

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

REXAM PRESCRIPTION PRODUCTS INC.	) Case No.:
	) Judge
Plaintiff,	) <b>COMPLAINT WITH JURY DEMAND ENCLOSED HEREIN</b>
v.	)
PURECHOICE CORP.; and HIGH VISION CORPORATION	) Peter N. Lavalette (0063542) ) Robert C. Tucker (0084971) ) Robison, Curphey & O'Connell ) Ninth Floor, Four Seagate Defendants. Toledo, Ohio 43604 ) (419) 249-7900 ) (419) 249-7911 – facsimile ) plavalette@rcolaw.com ) rtucker@rcolaw.com ) ) Charles R. Hoffmann ) Glenn T. Henneberger ) Hoffmann & Baron, LLP ) 6900 Jericho Turnpike Suite 200 ) Syosset, New York 11791-4407 ) (516) 822-3550 ) (516) 822-3582 – facsimile ) crhdocket@hpiplaw.com ) gthdocket@hbiplaw.com ) ) Attorneys for Plaintiff Rexam Prescription Products Inc.

Plaintiff, Rexam Prescription Products Inc. by and for its Complaint against Defendants,  
PureChoice Corp. and High Vision Corporation alleges as follows:

## **THE PARTIES**

1. Rexam Prescription Products Inc. (hereinafter “Rexam”) is a corporation organized and existing under the laws of the State of Delaware, with a place of business at 1899 N. Wilkinson Way, Perrysburg, Ohio 43551.

2. Upon information and belief, PureChoice Corp. (hereinafter “PureChoice”) is a corporation organized and existing under the laws of the State of New Jersey with a principal place of business at 665 Newark Avenue, Suite 406, Jersey City, New Jersey 07306.

3. Upon information and belief, High Vision Corporation (hereinafter “High Vision”) is a corporation organized and existing under the laws of the State of New York with a principal place of business at 211 River Road, Clifton, New Jersey 07014.

## **JURISDICTION AND VENUE**

4. This is a civil action arising from PureChoice’s and High Vision’s infringement of Rexam’s patents and trademarks, unfair competition, and unauthorized use of Rexam’s Trade Dress embodied in its 1-Clic packaging design. Jurisdiction over the underlying controversy arises under the Patent Statutes, 35 U.S.C. § 271, *et seq.*, the Lanham Act, 15 U.S.C. § 1051, *et seq.* and Ohio State unfair competition laws.

5. Jurisdiction over the subject matter of the within Complaint is vested in the United States District Court pursuant to 28 U.S.C. § 1331 [general federal question jurisdiction] and 28 U.S.C. § 1338(a) [special federal question jurisdiction]. This Court has also jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1125.

6. Upon information and belief, this Court has personal jurisdiction over PureChoice because it, directly or through its agent(s), purposefully avails itself of the privilege of doing

business in this State, including but not limited to, by soliciting business in this State, by advertising its goods (including the infringing goods) to citizens of this State, and by shipping goods (including the infringing goods) to this State for eventual sale to or by Ohio residents. PureChoice knew or should have known prior to engaging in the infringing conduct that Rexam is a resident of this State, and, upon information and belief, knowingly committed the acts described herein for the purpose of causing harm to Rexam.

7. Upon information and belief, this Court has personal jurisdiction over High Vision because it, directly or through its agent(s), purposefully avails itself of the privilege of doing business in this State, including but not limited to, by soliciting business in this State, by advertising its goods (including the infringing goods) to citizens of this State, and by shipping goods (including the infringing goods) to this State for eventual sale to or by Ohio residents. High Vision knew or should have known prior to engaging in the infringing conduct that Rexam is a resident of this State, and, upon information and belief, knowingly committed the acts described herein for the purpose of causing harm to Rexam.

8. Venue is conferred in this judicial district with respect to each Defendant pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(b).

**COUNT I**  
**PATENT INFRINGEMENT OF U.S. PATENT NO. 5,899,348**

9. Rexam is the owner by assignment of all right, title, and interest in and to United States Patent No. 5,899,348 (hereinafter referred to as “the ‘348 Patent”) entitled, “Child Resistant Package”. A copy of the ‘348 Patent is attached hereto as Exhibit A.

10. The ‘348 Patent was duly and legally issued on May 4, 1999. The ‘348 Patent remains in full force and effect.

11. Rexam has and continues to distribute, market, and sell child resistant packaging covered by the claims of the '348 Patent.

12. On information and belief, Defendant PureChoice has made, used, imported, offered for sale and/or sold child resistant packaging under the product name Screw-N-Click™ Reversible Vials (hereinafter “the Accused Products”) covered by the claims in the '348 Patent.

13. On information and belief, the Accused Products are manufactured by Defendant High Vision and thereafter distributed by Defendant PureChoice.

14. On information and belief, PureChoice offers for sale and sells its products in this judicial district and throughout the United States. A copy of marketing materials obtained from PureChoice's website, [www.pcvials.com](http://www.pcvials.com), illustrating the Accused Products is attached hereto as Exhibit C.

15. The importation, use, manufacture, offer for sale and/or sale of the Accused Products by PureChoice in this judicial district and elsewhere in the United States constitutes direct infringement of the '348 Patent.

16. PureChoice's infringement of the '348 Patent has been in violation of Rexam's rights, and it is believed that PureChoice will continue to infringe Rexam's patent rights unless enjoined by this Court.

17. On information and belief, PureChoice's acts of infringement have been willful and deliberate, with full knowledge of Rexam's intellectual property rights in the '348 Patent.

18. As a result of PureChoice's infringement of the '348 Patent, Rexam has been

damaged and will continue to be damaged in an amount to be determined at trial. Rexam has suffered and will continue to suffer irreparable injury unless the infringing activities of PureChoice are enjoined.

19. By virtue of PureChoice's willful and deliberate infringement, this is an "exceptional case" within the meaning of 35 U.S.C. § 285.

20. On information and belief, Defendant High Vision has made, used, imported, offered for sale and/or sold child resistant packaging (hereinafter "the Accused Products") covered by the claims in the '348 Patent.

21. On information and belief, High Vision offers for sale and sells its products in this judicial district and throughout the United States. A photograph illustrating a sample infringing High Vision product is attached hereto as Exhibit D.

22. The importation, use, manufacture, offer for sale and/or sale of the Accused Products by High Vision in this judicial district and elsewhere in the United States constitutes direct infringement of the '348 Patent.

23. High Vision's infringement of the '348 Patent has been in violation of Rexam's rights, and it is believed that High Vision will continue to infringe Rexam's patent rights unless enjoined by this Court.

24. On information and belief, High Vision's acts of infringement have been willful and deliberate, with full knowledge of Rexam's intellectual property rights in the '348 Patent.

25. As a result of High Vision's infringement of the '348 Patent, Rexam has been

damaged and will continue to be damaged in an amount to be determined at trial. Rexam has suffered and will continue to suffer irreparable injury unless the infringing activities of PureChoice are enjoined.

26. By virtue of High Vision's willful and deliberate infringement, this is an "exceptional case" within the meaning of 35 U.S.C. § 285.

**COUNT II**  
**PATENT INFRINGEMENT OF U.S. PATENT NO. 5,711,442**

27. Rexam is the owner by assignment of all right, title, and interest in and to United States Patent No. 5,711,442 (hereinafter referred to as "the '442 Patent") entitled, "Child Resistant Package". A copy of the '442 Patent is attached hereto as Exhibit B.

28. The '442 Patent was duly and legally issued on January 27, 1998. The '442 Patent remains in full force and effect.

29. Rexam has and continues to distribute, market, and sell child resistant packaging covered by the claims of the '442 Patent.

30. On information and belief, Defendant PureChoice has made, used, imported, offered for sale and/or sold child resistant packaging under the product name Screw-N-Click Reversible Vials (hereinafter "the Accused Products") covered by the claims in the '442 Patent.

31. On information and belief, PureChoice offers for sale and sells its products in this judicial district and throughout the United States. A copy of marketing materials obtained from PureChoice's website, [www.pcvials.com](http://www.pcvials.com), illustrating the Accused Products is attached hereto as Exhibit C.

32. The importation, use, manufacture, offer for sale and/or sale of the Accused Products by PureChoice in this judicial district and elsewhere in the United States constitutes direct infringement of the '442 Patent.

33. PureChoice's infringement of the '442 Patent has been in violation of Rexam's rights, and it is believed that PureChoice will continue to infringe Rexam's patent rights unless enjoined by this Court.

34. On information and belief, PureChoice's acts of infringement have been willful and deliberate, with full knowledge of Rexam's intellectual property rights in the '442 Patent.

35. As a result of PureChoice's infringement of the '442 Patent, Rexam has been damaged and will continue to be damaged in an amount to be determined at trial. Rexam has suffered and will continue to suffer irreparable injury unless the infringing activities of PureChoice are enjoined.

36. By virtue of PureChoice's willful and deliberate infringement, this is an "exceptional case" within the meaning of 35 U.S.C. § 285.

37. On information and belief, Defendant High Vision has made, used, imported, offered for sale and/or sold child resistant packaging (hereinafter "the Accused Products") covered by the claims in the '442 Patent.

38. On information and belief, High Vision offers for sale and sells its products in this judicial district and throughout the United States. A photograph illustrating a sample infringing High Vision product is attached hereto as Exhibit D.

39. The importation, use, manufacture, offer for sale and/or sale of the Accused Products by High Vision in this judicial district and elsewhere in the United States constitutes direct infringement of the '442 Patent.

40. High Vision's infringement of the '442 Patent has been in violation of Rexam's rights, and it is believed that High Vision will continue to infringe Rexam's patent rights unless enjoined by this Court.

41. On information and belief, High Vision's acts of infringement have been willful and deliberate, with full knowledge of Rexam's intellectual property rights in the '442 Patent.

42. As a result of High Vision's infringement of the '442 Patent, Rexam has been damaged and will continue to be damaged in an amount to be determined at trial. Rexam has suffered and will continue to suffer irreparable injury unless the infringing activities of High Vision are enjoined.

43. By virtue of High Vision's willful and deliberate infringement, this is an "exceptional case" within the meaning of 35 U.S.C. § 285.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION**  
**(TRADE DRESS INFRINGEMENT) LANHAM ACT § 43(a); 15 U.S.C. § 1125(a)**

44. Rexam, through its predecessors, developed, manufactures and markets a pharmaceutical vial and closure having a unique appearance.

45. Rexam's current pharmaceutical vial and closure product is sold under the registered trademark 1-Clic<sup>®</sup>. A copy of marketing materials promoting the 1-Clic product is attached as Exhibit E.



46. For more than a decade, Rexam and its predecessors have been exclusively marketing and selling its unique pharmaceutical vial and closure.

47. Rexam's 1-Clic product has been extremely successful and well received in the marketplace for many years.

48. In view of the success of Rexam's 1-Clic product, the tremendous volume of sales of such products over many years and the distinctive appearance of the product, the 1-Clic product has become recognized by those in the marketplace as emanating from a single source, Rexam.

49. The distinctive appearance of Rexam's 1-Clic product includes ornamental features comprising proprietary and protectable trade dress which serves the purpose of identifying and distinguishing Rexam's 1-Clic products from those of its competitors (hereinafter "the Rexam Trade Dress").

50. Rexam is the owner of the Rexam Trade Dress.

51. Upon information and belief, PureChoice manufactures, imports, offers for sale and/or sells a pharmaceutical vial and closure product that is nearly identical in appearance to that of Rexam's 1-Clic product and infringes the Rexam Trade Dress. Marketing materials illustrating the PureChoice products at issue are attached as Exhibit C.

52. In view of the length of time Rexam has exclusively sold its 1-Clic product in the marketplace, and the large volume of products sold, there is a high likelihood that consumers will be confused into believing that the PureChoice Accused Products are somehow affiliated with and/or sponsored by Rexam in violation of Rexam's Trade Dress rights.

53. PureChoice's Accused Products are confusingly similar in appearance to Rexam's 1-Clic product with the intent to cause confusion, mistake and to deceive the public.

54. Upon information and belief, PureChoice knows or should have known that their products shown in Exhibit C would be imported into, and sold throughout the United States, including in this judicial district.

55. The importation, offer for sale and/or sale in the United States of the pharmaceutical vial and closure product shown in Exhibit C and manufactured and/or distributed by PureChoice constitutes infringement of the Rexam Trade Dress.

56. PureChoice's use of the Rexam Trade Dress on its pharmaceutical vial and closure product as shown in Exhibit C is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of PureChoice with Rexam, or as to the origin, sponsorship, or approval of PureChoice's goods, services, or commercial activities by Rexam. Such actions constitute trade dress infringement, unfair competition, false designation of origin, and palming off in violation of the Lanham Act § 43(a), 15 U.S.C. § 1125(a).

57. PureChoice's actions have caused, and will continue to cause, irreparable harm to Rexam unless permanently enjoined.

58. PureChoice has profited from their infringement to Rexam's Trade Dress and will continue to profit from it. PureChoice's actions are causing and will cause Rexam monetary damage in an amount to be determined at trial.

59. Rexam is entitled to an award of its reasonable attorneys' fees under 15 U.S.C. § 1117(a), this being an exceptional case.

60. Upon information and belief, High Vision manufactures, imports, offers for sale and/or sells a pharmaceutical vial and closure product that is nearly identical in appearance to that of Rexam's 1-Clic product and infringes the Rexam Trade Dress. A photograph illustrating the High Vision products at issue is attached as Exhibit D.

61. In view of the length of time Rexam has exclusively sold its 1-Clic product in the marketplace, and the large volume of products sold, there is a high likelihood that consumers will be confused into believing that the High Vision Accused Products are somehow affiliated with and/or sponsored by Rexam in violation of Rexam's Trade Dress rights.

62. High Vision's Accused Products are confusingly similar in appearance to Rexam's 1-Clic product with the intent to cause confusion, mistake and to deceive the public.

63. Upon information and belief, High Vision knows or should have known that their products shown in Exhibit D would be imported into, and sold throughout the United States, including in this judicial district.

64. The importation, offer for sale and/or sale in the United States of the pharmaceutical vial and closure product shown in Exhibit D and manufactured and/or distributed by High Vision constitutes infringement of the Rexam Trade Dress.

65. High Vision's use of the Rexam Trade Dress on its pharmaceutical vial and closure product as shown in Exhibit D is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of High Vision with Rexam, or as to the origin, sponsorship, or approval of High Vision's goods, services, or commercial activities by Rexam. Such actions constitute trade dress infringement, unfair competition, false designation

of origin, and palming off in violation of the Lanham Act § 43(a), 15 U.S.C. § 1125(a).

66. High Vision's actions have caused, and will continue to cause, irreparable harm to Rexam unless permanently enjoined.

67. High Vision has profited from their infringement to Rexam's Trade Dress and will continue to profit from it. High Vision's actions are causing and will cause Rexam monetary damage in an amount to be determined at trial.

68. Rexam is entitled to an award of its reasonable attorneys' fees under 15 U.S.C. § 1117(a), this being an exceptional case.

**COUNT IV**  
**COMMON LAW UNFAIR COMPETITION**

69. Rexam repeats and realleges the allegations set forth in paragraphs 44 - 68 as if set forth herein in their entirety.

70. PureChoice's use of the Rexam Trade Dress on their pharmaceutical vial and closure product as shown in Exhibit C is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of PureChoice with Rexam, or as to the origin, sponsorship, or approval of PureChoice's goods, services, or commercial activities by Rexam. Such actions constitute unfair competition.

71. PureChoice's actions have caused, and will continue to cause, irreparable harm to Rexam unless permanently enjoined.

72. PureChoice has profited from its infringement of the Rexam Trade Dress and will continue to profit from it. PureChoice's actions are causing and will cause Rexam monetary

damage in an amount to be determined at trial.

73. High Vision's use of the Rexam Trade Dress on their pharmaceutical vial and closure product as shown in Exhibit D is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of High Vision with Rexam, or as to the origin, sponsorship, or approval of High Vision's goods, services, or commercial activities by Rexam. Such actions constitute unfair competition.

74. High Vision's actions have caused, and will continue to cause, irreparable harm to Rexam unless permanently enjoined.

75. High Vision has profited from its infringement of the Rexam Trade Dress and will continue to profit from it. High Vision's actions are causing and will cause Rexam monetary damage in an amount to be determined at trial.

**COUNT V**  
**DECEPTIVE TRADE PRACTICES**  
**IN VIOLATION OF OHIO REV. CODE §§ 4165.01 – 0.04**

76. Rexam repeats and realleges the allegations set forth in paragraphs 44 - 68 as if set forth herein in their entirety.

77. This claim arises under Ohio Rev. Code §§ 4165.01-0.04.

78. PureChoice's intentional and willful acts as alleged above constitute deceptive trade practices pursuant to Ohio Rev. Code § 4165.02, in that PureChoice's use of the Rexam Trade Dress amounts to passing off of its products as those of Rexam; causes likelihood of confusion or misunderstanding as to the source, sponsorship, or approval of PureChoice's goods; and causes likelihood of confusion or misunderstanding as to PureChoice's affiliation, connection, or association with Rexam.

79. High Vision's intentional and willful acts as alleged above constitute deceptive trade practices pursuant to Ohio Rev. Code § 4165.02, in that High Vision's use of the Rexam Trade Dress amounts to passing off of its products as those of Rexam; causes likelihood of confusion or misunderstanding as to the source, sponsorship, or approval of High Vision's goods; and causes likelihood of confusion or misunderstanding as to High Vision's affiliation, connection, or association with Rexam.

**COUNT VI**  
**FEDERAL TRADEMARK INFRINGEMENT**

80. Rexam is the owner of U.S. Trademark Registration No. 2,390,565 (the '565 registration) for the mark 1-Clic as applied to plastic prescription vials and closures. A printout from the U.S. Patent and Trademark Office database showing the particulars of the '565 Registration is attached as Exhibit F.

81. Through long and continuous use, Rexam has developed a considerable amount of goodwill and favorable reputation in the 1-Clic trademark.

82. The Rexam 1-Clic trademark, and the goodwill of the business associated with it are of great and incalculable value, is highly distinctive and arbitrary, and has become universally associated in the public mind with pharmaceutical vial products of the very highest quality emanating from Rexam.

83. Without Rexam's authorization or consent, and having knowledge of Rexam's well-known and prior rights in the 1-Clic trademark, PureChoice has advertised, marketed, offered for sale and/or sold pharmaceutical vial products under the infringing Screw-N-Click trademark in direct competition with Rexam and affecting interstate commerce.

84. PureChoice's use of the Screw-N-Click trademark on identical goods to those marketed and distributed by Rexam under the 1-Clic trademark is likely to cause confusion, mistake and deception of the public in that the public is likely to believe that PureChoice's pharmaceutical vial products originate with or are sponsored by or in some other way are connected with Rexam.

85. PureChoice's aforesaid activities constitute infringement of Rexam's 1-Clic trademark pursuant to 15 U.S.C. § 1114.

86. Rexam is without remedy at law and PureChoice's infringing activities will continue unless enjoined by this Court.

**COUNT VII**  
**FALSE DESIGNATION OF ORIGIN**

87. Rexam repeats and realleges the allegations set forth in paragraphs 80 - 86 as if set forth herein in their entirety.

88. Pure-Choice's aforesaid activity with respect to the Screw-N-Click products constitutes introduction into commerce of a false designation of origin, or false description or representation of the origin or sponsorship of their products in violation of 15 U.S.C. § 1125(a).

89. Rexam believes it is being damaged by PureChoice's aforesaid conduct.

90. Rexam is without a remedy at law and PureChoice's activities will continue unless enjoined by this Court.

**COUNT VIII**  
**COMMON LAW INFRINGEMENT AND UNFAIR COMPETITION**

91. Rexam repeats and realleges the allegations set forth in paragraphs 80 - 86 as if set forth herein in their entirety.

92. Rexam owns and enjoys common law rights in the 1-Clic trademark, which rights are superior to any rights which PureChoice may claim.

93. The sale by PureChoice of the accused products described hereinabove bearing the Screw-N-Click trademark constitutes unfair competition in violation of 15 U.S.C. § 1125 and is likely to cause confusion as to the source of origin of such products in that purchasers thereof will be likely to associate or have associated such products as originating or associated with Rexam.

94. Rexam is without a remedy at law and PureChoice's activities will continue



unless enjoined by this Court.

**DEMAND FOR A JURY TRIAL**

95. Pursuant to Fed.R.Civ.P. 38(b) and N.D. Ohio Civ.R. 38.1, Rexam hereby demands a trial by jury on all issues so triable.

**PRAYER AND RELIEF**

PREMISES CONSIDERED, Rexam respectfully prays that the Court enter:

- A. Judgment for Rexam on its causes of action for patent infringement;
- B. Preliminary and permanent injunction enjoining PureChoice, its officers, directors, agents and employees and all those in active concert or participation with them who receive actual notice of the judgment by personal service or otherwise, from making, using, importing, offering for sale, and selling their Screw-N-Click pharmaceutical vial products and from otherwise infringing the '348 Patent and the '442 Patent;
- C. An award of compensatory and punitive damages to Rexam by reason of the wrongs committed by PureChoice, including an award of increased damages pursuant to 35 U.S.C. § 284, for PureChoice's willful and deliberate patent infringement;
- D. Preliminary and permanent injunction enjoining High Vision, its officers, directors, agents and employees and all those in active concert or participation with them who receive actual notice of the judgment by personal service or otherwise, from making, using, importing, offering for sale, and selling their pharmaceutical vial products as shown in Exhibit D and from otherwise infringing the '348 Patent and the '442 Patent;
- E. An award of compensatory and punitive damages to Rexam by reason of the wrongs committed by High Vision, including an award of increased damages pursuant to 35 U.S.C. § 284, for High Vision's willful and deliberate patent infringement;
- F. An award of costs of this action together with Rexam attorney's fees pursuant to 35 U.S.C. § 285;

G. Judgment that Rexam's Trade Dress associated with its 1-Clic pharmaceutical vial and closure product is valid and enforceable;

H. Judgment that PureChoice's importation, offer for sale and/or sale in the United States of their Screw-N-Click pharmaceutical vial products as shown in Exhibit C is likely to cause confusion with the Rexam Trade Dress and results in unfair competition and trade dress infringement in violation of the Lanham Act and common law unfair competition;

I. Judgment preliminarily and permanently enjoining and restraining the PureChoice, their officers, agents, subsidiaries, servants, partners, employees, attorneys and all others in active concert or participation with them, from the manufacture, importation, distribution, offering for sale, sale, advertising and/or promotion in the United States of its Screw-N-Click pharmaceutical vial product having a trade dress that is confusingly similar to that of the Rexam Trade Dress;

J. Judgment that High Vision's importation, offer for sale and/or sale in the United States of their pharmaceutical vial products as shown in Exhibit D is likely to cause confusion with the Rexam Trade Dress and results in unfair competition and trade dress infringement in violation of the Lanham Act and common law unfair competition;

K. Judgment preliminarily and permanently enjoining and restraining the High Vision, their officers, agents, subsidiaries, servants, partners, employees, attorneys and all others in active concert or participation with them, from the manufacture, importation, distribution, offering for sale, sale, advertising and/or promotion in the United States of its pharmaceutical vial product as shown in Exhibit D having a trade dress that is confusingly similar to that of the Rexam Trade Dress;

L. Judgment requiring High Vision to account for and pay to Rexam an award of

compensatory damages;

M. Award Rexam a judgment against each of PureChoice and High Vision for three (3) times their damages under the Lanham Act, 15 U.S.C. § 1117(a);

N. Award Rexam its attorneys' fees, costs and expenses under the Lanham Act, 15 U.S.C. § 1117(a);

O. Permanently enjoining PureChoice, its officers, agents, servants, employees and attorneys and all those persons in active concert or participation with them who receive actual notice of the Order by personal service or otherwise, from using the Screw-N-Click trademark, or any other term, trade name, trademark, or service mark confusingly similar to the Rexam 1-Clic Trademark in connection with PureChoice's pharmaceutical vial products, including any packaging and promotional materials therefor;

P. Awarding to Rexam as against PureChoice actual damages and PureChoice's wrongful profits;

Q. Awarding to Rexam as against PureChoice the cost of suit including reasonable attorneys' fees;

R. Requiring PureChoice to deliver up for destruction all tangible items bearing the Screw-N-Click trademark, including without limitation, the following: brochures, packaging, flyers, advertisements, signs, and labels (and to recall for such purpose any such products and

materials in the possession, custody or control of any other person) and to remove any references to the Screw-N-Click trademark from the Internet; and

S. Award Rexam such other and further general, injunctive and equitable relief as the Court may deem just and proper.

Respectfully submitted,

Dated: December 10, 2012

/s/ Peter N. Lavalette

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