



**JURISDICTION AND VENUE**

4. This is a civil action for patent infringement, arising under the Acts of Congress relating to patents, 35 U.S.C. §§ 271 and 282-85; trademark infringement, unfair competition and false advertising, arising under Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; state deceptive and unfair trade practices, arising under Fla. Stat. §§ 501.201-213; state false advertising, arising under Fla. Stat. §§ 817.40-817.47; and common law unfair competition, arising under Florida common law.

5. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as 15 U.S.C. § 1121, and/or supplemental jurisdiction as stated in 28 U.S.C. § 1367, and/or upon principles of pendent and ancillary jurisdiction.

6. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400.

**COUNT I - INFRINGEMENT OF U.S. PATENT NO. 7,741,257**

7. Ecolab restates the allegations set forth in paragraphs 1-6 and incorporates them herein by reference.

8. On June 22, 2010, United States Patent No. 7,741,257 B2 (hereinafter “the ’257 patent”) entitled DRY LUBRICANT FOR CONVEYING CONTAINERS was duly and legally issued to Ecolab as assignee; and since that date Ecolab has been, and still is, the owner of all right, title, and interest in the ’257 patent. A copy of the ’257 patent is attached hereto as Exhibit A.

9. Defendant has infringed and is still infringing the ’257 patent by making, using, selling, and offering for sale its DRY TRAXX synthetic chain lubricant. Defendant has used and continues to use its DRY TRAXX synthetic chain lubricant in a method that embodies the invention of the ’257 patent.

10. Defendant also has contributed to, and continues to contribute to, the infringement of the '257 patent by selling and offering for sale its DRY TRAXX synthetic chain lubricant.

11. Defendant's DRY TRAXX synthetic chain lubricant comprises a material part of the claimed invention of the '257 patent, is not a staple article of commerce, and has no substantial noninfringing use. Indeed, when used according to Defendant's own instructions, the use of DRY TRAXX synthetic chain lubricant infringes the '257 patent. A copy of Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant is attached hereto as Exhibit L.

12. Defendant is aware of the '257 patent, has been aware of the '257 patent during the period of infringement, and knowingly made the DRY TRAXX synthetic chain lubricant for use in the process that is claimed in the '257 patent.

13. Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant--directly infringe the '257 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '257 patent. Defendant knows that its customers use, and indeed instructs its customers to use, the DRY TRAXX synthetic chain lubricant in a manner that infringes the '257 patent.

14. Defendant also has induced, and continues to induce, infringement of the '257 patent by selling its DRY TRAXX synthetic chain lubricant to bottling facilities. Defendant has instructed and continues to instruct those facilities to use the DRY TRAXX synthetic chain lubricant in a process that infringes the '257 patent. Defendant

also has assisted and continues to assist those facilities in using the DRY TRAXX synthetic chain lubricant in a process that infringes the '257 patent.

15. Defendant is and has been aware of the '257 patent and knows that its sale of the DRY TRAXX synthetic chain lubricant and instructions for use of the same induce Defendant's customers to directly infringe the '257 patent. Defendant's knowledge of the '257 patent, combined with Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant in the manner specified by the '257 patent, demonstrate that Defendant intended to induce its customers to infringe the '257 patent.

16. When using the DRY TRAXX synthetic chain lubricant as directed by Defendant, Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant—directly infringe the '257 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '257 patent.

17. Ecolab has been damaged by Defendant's infringement of said patent in an amount to be proven at trial and will continue to be damaged in the future unless Defendant is permanently enjoined from infringing said patent, and from contributing to or inducing the infringement of said patent by others.

18. Defendant is aware that the '257 patent was duly and legally issued and that Defendant's use, manufacture, sale, and/or offer for sale of the DRY TRAXX synthetic chain lubricant infringes said patent, and contributes to and induces the infringement of said patent by others.

19. Defendant's infringement of said patent is now and has been willful and will continue unless enjoined by the Court.

20. By reason of Defendant's willful infringement, Ecolab is entitled to recover actual damages, treble damages, attorneys' fees, and the costs of this litigation pursuant to 35 U.S.C. §§ 284 & 285 and injunctive relief pursuant to 35 U.S.C. § 283.

**COUNT II - INFRINGEMENT OF U.S. PATENT NO. 7,745,381**

21. Ecolab restates the allegations set forth in paragraphs 1-20 and incorporates them herein by reference.

22. On June 29, 2010, United States Patent No. 7,745,381 B2 (hereinafter "the '381 patent") entitled LUBRICANT FOR CONVEYING CONTAINERS was duly and legally issued to Ecolab Inc. as assignee; and since that date Ecolab Inc. has been, and still is, the owner of all right, title, and interest in the '381 patent. A copy of the '381 patent is attached hereto as Exhibit B.

23. Defendant has infringed and is still infringing the '381 patent by making, using, selling, and offering for sale its DRY TRAXX synthetic chain lubricant. Defendant has used and continues to use its DRY TRAXX synthetic chain lubricant in a method that embodies the invention of the '381 patent.

24. Defendant also has contributed to, and continues to contribute to, the infringement of the '381 patent by selling and offering for sale its DRY TRAXX synthetic chain lubricant.

25. Defendant's DRY TRAXX synthetic chain lubricant comprises a material part of the claimed invention of the '381 patent, is not a staple article of commerce, and has no substantial noninfringing use. Indeed, when used for its only intended purpose-- application to conveyors--the use of DRY TRAXX synthetic chain lubricant infringes the '381 patent.

26. Defendant is aware of the '381 patent, has been aware of the '381 patent during the period of infringement, and knowingly made the DRY TRAXX synthetic chain lubricant for use in the process that is claimed in the '381 patent.

27. Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant--directly infringe the '381 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '381 patent. Defendant knows that its customers use, and indeed instructs its customers to use, the DRY TRAXX synthetic chain lubricant in a manner that infringes the '381 patent. A copy of Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant is attached hereto as Exhibit L.

28. Defendant also has induced, and continues to induce, infringement of the '381 patent by selling its DRY TRAXX synthetic chain lubricant to bottling facilities. Defendant has instructed and continues to instruct those facilities to use the DRY TRAXX synthetic chain lubricant in a process that infringes the '381 patent. Defendant also has assisted and continues to assist those facilities in using the DRY TRAXX synthetic chain lubricant in a process that infringes the '381 patent.

29. Defendant is and has been aware of the '381 patent and knows that its sale of the DRY TRAXX synthetic chain lubricant and instructions for use of the same induce Defendant's customers to directly infringe the '381 patent. Defendant's knowledge of the '381 patent, combined with Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant in the manner specified by the '381 patent, demonstrate that Defendant intended to induce its customers to infringe the '381 patent.

30. When using the DRY TRAXX synthetic chain lubricant as directed by Defendant, Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant—directly infringe the '381 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '381 patent.

31. Ecolab has been damaged by Defendant's infringement of said patent in an amount to be proven at trial and will continue to be damaged in the future unless Defendant is permanently enjoined from infringing said patent, and from contributing to or inducing the infringement of said patent by others.

32. Defendant is aware that the '381 patent was duly and legally issued and that Defendant's use, manufacture, sale, and/or offer for sale of the DRY TRAXX synthetic chain lubricant infringes said patent, and contributes to and induces the infringement of said patent by others.

33. Defendant's infringement of said patent is now and has been willful and will continue unless enjoined by the Court.

34. By reason of Defendant's willful infringement, Ecolab is entitled to recover actual damages, treble damages, attorneys' fees, and the costs of this litigation pursuant to 35 U.S.C. §§ 284 & 285 and injunctive relief pursuant to 35 U.S.C. § 283.

**COUNT III - INFRINGEMENT OF U.S. PATENT NO. 8,058,215**

35. Ecolab restates the allegations set forth in paragraphs 1-34 and incorporates them herein by reference.

36. On November 15, United States Patent No. 8,058,215 B2 (hereinafter "the '215 patent") entitled DRY LUBRICANT FOR CONVEYING CONTAINERS was duly

and legally issued to Ecolab USA Inc. as assignee; and since that date Ecolab USA Inc. has been, and still is, the owner of all right, title, and interest in the '215 patent. A copy of the '215 patent is attached hereto as Exhibit M.

37. Defendant has infringed and is still infringing the '215 patent by making, using, selling, and offering for sale its DRY TRAXX synthetic chain lubricant in a method that embodies the invention of the '215 patent.

38. Defendant also has contributed to, and continues to contribute to, the infringement of the '215 patent by selling and offering for sale its DRY TRAXX synthetic chain lubricant.

39. Defendant's DRY TRAXX synthetic chain lubricant comprises a material part of the claimed invention of the '215 patent, is not a staple article of commerce, and has no substantial noninfringing use. Indeed, when used for its only intended purpose--application to conveyors--the use of DRY TRAXX synthetic chain lubricant infringes the '215 patent.

40. Defendant is aware of the '215 patent, has been aware of the '215 patent during the period of infringement, and knowingly made the DRY TRAXX synthetic chain lubricant for use in the process that is claimed in the '215 patent.

41. Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant--directly infringe the '215 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '215 patent. Defendant knows that its customers use, and indeed instructs its customers to use, the DRY TRAXX synthetic chain lubricant in a manner



that infringes the '215 patent. A copy of Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant is attached hereto as Exhibit L.

42. Defendant also has induced, and continues to induce, infringement of the '215 patent by selling its DRY TRAXX synthetic chain lubricant to bottling facilities. Defendant has instructed and continues to instruct those facilities to use the DRY TRAXX synthetic chain lubricant in a process that infringes the '215 patent. Defendant also has assisted and continues to assist those facilities in using the DRY TRAXX synthetic chain lubricant in a process that infringes the '215 patent.

43. Defendant is and has been aware of the '215 patent and knows that its sale of the DRY TRAXX synthetic chain lubricant and instructions for use of the same induce Defendant's customers to directly infringe the '215 patent. Defendant's knowledge of the '215 patent, combined with Defendant's instructions for use of the DRY TRAXX synthetic chain lubricant in the manner specified by the '215 patent, demonstrate that Defendant intended to induce its customers to infringe the '215 patent.

44. When using the DRY TRAXX synthetic chain lubricant as directed by Defendant, Defendant's customers--namely, the bottling facilities that purchase the DRY TRAXX synthetic chain lubricant from Defendant—directly infringe the '215 patent by using the DRY TRAXX synthetic chain lubricant in a process that embodies the invention of the '215 patent.

45. Ecolab has been damaged by Defendant's infringement of said patent in an amount to be proven at trial and will continue to be damaged in the future unless Defendant is permanently enjoined from infringing said patent, and from contributing to or inducing the infringement of said patent by others.

46. Defendant is aware that the '215 patent was duly and legally issued and that Defendant's use, manufacture, sale, and/or offer for sale of the DRY TRAXX synthetic chain lubricant infringes said patent, and contributes to and induces the infringement of said patent by others.

47. Defendant's infringement of said patent will continue unless enjoined by the Court.

48. By reason of Defendant's infringement, Ecolab is entitled to recover actual damages, attorneys' fees, and the costs of this litigation pursuant to 35 U.S.C. §§ 284 & 285 and injunctive relief pursuant to 35 U.S.C. § 283.

**COUNT IV - FALSE ADVERTISING UNDER 35 U.S.C. § 1125(a)**

49. Ecolab restates the allegations set forth in paragraphs 1-48 and incorporates them herein by reference.

50. Defendant promotes and distributes products for use in the beverage bottling industry, including the DRY TRAXX synthetic conveyor lubricant. Defendant markets the DRY TRAXX product as a lubricant that contains Teflon. For example, the label on the DRY TRAXX product container states as follows: "Dry Traxx concentrate is a versatile, synthetic, silicon/teflon conveyor lubricant for use on plastic and stainless conveyor chains." A photograph of a DRY TRAXX product label is attached hereto as Exhibit C.

51. DRY TRAXX does not contain Teflon and Defendant has no reasonable belief that DRY TRAXX contains Teflon.

52. Defendant's statements that its DRY TRAXX product contains Teflon is actually false.

53. Defendant's false statements were directed to customers.

54. Defendant caused its false statements to be disseminated sufficiently to the relevant purchasing public to constitute advertising and promotion in interstate commerce.

55. Defendant's false statements actually deceived and have the tendency to deceive a substantial segment of its audience.

56. Defendant's false statements are material because they are likely to influence buying decisions.

57. Ecolab has lost business to Defendant as a result of Defendant's false representations, and has otherwise been injured and will continue to be injured as a result of Defendant's activities in an amount to be proven at trial.

58. Ecolab is suffering irreparable harm and will continue to suffer irreparable harm unless and until Defendant's conduct is enjoined by the Court.

59. By reason of Defendant's bad faith and willful infringement, Ecolab is entitled to recover actual damages, treble damages, an accounting of Defendant's profits, attorneys' fees, and the costs of this litigation pursuant to 15 U.S.C. § 1117 and injunctive relief pursuant to 15 U.S.C. § 1116.

#### **COUNT V – TRADEMARK INFRINGEMENT**

60. Ecolab restates the allegations set forth in paragraphs 1-59 and incorporates them herein by reference.

61. For many years, Ecolab has been using a family of trademarks that end in the suffix "XX" in connection with products marketed and sold to the food and beverage industry.

62. Ecolab owns many United States trademark registrations using the XX suffix, including DRYEXX (Reg. No. 3,353,803), INCIMAXX (Reg. No. 3,002,084), INSPEXX (Reg. No. 2,756,266), MATRIXX (Reg. No. 2,182,946), PLAN CHEXX (Reg. No. 3,063,918), PREFORMEXX (Reg. No. 3,002,111), QUADEXX (Reg. No. 2,819,670). In addition, Ecolab owns common law rights in the marks FILMAXX, VORTEXX and SERVICECHEXX for products marketed and sold to the food and beverage industry. The above marks will be collectively referred to herein as the “Family of XX Marks.” Copies of the registrations for the Family of XX Marks are attached hereto as Exhibits D-J.

63. Since at least as early as 1973, Ecolab has been using the mark LUBRI-KLENZ in connection with lubricants used in food and beverage plants. Ecolab owns Registration No. 1,043,247 for the LUBRI-KLENZ mark. The registration for the LUBRI-KLENZ mark is attached to this Complaint as Exhibit K.

64. Since at least as early as 2001, Ecolab has been using the mark SPARKLE in connection with heavy duty alkaline detergents for use in food and beverage processing plants.

65. The above registrations are valid and in full force and effect. In addition, Registration Nos. 2,756,266, 2,182,946, 2,819,670, and 1,043,247 are incontestable pursuant to 15 U.S.C. § 1065, and are therefore conclusive evidence of the validity of the registered marks, of Ecolab’s ownership of the marks, and of Ecolab’s exclusive right to use the registered marks in commerce in accordance with 15 U.S.C. § 1115.

66. Ecolab has advertised and sold products for use in food and beverage plants under the Family of XX Marks, the LUBRI-KLENZ mark and the SPARKLE

mark in Florida and nationwide. Because of Ecolab's exclusive and extensive use of the Family of XX Marks, the LUBRI-KLENZ mark, and the SPARKLE mark, the marks have acquired considerable value and have become well known among the consuming public and trade as identifying and distinguishing Ecolab as the source of the products sold under the marks.

67. Defendant is using trademarks that are confusingly similar to Ecolab's Family of XX Marks, LUBRI-KLENZ mark, and SPARKLE mark for related products sold to the same purchasers and class of purchasers, namely, food and beverage processing plants, without consent from Ecolab.

68. For example, Defendant is using the mark DRY TRAXX for a synthetic chain lubricant for conveyor systems at food and beverage processing plants. This mark is confusingly similar to Ecolab's Family of XX Marks.

69. In addition, Defendant is using the mark LUBRICLEAN for a synthetic and fatty acid chain lubricant for conveyor systems at food and beverage processing plants. This mark is confusingly similar to Ecolab's LUBRI-KLENZ mark.

70. Moreover, Defendant is using the mark SPARKLE for an alkaline detergent for food and beverage processing plants. This mark is confusingly similar to Ecolab's SPARKLE mark.

71. Defendant knew of Ecolab's Family of XX Marks, LUBRI-KLENZ mark, and SPARKLE mark before it began using the DRY TRAXX, LUBRICLEAN and SPARKLE marks for its own products directed to the same consumers.

72. Defendant is using in commerce, and continues to use in commerce, marks that are confusingly similar to Ecolab's Family of XX Marks, LUBRI-KLENZ mark and

SPARKLE mark, in connection with the advertising, promotion, and/or sale of goods related to those of Ecolab, without the consent of Ecolab, and in a manner that is likely to cause confusion, to cause mistake, or to deceive as to source or origin among purchasers and/or users of such goods.

73. Defendant's actions constitute trademark infringement under 15 U.S.C. § 1114.

74. Defendant's actions were taken in willful, deliberate, and/or intentional disregard of Ecolab's rights. This case is exceptional under 15 U.S.C. §§ 1051 *et seq.*

75. Ecolab has been damaged by the acts of Defendant. Ecolab has suffered, and if the acts of Defendant are allowed to continue, will continue to suffer, irreparable injury for which Ecolab has no adequate remedy at law.

76. By reason of Defendant's bad faith and willful infringement, Ecolab is entitled to recover actual damages, treble damages, an accounting of Defendant's profits, attorneys' fees, and the costs of this litigation pursuant to 15 U.S.C. § 1117 and injunctive relief pursuant to 15 U.S.C. § 1116.

#### **COUNT VI – FEDERAL UNFAIR COMPETITION**

77. Ecolab restates the allegations set forth in paragraphs 1-76 and incorporates them herein by reference.

78. Defendant was aware of Ecolab's Family of XX Marks, LUBRI-KLENZ mark, and SPARKLE mark before adopting the DRY TRAXX, LUBRICLEAN and SPARKLE marks for its products. Despite such awareness, Defendant adopted and used confusingly similar marks for closely related products directed to the same customers.

79. Defendant's adoption of the DRY TRAXX, LUBRICLEAN and SPARKLE marks was made with the intent to trade on the goodwill associated with Ecolab's Family of XX Marks, LUBRI-KLENZ mark and SPARKLE mark.

80. Defendant used, on or in connection with goods, marks that are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendant with Ecolab, or as to the origin, sponsorship, or approval of Defendant's goods, or commercial activities, by Ecolab.

81. Defendant's acts constitute a false designation of origin and misrepresentation in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

82. Defendant's actions were taken in willful, deliberate, and/or intentional disregard of Ecolab's rights. This case is exceptional under 15 U.S.C. §§ 1051 *et seq.*

83. Ecolab has been damaged by the acts of Defendant. Ecolab has suffered, and if the acts of Defendant are allowed to continue, will continue to suffer, irreparable injury for which Ecolab has no adequate remedy at law.

84. Ecolab is entitled to recover actual and treble damages, attorneys' fees, and the costs of this litigation pursuant to 15 U.S.C. § 1117 and injunctive relief pursuant to 15 U.S.C. § 1116.

**COUNT VII - VIOLATIONS OF FLORIDA  
DECEPTIVE AND UNFAIR PRACTICES ACT**

85. Ecolab restates the allegations set forth in paragraphs 1-84 and incorporates them herein by reference.

86. Ecolab owns federal and common law trademark rights in its Family of XX Marks, LUBRI-KLENZ mark and SPARKLE mark for use in connection with products marketed and sold to the food and beverage industry.

87. Defendant's use of the confusingly similar marks DRY TRAXX, LUBRICLEAN and SPARKLE in connection with products that are closely related to Ecolab's products to the same customers or set of customers constitutes unfair methods of competition, unconscionable acts or practices, and unfair and deceptive acts or practices in the conduct of its trade and in commerce in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201-213.

88. Defendant uses labels on its DRY TRAXX products that falsely indicate that the products include Teflon. DRY TRAXX products directly compete with Ecolab's products.

89. Defendant's use of a label falsely indicating that its DRY TRAXX products include Teflon constitutes unfair methods of competition, unconscionable acts or practices, and unfair and deceptive acts or practices in the conduct of its trade and in commerce in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201-213.

90. Defendant's actions were taken in willful, deliberate, and/or intentional disregard of Ecolab's rights.

91. Ecolab has been damaged by the acts of Defendant. Ecolab has suffered, and if the acts of Defendant are allowed to continue, will continue to suffer, irreparable injury for which Ecolab has no adequate remedy at law.



92. Ecolab is entitled to recover actual and punitive damages for Defendant's deceptive and unfair trade practices.

**COUNT VIII - FALSE ADVERTISING**  
**IN VIOLATION OF FLA. STAT. § 817.41**

93. Ecolab restates the allegations set forth in paragraphs 1-92 and incorporates them herein by reference.

94. Defendant has disseminated, and continues to disseminate, directly and indirectly through its distributors and retailers, misleading advertising to the public in the state of Florida, including misleading advertising that uses marks confusingly similar to Ecolab's marks and misleading advertising that falsely indicates the DRY TRAXX products include Teflon.

95. Defendant's false and misleading advertisements were disseminated with the intent to induce consumers to buy DRY TRAXX products.

96. Consumers who have purchased DRY TRAXX have relied on these false and misleading statements. Reliance on these statements was reasonable and justified under the circumstances.

97. DRY TRAXX products directly compete with Ecolab's products.

98. Ecolab has suffered, and continues to suffer irreparable harm as a result of Defendant's actions. Such harm will continue unless Defendant's actions are enjoined by this Court. Ecolab has no adequate remedy at law.

99. Moreover, as a direct and proximate result of Defendant's unlawful acts, Ecolab has been damaged in an amount to be proven at trial.

100. Ecolab is entitled to recover actual and punitive damages, attorneys' fees, the costs of this litigation, and injunctive relief pursuant to Fla. Stat. §§ 817.41(6) & 817.561.

**COUNT IX - FLORIDA COMMON LAW**  
**UNFAIR COMPETITION**

101. Ecolab restates the allegations set forth in paragraphs 1-100 and incorporates them herein by reference.

102. Ecolab owns federal and common law trademark rights in its Family of XX Marks, its LUBRI-KLENZ mark and its SPARKLE mark in connection with products directed to food and beverage processing plants.

103. Defendant's use of the marks DRY TRAXX, LUBRICLEAN and SPARKLE in connection with products directed to food and beverage processing plants is likely to cause confusion in the trade as to the source of the products and is likely to lead consumers to believe Defendant is in some way connected with Ecolab.

104. Defendant's use of the label falsely stating that its product includes Teflon is likely to mislead consumers into believing that Defendant's products include Teflon.

105. Defendant's conduct, including but not limited to, the false statements on the DRY TRAXX label and use of confusingly similar trademarks, is likely to deceive customers and cause customer confusion in violation of Florida common law.

106. Defendant's conduct is willful and intentional.

107. As a result of Defendant's conduct described herein, Ecolab has sustained and will sustain irreparable injury for which no adequate remedy at law exists.

108. Further, as a direct and proximate result of Defendant's unlawful acts, Ecolab has been damaged in an amount to be proven at trial.

109. Ecolab is entitled to recover actual and punitive damages for Defendant's unfair competition.

**PRAYER FOR RELIEF**

WHEREFORE, Ecolab prays for judgment that:

A. United States Patent Nos. 7,741,257, 7,745,381, and 8,058,215 are valid and have been infringed by Defendant;

B. Defendant, its officers, agents, servants and employees and those persons in active concert or participation with any of them be enjoined from further infringing, contributing to the infringement, or inducing the infringement of United States Patent Nos. 7,741,257; 7,745,381; and 8,058,215;

C. An accounting be had for the damages arising out of Defendant's infringement of United States Patent Nos. 7,741,257; 7,745,381; and 8,058,215 including treble damages for willful infringement for United States Patent Nos. 7,741,257 and 7,745,381 as provided by 35 U.S.C. § 284, with interest;

D. Defendant, its officers, agents, servants and employees and those persons in active concert or participation with any of them be enjoined from continued use, importation, offer for sale, or sale of Defendant's products used to infringe said patents;

E. Ecolab be awarded its attorneys' fees, costs, and expenses in this action;

F. Defendant, its officers, agents, servants and employees and those persons in active concert or participation with any of them be enjoined from falsely claiming, representing, or implying that the DRY TRAXX product contains Teflon;

G. Ecolab be awarded monetary damages for all harm sustained as a result of Defendant's false advertising, including but not limited to statutory damages, lost profits, applicable pre and post judgment interest and costs, and attorneys' fees under 15 U.S.C. § 1117(a).

H. Defendant, its officers, agents, servants and employees and those persons in active concert or participation with any of them be enjoined from using in any manner packaging, labels, signs, literature, display cards, advertising, promotional materials or web sites bearing the DRY TRAXX, LUBRICLEAN and SPARKLE marks, or any other mark, word, or name confusingly similar to Ecolab's Family of XX Marks, LUBRI-KLENZ mark and SPARKLE mark.

I. Ecolab be awarded treble damages and attorneys' fees for Defendant's willful, deliberate, and intentional trademark infringement, unfair competition and false advertising;

J. Defendant acted in violation of the Florida Deceptive and Unfair Practices Act and awarding appropriate damages;

K. Defendant acted in violation of Florida Statute § 817.41 and awarding appropriate damages including punitive damages as provided for in Florida Statute § 817.41(6);

L. Defendant's acts constitute unfair competition under the common law of the State of Florida and awarding appropriate damages; and

M. Ecolab be awarded such other and further relief as this Court may deem necessary and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted December 8, 2011.

/s/Brian R. Gilchrist

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**CERTIFICATE OF FILING AND SERVICE**

I HEREBY CERTIFY that on December 8, 2011, I presented the foregoing to the Clerk of the Court for filing and uploading to the Case Management/Electronic Case Filing ("CM/ECF") system, which will send a notice of electronic filing to the following CM/ECF participants:

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