throughout the United States (including Massachusetts) and much of the world.

IV. The Sensor[®] 3 Disposable Razor and the Sensor[®] 3 Trade Dress

48. Introduced in 2003, the Gillette[®] Sensor[®] 3 razor is renowned for its three spring-mounted blade technology, unique non-slip rubber handle, protective microfins, and its Sensitive Skin with Aloe Lubrastrip[™]. Since its introduction, consumers in the United States have purchased millions of Sensor[®] 3 razors, and sales of the Sensor[®] 3 razor in the United States have totaled tens of millions of dollars.

49. The Sensor[®] 3 razor packaging has a unique, distinctive overall look, which consumers immediately recognize and associate with authentic, high-quality Gillette products. This unique and distinctive overall look, or trade dress, is characterized by numerous non-functional design elements and markings. All of these non-functional design elements and markings combine to create a distinctive look that is uniquely associated in the minds of consumers with Gillette, and with the high quality, safety, comfort, and performance that customers know and expect from Gillette razors. The distinctive trade dress of the Sensor[®] 3 razor packaging (the “Sensor[®] 3 Trade Dress”) is a protectable Gillette trademark.

50. The Sensor[®] 3 Trade Dress generally can be described as the overall look of packaging for razors and/or blades, which includes intermixed multi-toned light blue and dark blue rippling swirls or lines; a clear raised plastic housing for a razor (when the packaging

includes a razor) having a unique, polygonal-shaped portion that exposes the bottom portions of at least some of the razors in a stepped presentation and at least one razor out of step and shown substantially in its entirety; the prominent use of three slashes associated with the name of the product to create an association between three blades and speed; the brand name of the product appearing prominently at the center of the polygonal-shaped portion of the packaging; and the overall arrangement and presentation of all components, colors, and lettering on the front cover of the packaging. Together, all of these distinctive, non-functional elements combine to create the Sensor[®] 3 Trade Dress.

51. A photographic example depicting aspects of the Sensor[®] 3 Trade Dress is below:



52. The Sensor[®] 3 Trade Dress is inherently distinctive. More particularly, the intrinsic nature of the unique Sensor[®] 3 Trade Dress serves in the minds of consumers automatically to identify Gillette as the source of the Sensor[®] 3 razor independent of any words accompanying the trade dress, and consumers expect products with the Sensor[®] 3 Trade Dress to have the same high quality as Gillette's other products.

53. Additionally, Gillette's extensive promotion of Sensor[®] 3 razors, the continuous and exclusive use of the unique and distinctive Sensor[®] 3 Trade Dress by Gillette since 2003, and the success that the Sensor[®] 3 razors have achieved in the marketplace serve to further strengthen the association of the Sensor[®] 3 Trade Dress with Gillette in the minds of consumers. The Sensor[®] 3 Trade Dress has acquired enormous value as an identifier of high-quality Gillette razors and has earned substantial customer goodwill over the years that the Sensor[®] 3 razors have been on the market in the United States.

54. By virtue of the unique and distinctive Sensor[®] 3 Trade Dress and its prominence in the U.S. market, consumers of razors throughout the United States readily recognize, identify and distinguish Gillette's Sensor[®] 3 razors from razors produced by other manufacturers.

55. The features that comprise the distinctive Sensor[®] 3 Trade Dress are non-functional, as evidenced by the fact that there are many other commercially available disposable razors that compete with Sensor[®] 3 razors, but these competing products are marketed and sold in packaging substantially different in appearance from the unique and valuable Sensor[®] 3 Trade Dress. Photographic depictions of such alternative packaging designs are shown in Exhibit 14.

56. The Sensor[®] 3 Trade Dress is famous and recognized throughout the United States (including Massachusetts) and much of the world.

V. The Mach3[®] Razor and the Mach3[®] Trade Dress

57. In 1998, Gillette introduced the Mach3[®] razor, the world's first razor with three progressively-aligned blades. The Mach3[®] razor is renowned for its progressively-aligned blades that have patented DLC[™] comfort edges and for its advanced Indicator[®] lubricating strip. Since its introduction, consumers in the United States have purchased more than 119 million Mach3[®] razors and sales of the Mach3[®] razor in the United States have exceeded \$932 million.

58. The Mach3[®] razor packaging has a unique, distinctive overall look, which consumers immediately recognize and associate with authentic, high-quality Gillette products. This unique and distinctive overall look, or trade dress, is characterized by numerous non-functional design elements and markings. All of these non-functional elements and markings combine to create a distinctive look that is associated in the minds of consumers with Gillette, and with the high quality, safety, comfort and performance that customers know and expect from Gillette razors. The distinctive trade dress of the Mach3[®] razor packaging (the "Mach3[®] Trade Dress") is a protectable Gillette trademark.

59. The Mach3[®] Trade Dress generally can be described as the overall look of packaging for razors and/or blades, including a unique background of black, deeper greens and lighter greens radiating to create an underwater shimmering effect; metallic accents on the razor; a clear raised plastic housing for a razor (when the packaging includes a razor); the prominent use of three slashes associated with the name of the product to create an association between three blades and speed; and the overall arrangement and presentation of all components, colors and lettering on the front cover of the packaging. Together, all of these distinctive, non-functional elements combine to create the Mach3[®] Trade Dress.

60. A photographic example depicting aspects of the Mach3[®] Trade Dress is below:



61. The Mach3[®] Trade Dress is inherently distinctive. More particularly, the intrinsic nature of the unique Mach3[®] Trade Dress serves in the minds of consumers to automatically identify Gillette as the source of the Mach3[®] razor independent of any words accompanying the trade dress, and consumers expect products with the Mach3[®] Trade Dress to have the same high quality as Gillette's other products.

62. Additionally, Gillette's extensive promotion of the Mach3[®] razors, the continuous and exclusive use of the unique and distinctive Mach3[®] Trade Dress by Gillette since 1998, and the success that the Mach3[®] razors have achieved in the marketplace serve to further strengthen the association of the Mach3[®] Trade Dress with Gillette in the minds of consumers. The Mach3[®] Trade Dress has acquired enormous value as an identifier of high-quality Gillette razors

and has earned substantial customer goodwill over the years that the Mach3[®] razors have been on the market in the United States.

63. By virtue of the unique and distinctive Mach3[®] Trade Dress, and its prominence in the U.S. market, consumers of razors throughout the United States readily recognize, identify and distinguish Gillette's Mach3[®] razors from razors produced by other manufacturers.

64. The features that comprise the distinctive Mach3[®] Trade Dress are non-functional, as evidenced by the fact that there are many other commercially available razors that compete with Mach3[®] razors, but these competing products are marketed and sold in packaging substantially different in appearance from the unique and valuable Mach3[®] Trade Dress. Photographic depictions of such alternative packaging designs are shown in Exhibit 15.

65. The Mach3[®] Trade Dress is famous and recognized throughout the United States (including Massachusetts) and much of the world.

VI. The Fusion[®] Razor and the Fusion[®] Trade Dress

66. In 2006, Gillette introduced the Fusion[®] razor ("the Fusion[®] razor"), the world's first five-bladed razor. The Fusion[®] razor is renowned for its five closely-spaced, coated blades, an additional rearwardly-placed trimmer for trimming, an enhanced Indicator[®] lubricating strip, and exceptional comfort and performance. Since its introduction, consumers in the United States have purchased more than 25 million Fusion[®] razors, and sales of the Fusion[®] razor in the United States have exceeded \$240 million.

67. The Fusion[®] razor's packaging has a unique, distinctive overall look, which consumers immediately recognize and associate with authentic, high-quality Gillette products. This unique and distinctive overall look, or trade dress, is characterized by numerous non-functional design elements and markings. All of these non-functional elements and markings

combine to create a distinctive look that is associated in the minds of consumers with Gillette, and with the high quality, safety, comfort and performance that customers know and expect from Gillette razors. The distinctive trade dress of the Fusion[®] razor packaging (the “Fusion[®] Trade Dress”) is a protectable Gillette trademark.

68. The Fusion[®] Trade Dress generally can be described as the overall look of packaging for razors and/or blades, including a unique blue and orange or black and orange background, at least a portion of which is covered with a fine checkered pattern; a prominent arc used in close proximity to the brand name; a clear clamshell hourglass-shaped plastic housing which exposes the entire razor to view (when the packaging includes a razor); the brand name of the product appearing prominently on the bottom half of the packaging in an oval formed by the arc design and the overall arrangement and presentation of all components and colors on the front of the package. Together, all of these distinctive, non-functional elements combine to create the Fusion[®] Trade Dress. A photographic example depicting aspects of the Fusion[®] Trade Dress is below:



69. The Fusion[®] Trade Dress is inherently distinctive. More particularly, the intrinsic nature of the unique Fusion[®] Trade Dress serves in the minds of consumers to automatically identify Gillette as the source of the Fusion[®] razor independent of any words accompanying the trade dress, and consumers expect products with the Fusion[®] Trade Dress to have the same high quality as Gillette's other products.

70. Additionally, Gillette's extensive promotion of the Fusion[®] razors, the continuous and exclusive use of the unique and distinctive Fusion[®] Trade Dress by Gillette since 2006, and the success that the Fusion[®] razors have achieved in the marketplace serve to further strengthen the association of the Fusion[®] Trade Dress with Gillette in the minds of consumers. The Fusion[®] Trade Dress has acquired enormous value as an identifier of high-quality Gillette razors and has

earned substantial consumer goodwill since the Fusion[®] razors entered the market in the United States.

71. By virtue of the unique and distinctive Fusion[®] Trade Dress, and its prominence in the U.S. market, consumers of razors throughout the United States readily recognize, identify, and distinguish Gillette's Fusion[®] razors from razors produced by other manufacturers.

72. The features that comprise the distinctive Fusion[®] Trade Dress are non-functional, as evidenced by the fact that there are many other commercially available razors that compete with Fusion[®] razors, but these competing products are marketed and sold in packaging that is substantially different in appearance from the unique and valuable Fusion[®] Trade Dress. Photographic depictions of such alternative packaging designs are shown in Exhibit 15.

73. The Fusion[®] Trade Dress is famous and recognized throughout the United States (including Massachusetts) and much of the world.

VII. Dorco's Misappropriation and Infringement of Gillette's Intellectual Property

74. Dorco makes, distributes, advertises and sells razors and razor products to national retailers, including but not limited to CVS/Pharmacy, a national retail chain with over 4,000 stores in the United States, and KMart Inc., a national retail chain with over 1,400 stores in the United States.

75. Among these products are Dorco's V3 disposable razor, M3 razor, S3 disposable razor, Ultraflex 3 razor, Ultraflex 3 Triple Blade Disposable razor, Ultraflex 3 Sensitive Skin razor, Ultraflex 3 Sensitive Skin for Women razor, Four Blade razor, Six Blade razor and Torq razor.

76. The defendants, while touting their "high technology" and continuous investment in research and development relating to razor products, nevertheless have engaged in an

egregious pattern or practice of copying and misappropriating Gillette's intellectual property in an attempt to trade off the innovation and reputation of razors developed by and associated with Gillette, as the below comparison of Gillette's products and Dorco's products illustrates:



GILLETTE® RAZORS



DORCO RAZORS

77. Accordingly, Gillette seeks injunctive relief and damages to prevent the defendants from misappropriating Gillette's patented innovations, and from confusing and deceiving consumers of razor products through the sale of infringing razors copying Gillette's patented technology, trademarks and trade dress.

A. Dorco's Infringement of Gillette's Razor and Blade Patents

78. Dorco has made, used, sold and offered for sale within the United States, and imported into the United States, razors, including, but not limited to, Dorco's V3 disposable razor, M3 razor, S3 disposable razor, Ultraflex 3 razor, Ultraflex 3 Triple Blade Disposable razor, Ultraflex 3 Sensitive Skin razor, Ultraflex 3 Sensitive Skin for Women razor, Four Blade razor, Six Blade razor and Torq razor, that infringe one or more claims of Gillette's '485, '814, '851, '926, '903, '777, '518, '040, '848, '822 and '839 Patents.

79. Dorco is not licensed under Gillette's '485, '814, '851, '926, '903, '777, '518, '040, '848, '822 or '839 Patents.

80. The damage to Gillette from Dorco's infringement of the '485, '814, '851, '926, '903, '777, '518, '040, '848, '822 and '839 Patents is severe and irreparable.

B. Dorco's Infringement of the V3[®] Mark

81. Long after Gillette's first use of the V3[®] Mark in commerce, Dorco began to import into the United States and distribute, market and sell within the United States, its V3 disposable razors, each of which prominently displays a logo incorporating both the letter "V" and the number "3" ("Dorco's V3 logo").

82. Dorco's V3 logo imitates and misappropriates the unique and distinctive V3[®] Mark.

83. Gillette has never authorized Dorco to use the V3[®] Mark, and Dorco is fully aware that it has no such authorization from Gillette.

84. Dorco's unauthorized use of the V3[®] Mark is likely to cause confusion or deceive consumers into believing that Dorco's razors with the infringing V3 logo are genuine Gillette products, or are sponsored, licensed, authorized by, or affiliated, connected, or associated in some way with Gillette.

85. On information and belief, Dorco had actual knowledge of Gillette's exclusive rights in the V3[®] Mark before it wrongfully adopted and began using that Mark in connection with its razors bearing the infringing V3 logo. Gillette's use of the V3[®] Mark has been open and notorious in the United States since 2001, and its trademark registration is publicly available and would have been discovered by even the most routine trademark search. Nonetheless, Dorco decided to sell razors adorned with the infringing V3 logo that directly compete with Gillette's Venus[®] razors. Thus, it is apparent that Dorco's V3 logo was intentionally designed to trade off the goodwill and reputation for high quality associated with Gillette and Venus[®] razors and to confuse or deceive the purchasing public.

86. Gillette has suffered and, unless Dorco's wrongful conduct is enjoined, will continue to suffer, irreparable harm as well as monetary damage resulting from the infringement of the V3[®] Mark by Dorco.

C. Dorco's Infringement of the M3Power[®] Mark

87. Long after Gillette's first use of the M3Power[®] Mark in commerce, Dorco began to import into the United States and distribute, market and sell within the United States, its M3 razors and razor blades, all of which prominently display a logo incorporating both the letter "M" and the number "3" ("Dorco's M3 logo").

88. Dorco's M3 logo imitates and misappropriates the unique and distinctive M3Power[®] Mark.

89. Gillette has never authorized Dorco to use the M3Power[®] Mark, and Dorco is fully aware that it has no such authorization from Gillette.

90. Dorco's unauthorized use of the M3Power[®] Mark is likely to cause confusion or deceive consumers into believing that Dorco's razors with the infringing M3 logo are genuine Gillette products, or are sponsored, licensed, authorized by, or affiliated, connected or associated in some way with Gillette.

91. On information and belief, Dorco had actual knowledge of Gillette's exclusive rights in the M3Power[®] Mark before it wrongfully adopted and began using that Mark in connection with its razors bearing the M3 logo. Gillette's use of the M3Power[®] Mark has been open and notorious in the United States since 2004, and its trademark registration is publicly available and would have been discovered by even the most routine trademark search. Nonetheless, Dorco decided to sell razors and razor blades adorned with the infringing M3 logo that directly compete with Gillette's M3Power[®] razors. Thus, it is apparent that Dorco's M3 logo was intentionally designed to imitate the M3Power[®] Mark in order to trade off the goodwill and reputation for high quality associated with Gillette and M3Power[®] razors and to confuse or deceive the purchasing public.

92. Gillette has suffered and, unless Dorco's wrongful conduct is enjoined, will continue to suffer, irreparable harm as well as monetary damage resulting from the infringement of the M3Power[®] Mark by Dorco.

D. Dorco's Infringement of the Sensor[®] 3 Trade Dress

93. In addition to selling products infringing Gillette's issued patents and registered trademarks, Dorco manufactures, imports, markets and sells lower-quality disposable razors in packaging that is virtually identical to the Sensor[®] 3 Trade Dress.

94. On information and belief, Dorco's S3 disposable razor was intentionally designed to imitate the Sensor[®] 3 Trade Dress in order to trade off the goodwill and reputation for high quality associated with Gillette and Sensor[®] 3 razors. A comparison between the Sensor[®] 3 Trade Dress and the S3 disposable razor in their respective packaging appears below:



95. Unlike the S3 disposable razors, other disposable razors on the market feature packaging significantly different from the Sensor[®] 3 Trade Dress. Alternative designs used by competitors are shown in Exhibit 14 attached.

96. Gillette has never authorized Dorco to use the Sensor[®] 3 Trade Dress, and Dorco is fully aware that it has no such authorization from Gillette.

97. Dorco's unauthorized use of the Sensor[®] 3 Trade Dress is likely to cause confusion or deceive consumers into believing that Dorco's S3 disposable razors are genuine Gillette products, or are sponsored, licensed, authorized by, or affiliated, connected, or associated in some way with Gillette.

98. Gillette has suffered and, unless Dorco's wrongful conduct is enjoined, will continue to suffer, irreparable harm as well as monetary damage resulting from the infringement of the Sensor[®] 3 Trade Dress by Dorco.

E. Dorco's Infringement of the Mach3[®] Trade Dress

99. Dorco also manufactures, imports, markets and sells lower-quality M3 razors in packaging that is virtually identical to the Mach3[®] Trade Dress.

100. On information and belief, Dorco's M3 razor and its packaging were intentionally designed to imitate the Mach3[®] Trade Dress in order to trade off the goodwill and reputation for high quality associated with Gillette and Mach3[®] razors. A comparison between the Mach3[®] Trade Dress and the M3 razor in its packaging appears below:



101. Unlike the M3 razors, other razors on the market feature packaging significantly different from the Mach3[®] Trade Dress. Alternative designs used by competitors are shown in Exhibit 15 attached.

102. Gillette has never authorized Dorco to use the Mach3[®] Trade Dress, and Dorco is fully aware that it has no such authorization from Gillette.

103. Dorco's unauthorized use of the Mach3[®] Trade Dress is likely to cause confusion or deceive consumers into believing that Dorco's M3 razors are genuine Gillette products, or are sponsored, licensed, authorized by, or affiliated, connected, or associated in some way with Gillette.

104. Gillette has suffered and, unless Dorco's wrongful conduct is enjoined, will continue to suffer, irreparable harm as well as monetary damage resulting from the infringement of the Mach3® Trade Dress by Dorco.

F. Dorco's Infringement of the Fusion® Trade Dress

105. Dorco also manufactures, imports, markets and sells lower-quality Torq razors in packaging that is virtually identical to the Fusion® Trade Dress.

106. On information and belief, Dorco's Torq razor and its packaging were intentionally designed to imitate the Fusion® Trade Dress in order to trade off the goodwill and reputation for high quality associated with Gillette and its Fusion® razors. A comparison between the Fusion® Trade Dress and the Torq razor in its packaging appears below:



107. Unlike the Torq razors, other razors on the market feature packaging significantly different from the Fusion[®] Trade Dress. Alternative designs used by competitors are shown in Exhibit 15 attached.

108. Gillette has never authorized Dorco to use the Fusion[®] Trade Dress, and Dorco is fully aware that it has no such authorization from Gillette.

109. Dorco's unauthorized use of the Fusion[®] Trade Dress is likely to cause confusion or deceive consumers into believing that Dorco's Torq razors are genuine Gillette products, or are sponsored, licensed, authorized by, or affiliated, connected, or associated in some way with Gillette.

110. Gillette has suffered and, unless Dorco's wrongful conduct is enjoined, will continue to suffer, irreparable harm as well as monetary damage resulting from the infringement of the Fusion[®] Trade Dress by Dorco.

FIRST CLAIM FOR RELIEF
(Infringement of the '485 Patent)

111. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

112. Dorco has infringed and continues to infringe and induce infringement of the '485 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, Dorco's V3 disposable razors.

113. As a result of Dorco's infringement of the '485 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

SECOND CLAIM FOR RELIEF

(Infringement of the '814 Patent)

114. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

115. Dorco has infringed and continues to infringe and induce infringement of the '814 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the Four Blade, Six Blade and Torq razors.

116. As a result of Dorco's infringement of the '814 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

THIRD CLAIM FOR RELIEF

(Infringement of the '851 Patent)

117. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

118. Dorco has infringed and continues to infringe and induce infringement of the '851 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the M3 and Torq razors.

119. As a result of Dorco's infringement of the '851 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

FOURTH CLAIM FOR RELIEF

(Infringement of the '926 Patent)

120. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

121. Dorco has infringed and continues to infringe and induce infringement of the '926 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the M3 and Torq razors.

122. As a result of Dorco's infringement of the '926 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

FIFTH CLAIM FOR RELIEF
(Infringement of the '903 Patent)

123. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

124. Dorco has infringed and continues to infringe and induce infringement of the '903 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the M3 and Torq razors.

125. As a result of Dorco's infringement of the '903 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

SIXTH CLAIM FOR RELIEF
(Infringement of the '777 Patent)

126. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

127. Dorco has infringed and continues to infringe and induce infringement of the '777 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, V3 disposable, M3, S3 disposable, Ultraflex 3, Ultraflex 3 Triple Blade Disposable, Ultraflex 3 Sensitive Skin, Ultraflex 3 Sensitive Skin for Women, Four Blade, Six Blade, and Torq razors.

128. As a result of Dorco's infringement of the '777 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

SEVENTH CLAIM FOR RELIEF

(Infringement of the '518 Patent)

129. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

130. Dorco has infringed and continues to infringe and induce infringement of the '518 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the V3 disposable razor.

131. As a result of Dorco's infringement of the '518 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

EIGHTH CLAIM FOR RELIEF

(Infringement of the '040 Patent)

132. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

133. Dorco has infringed and continues to infringe and induce infringement of the '040 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the M3 and Torq razors.

134. As a result of Dorco's infringement of the '040 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

NINTH CLAIM FOR RELIEF

(Infringement of the '848 Patent)

135. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

136. Dorco has infringed and continues to infringe and induce infringement of the '848 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the S3 disposable, M3, Ultraflex 3 Sensitive Skin, Ultraflex 3 Triple Blade Disposable and Ultraflex 3 razors.

137. As a result of Dorco's infringement of the '848 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

TENTH CLAIM FOR RELIEF

(Infringement of the '822 Patent)

138. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

139. Dorco has infringed and continues to infringe and induce infringement of the '822 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the S3 disposable, M3, Ultraflex 3 Sensitive Skin, Ultraflex 3 Triple Blade Disposable and Ultraflex 3 razors.

140. As a result of Dorco's infringement of the '822 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

ELEVENTH CLAIM FOR RELIEF

(Infringement of the '839 Patent)

141. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

142. Dorco has infringed and continues to infringe and induce infringement of the '839 Patent by making, using, offering to sell, and selling within the United States, and importing into the United States razor products including, but not limited to, the S3 disposable, M3, Ultraflex 3 Sensitive Skin, Ultraflex 3 Triple Blade Disposable and Ultraflex 3 razors.

143. As a result of Dorco's infringement of the '839 Patent, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

TWELFTH CLAIM FOR RELIEF

(Federal Trademark Infringement of the V3[®] Mark, 15 U.S.C. §§ 1114, 1125)

144. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

145. Dorco's use in commerce in the United States of the V3[®] Mark through the importation, distribution and sale of its V3 disposable razors is likely to cause confusion, to cause mistake, or to deceive as to the affiliation, connection, or association of Dorco's V3 disposable razors with Gillette, or as to the origin, sponsorship or approval of Dorco's V3 disposable razor products by Gillette.

146. Dorco's conduct, including as described above, constitutes trademark infringement in violation of 15 U.S.C. § 1114(a) and § 1125(a).

147. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

148. As a result of Dorco's infringement of the V3[®] Mark, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

THIRTEENTH CLAIM FOR RELIEF

(Federal Trademark Infringement of the M3Power[®] Mark, 15 U.S.C. §§ 1114, 1125)

149. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

150. Dorco's use in commerce in the United States of the M3Power[®] Mark through the importation, distribution and sale of its M3 razors is likely to cause confusion, to cause mistake, or to deceive as to the affiliation, connection, or association of Dorco's M3 razors with Gillette or as to the origin, sponsorship or approval of Dorco's M3 razor products by Gillette.

151. Dorco's conduct, including as described above, constitutes trademark infringement in violation of 15 U.S.C. § 1114(a) and § 1125(a).

152. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

153. As a result of Dorco's infringement of the M3Power[®] Mark, Gillette has suffered, is suffering, and will continue to suffer severe and irreparable harm and substantial damages, unless such infringement is enjoined by the Court.

FOURTEENTH CLAIM FOR RELIEF

(Federal Unfair Competition: Infringement of the Sensor[®] 3 Trade Dress, 15 U.S.C. § 1125(a))

154. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

155. Gillette's Sensor[®] 3 Trade Dress is non-functional and distinctive.

156. Dorco imports, markets, offers for sale, and sells S3 disposable razors that copy and misappropriate Gillette's unique and distinctive Sensor[®] 3 Trade Dress.

157. As a result of Dorco's conduct, consumers are likely to be confused, mistaken or deceived as to the affiliation, connection and/or association of Dorco's S3 disposable razors with Gillette, or as to the origin, sponsorship, or approval of S3 disposable razors, and/or as to the nature, characteristics or qualities of the S3 disposable razors.

158. Dorco's conduct, including as described above, constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

159. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

160. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

FIFTEENTH CLAIM FOR RELIEF

(Federal Unfair Competition: Infringement of the Mach3[®] Trade Dress, 15 U.S.C. § 1125(a))

161. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

162. Gillette's Mach3[®] Trade Dress is non-functional and distinctive.

163. Dorco imports, markets, offers for sale and sells M3 razors that copy and misappropriate Gillette's unique and distinctive Mach3[®] Trade Dress.

164. As a result of Dorco's conduct, consumers are likely to be confused, mistaken or deceived as to the affiliation, connection and/or association of Dorco's M3 razors with Gillette or as to the origin, sponsorship, or approval of M3 razors, and/or as to the nature, characteristics or qualities of the M3 razors.

165. Dorco's conduct, including as described above, constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

166. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing, and in willful disregard of Gillette's property rights.

167. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

SIXTEENTH CLAIM FOR RELIEF

(Federal Unfair Competition: Infringement of the Fusion[®] Trade Dress, 15 U.S.C. § 1125(a))

168. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

169. Gillette's Fusion[®] Trade Dress is non-functional and distinctive.

170. Dorco imports, markets, offers for sale and sells Torq razors that copy and misappropriate Gillette's unique and distinctive Fusion[®] Trade Dress.

171. As a result of Dorco's conduct, consumers are likely to be confused, mistaken or deceived as to the affiliation, connection and/or association of Dorco's Torq razors with Gillette, or as to the origin, sponsorship, or approval of Torq razors, and/or as to the nature, characteristics or qualities of the Torq razors.

172. Dorco's conduct, including as described above, constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

173. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

174. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

SEVENTEENTH CLAIM FOR RELIEF
(Dilution of the V3[®] Mark, 15 U.S.C. § 1125(c))

175. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

176. Gillette's V3[®] Mark is a unique, distinctive and famous mark under 15 U.S.C. § 1125(c)(1).

177. After Gillette's V3[®] Mark became a famous mark, Dorco began to distribute, offer for sale and sell razors using the V3[®] Mark in United States commerce.

178. Dorco's conduct has lessened and is likely to continue to lessen the capacity of Gillette's famous V3[®] Mark to identify and distinguish Gillette's goods and services.

179. Dorco's conduct, including as described above, constitutes unfair competition in violation of the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

180. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

181. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

EIGHTEENTH CLAIM FOR RELIEF
(Dilution of the M3Power[®] Mark, 15 U.S.C. § 1125(c))

182. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

183. Gillette's M3Power[®] Mark is a unique, distinctive and famous mark under 15 U.S.C. § 1125(c)(1).

184. After Gillette's M3Power[®] Mark became a famous mark, Dorco began to distribute, offer for sale and sell razors using the M3Power[®] Mark in United States commerce.

185. Dorco's conduct has lessened and is likely to continue to lessen the capacity of Gillette's famous M3Power[®] Mark to identify and distinguish Gillette's goods and services.

186. Dorco's conduct, including as described above, constitutes unfair competition in violation of the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

187. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

188. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

NINETEENTH CLAIM FOR RELIEF

(Dilution of the Sensor[®] 3 Trade Dress, 15 U.S.C. § 1125(c))

189. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

190. Gillette's Sensor[®] 3 Trade Dress is a unique, distinctive and famous mark under 15 U.S.C. § 1125(c)(1).

191. After Gillette's Sensor[®] 3 Trade Dress became a famous mark, Dorco began to distribute, offer for sale, and sell razors using the Sensor[®] 3 Trade Dress in United States commerce.

192. Dorco's conduct has lessened and is likely to continue to lessen the capacity of Gillette's famous Sensor[®] 3 Trade Dress to identify and distinguish Gillette's goods and services.

193. Dorco's conduct, including as described above, constitutes unfair competition in violation of the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

194. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

195. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTIETH CLAIM FOR RELIEF

(Dilution of the Mach3[®] Trade Dress, 15 U.S.C. § 1125(c))

196. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

197. Gillette's Mach3[®] Trade Dress is a unique, distinctive and famous mark under 15 U.S.C. § 1125(c)(1).

198. After Gillette's Mach3[®] Trade Dress became a famous mark, Dorco began to distribute, offer for sale, and sell razors using the Mach3[®] Trade Dress in United States commerce.

199. Dorco's conduct has lessened and is likely to continue to lessen the capacity of Gillette's famous Mach3[®] Trade Dress to identify and distinguish Gillette's goods and services.

200. Dorco's conduct, including as described above, constitutes unfair competition in violation of the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

201. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

202. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-FIRST CLAIM FOR RELIEF

(Dilution of the Fusion[®] Trade Dress, 15 U.S.C. § 1125(c))

203. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

204. Gillette's Fusion[®] Trade Dress is a unique, distinctive and famous mark under 15 U.S.C. § 1125(c)(1).

205. After Gillette's Fusion[®] Trade Dress became a famous mark, Dorco began to distribute, offer for sale and sell razors using the Fusion[®] Trade Dress in United States commerce.

206. Dorco's conduct has lessened and is likely to continue to lessen the capacity of Gillette's famous Fusion[®] Trade Dress to identify and distinguish Gillette's goods and services.

207. Dorco's conduct, including as described above, constitutes unfair competition in violation of the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c).

208. On information and belief, Dorco's unlawful conduct, including as described above, was deliberate, knowing and in willful disregard of Gillette's property rights.

209. Because of Dorco's conduct, Gillette has suffered, and unless Dorco's conduct is preliminarily and permanently enjoined, will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-SECOND CLAIM FOR RELIEF
(Dilution of the V3[®] Mark, Mass. G.L. c. 110H, § 13)

210. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

211. Dorco's conduct, including as described above, is likely to injure the business reputation of Gillette, impair the effectiveness of the V3[®] Mark, and dilute the distinctive quality of the V3[®] Mark, in violation of Mass. G.L. c. 110H, § 13.

212. As a result of Dorco's conduct, Gillette has suffered, and will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-THIRD CLAIM FOR RELIEF

(Dilution of the M3Power[®] Mark, Mass. G.L. c. 110H, § 13)

213. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

214. Dorco's conduct, including as described above, is likely to injure the business reputation of Gillette, impair the effectiveness of the M3Power[®] Mark, and dilute the distinctive quality of the M3Power[®] Mark, in violation of Mass. G.L. c. 110H, § 13.

215. As a result of Dorco's conduct, Gillette has suffered, and will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-FOURTH CLAIM FOR RELIEF

(Dilution of the Sensor[®] 3 Trade Dress, Mass. G.L. c. 110H, § 13)

216. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

217. Dorco's conduct, including as described above, is likely to injure the business reputation of Gillette, impair the effectiveness of the Sensor[®] 3 Trade Dress, and dilute the distinctive quality of the Sensor[®] 3 Trade Dress, in violation of Mass. G.L. c. 110H, § 13.

218. As a result of Dorco's conduct, Gillette has suffered, and will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-FIFTH CLAIM FOR RELIEF

(Dilution of the Mach3[®] Trade Dress, Mass. G.L. c. 110H, § 13)

219. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

220. Dorco's conduct, including as described above, is likely to injure the business reputation of Gillette, impair the effectiveness of the Mach3[®] Trade Dress, and dilute the distinctive quality of the Mach3[®] Trade Dress, in violation of Mass. G.L. c. 110H, § 13.

221. As a result of Dorco's conduct, Gillette has suffered, and will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

TWENTY-SIXTH CLAIM FOR RELIEF

(Dilution of the Fusion[®] Trade Dress, Mass. G.L. c. 110H, § 13)

222. Gillette incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

223. Dorco's conduct, including as described above, is likely to injure the business reputation of Gillette, impair the effectiveness of the Fusion[®] Trade Dress, and dilute the distinctive quality of the Fusion[®] Trade Dress, in violation of Mass. G.L. c. 110H, § 13.

224. As a result of Dorco's conduct, Gillette has suffered, and will continue to suffer, actual damages and irreparable harm, as to which it has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Gillette prays that this Court grant the following relief:

1. Enter judgment in favor of Gillette on each of its claims;
2. Adjudge that Dorco has infringed, continues to infringe, has induced infringement of and continues to induce infringement of the '485, '814, '851, '926, '903, '777, '518, '040, '848, '822 and '839 Patents;
3. Adjudge that Dorco has infringed and continues to infringe the V3[®] Mark;
4. Adjudge that Dorco has infringed and continues to infringe the M3Power[®] Mark;
5. Adjudge that Dorco has diluted and continues to dilute the V3[®] Mark;
6. Adjudge that Dorco has diluted and continues to dilute the M3Power[®] Mark;
7. Adjudge that Dorco has infringed and continues to infringe the Sensor[®] 3 Trade Dress;

8. Adjudge that Dorco has infringed and continues to infringe the Mach3[®] Trade Dress;

9. Adjudge that Dorco has infringed and continues to infringe the Fusion[®] Trade Dress;

10. Adjudge that Dorco has diluted and continues to dilute the Sensor[®] 3 Trade Dress;

11. Adjudge that Dorco has diluted and continues to dilute the Mach3[®] Trade Dress;

12. Adjudge that Dorco has diluted and continues to dilute the Fusion[®] Trade Dress;

13. Preliminarily and permanently enjoin Dorco and its predecessors, successors, divisions, subsidiaries, or joint ventures thereof, together with any and all parent or affiliated companies or corporations, and all officers, directors, employees, agents, attorneys, representatives, and those acting in privity or in concert with Dorco, or on its behalf, from further infringing the '485, '814, '851, '926, '903, '777, '518, '040, '848, '822 and '839 Patents;

14. Preliminarily and permanently enjoin Dorco and its predecessors, successors, divisions, subsidiaries, or joint ventures thereof, together with any and all parent or affiliate companies or corporations, and all officers, directors, employees, agents, attorneys, representatives, and those acting in privity or in concert with Dorco, or on its behalf, from further infringing Gillette's V3[®] Mark, M3Power[®] Mark, Sensor[®] 3 Trade Dress, Mach3[®] Trade Dress and Fusion[®] Trade Dress or from using any other trademark or trade dress that is a colorable imitation of the V3[®] Mark, M3Power[®] Mark, Sensor[®] 3 Trade Dress, Mach3[®] Trade Dress or Fusion[®] Trade Dress, or is likely to be confused with the V3[®] Mark, M3Power[®] Mark, Sensor[®] 3 Trade Dress, Mach3[®] Trade Dress, or Fusion[®] Trade Dress and from using any trademark or trade dress in any manner so as to cause the dilution of the distinctive quality of Gillette's V3[®]

Mark, M3Power[®] Mark, Sensor[®] 3 Trade Dress, Mach3[®] Trade Dress, or Fusion[®] Trade Dress, and from engaging in further unfair competition and unfair or deceptive acts or practices;

15. Award Gillette damages it has sustained as a result of Dorco's infringement of an amount to be determined;

16. Treble the damages assessed in light of Dorco's willful infringement;

17. Award Gillette its costs and reasonable attorneys' fees;

18. Award Gillette interest on any past damages; and

19. Award Gillette such other relief as the Court deems just and proper.

PLAINTIFFS CLAIM A TRIAL BY JURY ON ALL ISSUES SO TRIABLE

Respectfully submitted,

THE GILLETTE COMPANY and THE
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Dated: May 8, 2008