

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TYPENEX MEDICAL, LLC,

Plaintiff,

v.

PRECISION DYNAMICS CORPORATION,

Defendant.

Case No.

Jury Trial Demanded

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Typenex Medical, LLC (“Typenex”), makes the following claims for relief against the Defendant, Precision Dynamics Corporation (“PDC”), as follows:

THE NATURE OF THE LAWSUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code § 1 *et seq.* This Court has exclusive jurisdiction over the subject matter of the Complaint for Patent Infringement under 28 U.S.C. §§ 1331 and 1338(a).

THE PARTIES

2. The plaintiff, Typenex Medical, LLC, is a limited liability company with its principal place of business at 303 East Wacker Drive, Suite 1030, Chicago, IL 60601.

3. Typenex is a leading designer and supplier of identification bands such as blood bands and alert bands that are used for patient identification, blood transfusions and patient alerts by hospitals and healthcare facilities throughout the United States and abroad. For example, Typenex designs and supplies blood bands which are used to safely ensure that the right blood goes to the right person in a blood transfusion procedure. Typenex also designs and supplies alert

bands that notify health care providers of a patient's special needs. Typenex designs and supplies identification bands that allow hospitals and healthcare providers to keep track of patients, the care they need and the care they are provided.

4. The defendant, Precision Dynamics Corporation ("PDC"), is a California corporation with its principal place of business located at 27770 North Entertainment Dr., Ste. 200, Valencia, California 91355.

5. PDC is a direct competitor of Typenex in the field of identification bands.

6. PDC has copied the patented features of Typenex's identification bands.

7. PDC has actively monitored Typenex's business activities and Typenex's website, and particularly those relating to Typenex's successful identification bands covered by Typenex's intellectual property.

THE TYPENEX PATENTS-IN-SUIT

8. On November 3, 2015, United States Patent No. 9,177,107 B2, entitled, "Recipient Verification System With Permanent Identifier Having Embedded Machine Readable Code Verification And Methods of Use, Including Recipient Identification" (hereinafter, "the '107 Patent"), was duly and legally issued by the United States Patent and Trademark Office. A copy of the '107 Patent is attached as Exhibit A.

9. Typenex is the owner by assignment of all right, title and interest in and to the '107 Patent. Typenex has the exclusive right to license and enforce the '107 Patent and to collect damages for infringement, and has standing to sue for infringement of the '107 Patent.

10. The '107 Patent relates to a recipient verification system, such as a patient identification wristband, that is designed with two band identifiers, a permanent band identifier and a removable band identifier. The two band identifiers include both human readable and

machine readable code with similar information, but the permanent band identifier has a verification code that the removable band identifier does not. The verification code allows a health care provider to confirm whether the permanent band identifier (which stays attached to the patient), or the removable band identifier, was scanned. This invention is particularly useful in blood transfusion procedures where it is critical to accurately track the blood type of the patient to ensure that the correct blood is used in the transfusion.

11. On April 15, 2014, United States Patent Number 8,695,256 B2, entitled, “Recipient Verification System and Methods Of Use, Including Recipient Identification,” (hereinafter, “the ‘256 Patent”), was duly and legally issued by the United States Patent and Trademark Office. A copy of the ‘256 Patent is attached as Exhibit B.

12. Typenex is the owner by assignment of all right, title and interest in and to the ‘256 Patent. Typenex has the exclusive right to license and enforce the ‘256 Patent and to collect damages for infringement, and has standing to sue for infringement of the ‘256 Patent.

13. The ‘256 Patent relates to a recipient verification system comprising a primary band and a secondary band, whereby the primary band is configured to provide a primary worn state, and the secondary band in combination with portions of the primary band are configured to provide a replacement worn state. This invention is particularly useful in that it allows the primary identification band to be reattached if it has to be removed from the patient for any reason.

JURISDICTION AND VENUE

14. This Court has personal jurisdiction over PDC by virtue of its tortious acts of patent infringement which have been committed in the State of Illinois and in this Judicial District, and by virtue of its transaction of business in the State of Illinois.

15. PDC sells and offers for sale identification bands and blood bands in this Judicial District and has sold, offered for sale, advertised and marketed the products accused of infringing the '107 Patent and the '256 Patent in this Judicial District, including without limitation, the Securline® Bar Code Blood Band line of products, the Securline® VeriDigit® Bar Code Blood Band line of products and the Xtender Band™. PDC markets, sells and offers for sale these and other products in this Judicial District through its website, www.pdc.healthcare.com, that are accessible to residents of Illinois and this Judicial District. Residents of Illinois and this Judicial District can purchase the products accused of infringement in this case through the www.pdc.healthcare.com website. PDC accepts payment for its product through, among other ways, wire transfer to its bank that is located in Chicago, IL, specifically, BMO Harris Central N.A., 111 West Monroe Street, Chicago, IL 60603. As such, PDC is doing business in this Judicial District; has purposefully availed itself of the privilege of conducting business within this Judicial District; has established sufficient minimum contacts with Illinois such that it should reasonably and fairly anticipate being hailed into court in Illinois; has purposefully reached out to and directed activities at residents of Illinois; and at least a portion of the patent infringement claims alleged herein arise out of or is related to one of the foregoing activities.

16. PDC also markets, sells and offers for sale its products, including its products accused of infringement in this case, to customers that reside in Illinois and this Judicial District such as Medline Industries, Inc.

17. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b).

COUNT I
PDC'S INFRINGEMENT OF THE '107 PATENT

18. Typenex realleges and incorporates by reference as if fully set forth herein the allegations contained in paragraphs 1 through 17.

19. Defendant PDC has infringed, and continues to infringe, directly and indirectly, at least claim 1 of the '107 Patent, either literally or under the doctrine of equivalents, by using, selling, offering for sale in the United States, or importing into the United States, identification bands that infringe at least claim 1 of the '107 Patent.

20. Defendant PDC has used, sold, offered for sale or imported into the United States infringing products under the tradename "Securline® VeriDigit®," including at least the following product names and product part numbers:

- a. SECURLINE® VERIDIGIT® BARCODE BLOOD WRISTBAND POLY SYNTHETIC SHIELD WITH BAR CODE LABELS 1 1/4" X 11" ADULT/PEDI - 150 BANDS PER BOX (Product Part #s: 2437-14-PDB; 2437-16-PDB; 2437-17-PDB; 2437-18-PDB; 2437-22-PDB; 2437-26-PDB); and
- b. SECURLINE® VERIDIGIT® BARCODE BLOOD WRISTBAND POLY SYNTHETIC HYBRID, SERIALIZED BARCODE WRITE-ON/LABEL WITH SHIELD, LARGE FONT 3/5" X 11" ADULT/PEDI - 150 BANDS PER BOX (Product Part #s: 2438-14-PDB; 2438-16-PDB; 2438-17-PDB; 2438-18-PDB; 2438-22-PDB; 2438-26-PDB).

(hereafter the "Securline® VeriDigit® Bar Code Blood Wristbands").

21. PDC has used the Securline® VeriDigit® Barcode Blood Wristbands in the United States during the term of the '107 Patent.

22. PDC has offered for sale the Securline® VeriDigit® Barcode Blood Wristbands in the United States during the term of the '107 Patent.

23. PDC has sold the Securline® VeriDigit® Barcode Blood Wristbands in the United States during the term of the '107 Patent.

24. PDC has imported the Securline® VeriDigit® Barcode Blood Wristbands into the United States during the term of the '107 Patent.

25. The Securline® VeriDigit® Barcode Blood Wristbands comprise a band.

26. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier.

27. The Securline® VeriDigit® Barcode Blood Wristbands include a strap.

28. The Securline® VeriDigit® Barcode Blood Wristbands include at least one label displaying a removable band identifier.

29. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier and removable band identifier that both include identical human readable code.

30. The Securline® VeriDigit® Barcode Blood Wristbands include a removable band identifier that has a machine readable code and human readable code, and the machine readable code embodies information identical to the human readable code.

31. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes a machine readable code.

32. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes a machine readable code and human readable code, and the machine readable code embodies information identical to the human readable code and verification code.

33. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent bar code ID that contains an embedded prefix and suffix code that when scanned, ensures that staff verified the patient at bedside.

34. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes a machine readable code and a human readable code, and the machine readable code embodies information identical to the human readable code and an embedded prefix and suffix code that is not included in the human readable code.

35. The Securline® VeriDigit® Barcode Blood Wristbands include a removable band identifier that includes a machine readable code and the information embodied by that machine readable code does not include a verification code.

36. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier and a removable band identifier that differ in that the machine readable code for the permanent band identifier includes a verification code whereas the removable band identifier does not include a verification code.

37. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes an identification code section and at least one verification code section.

38. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier which, in turn, includes at least one verification code section that represents in machine readable format a letter.

39. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes a machine readable code which, in turn, includes a first verification code section and a second verification code section.

40. The Securline® VeriDigit® Barcode Blood Wristbands include a permanent band identifier that includes a machine readable code section that comprises, in order, a first verification code section followed by an identification code section which is then followed by a second verification code section.

41. PDC provides instructions for the use of its The Securline® VeriDigit® Barcode Blood Wristbands.

42. PDC intends for users of its Securline® VeriDigit® Barcode Blood Wristbands to follow the instructions for use provided by PDC.

43. Customers of PDC's Securline® VeriDigit® Barcode Blood Wristbands actually follow the instructions for use provided by PDC to use Securline® VeriDigit® Barcode Blood Wristbands.

44. PDC has infringed and continues to infringe at least claim 1 of the '107 Patent under 35 U.S.C. § 271(a) by using, selling, offering for sale and importing into the United States the Securline® VeriDigit® Barcode Blood Wristbands, and any other verification bands with different model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands.

45. PDC has actively induced infringement of at least claim 1 of the '107 Patent under 35 U.S.C. § 271(b) by, among other things, providing, encouraging, instructing and aiding others to use Securline® VeriDigit® Barcode Blood Wristbands, and any other verification bands with different model names and part numbers but with the same or substantially the same functionalities

as the Securline® VeriDigit® Barcode Blood Wristbands. Such direct infringers include healthcare providers at hospitals and healthcare facilities who use the Securline® VeriDigit® Barcode Blood Wristbands in identifying and treating patients. PDC has had actual notice of its infringement of the '107 Patent by no later than the filing of this Complaint For Patent Infringement, and has acted with specific intent to induce infringement. As outlined above, Typenex and PDC are competitors in the field of identification bands and, as outlined below, Typenex has complied with the marking requirements of 35 U.S.C. § 287 with respect to the '107 Patent. Upon information and belief, as a competitor, PDC monitors patents issued to Typenex. PDC also monitors Typenex's website and, as outlined below, Typenex has virtually marked the '107 Patent on its website.

46. PDC has contributed to infringement of at least claim 1 of the '107 Patent under 35 U.S.C. § 271(c) by, among other things, selling and providing the Securline® VeriDigit® Barcode Blood Wristbands, and any other verification bands with different model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands, and encouraging, instructing and aiding others to use these accused products in an infringing manner. PDC has engaged in these activities knowing that these accused products are especially made and adapted for use, and are in fact used, in a manner that constitutes infringement of the '107 Patent.

47. The Securline® VeriDigit® Barcode Blood Wristbands, and any other verification bands with different model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands, constitute material parts of the inventions described and claimed in the '107 Patent. Moreover, these accused products are

not staple articles or commodities of commerce that are suitable for substantial non-infringing uses.

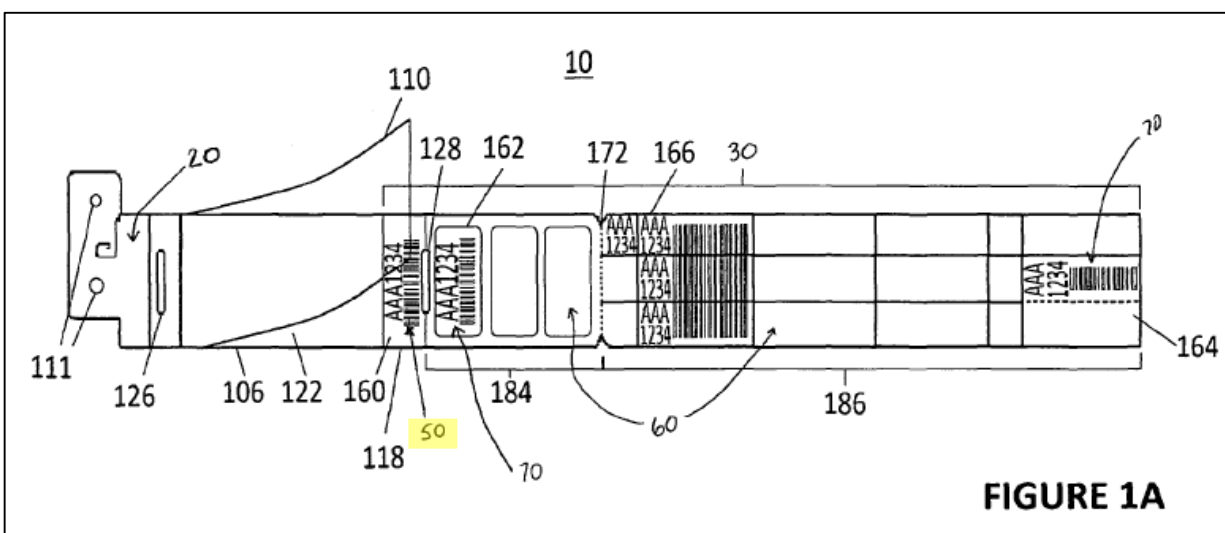
48. Typenex has complied with the marking and notice requirements of 35 U.S.C. § 287 with respect to the ‘107 Patent.

49. PDC's infringement has injured, and continues to injure, Typenex.

50. As noted above, PDC has actively monitored Typenex's website and business activities, including those relating to Typenex's successful identification band business. Typenex has virtually marked the '107 Patent on its website since the '107 Patent issued.

51. PDC has also copied numerous patented features of Typenex's CheckDigit™ Blood Band which is a commercial embodiment of the '107 Patent. For example, PDC copied the exact same verification system that is used on Typenex's CheckDigit™ Blood Band, including copying the same prefix and suffix lettering system to provide a verification code on the permanent band identifier.

52. Shown below is Figure 1A of the ‘107 Patent, which depicts the permanent band identifier at number 50:



53. Shown below is promotional literature for Typenex's CheckDigit™ Blood Band, which shows that the verification code on that blood band consists of an "S" prefix and a "W" suffix:



Typenex Promotional Literature for CheckDigit™ Band, AN-1103-0071

54. Shown below is one of PDC's Securline® VeriDigit Barcode Blood Bands from its literature stating "[t]he permanent bar code ID contains an embedded prefix and suffix code when scanned, ensuring staff verified the patient at bedside":

Securine® VeriDigit™ Bar Code Blood Band

NEW!

The Securine® VeriDigit™ Blood Band Wristband is specially designed to support the Cerner Bridge Transfusion Administration system. VeriDigit™ helps ensure positive patient identification prior to transfusion at the patient's bedside. If any other blood bank ID bar code is scanned, such as a bar code sticker from the patient's chart or transfusion order, the Bridge system issues an alert.

- Securine® VeriDigit™ wristband features a special permanent bar code that must be scanned by the transfusionist as part of the Cerner Bridge Transfusion Administration workflow

- The permanent bar code ID contains an embedded prefix and suffix code when scanned, ensuring staff verified the patient at bedside
- Large, easy-to-read blood bank ID numbers and crisp bar codes
- GS1-128 bar coding symbology
- Adhesive peel-off tail with matching bar code labels directly to draw tubes
- Reattachable, using our Xtender® Band 5062

2438--PDB VeriDigit™ Narrow**

Exclusively Designed for the Cerner Bridge Transfusion Administration

Source: <http://img.pdchealthcare.com/media/literature/pdf/BloodID.pdf>. When scanning the permanent bar code of the Securline® VeriDigit™ Bar Code Blood Band, the prefix is an “S” and the suffix is a “W,” just like Typenex’s verification code.

55. Despite having knowledge of the ‘107 Patent, copying Typenex’s patent-protected identification band products and having knowledge of its direct and indirect infringement of the ‘107 Patent, PDC has continued its unlicensed and unauthorized practice of the ‘107 Patent without regard to Typenex’s rights. This infringement has continued despite an objectively high likelihood that PDC’s actions would constitute infringement of the ‘107 Patent. This objectively high likelihood of infringement has either been known to PDC, or is so obvious that it should have been known to PDC. To date, PDC has not presented any competent advice of counsel upon which it relies; nor has it presented any reasonable defense of non-infringement, invalidity, or unenforceability. PDC’s infringement of the ‘107 Patent under 35 U.S.C. § 271 is therefore willful, deliberate, and objectively reckless.

56. Typenex is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.

57. Typenex will continue to be injured unless and until this Court enters an injunction prohibiting further infringement, inducement of infringement and contributory infringement.

COUNT II
PDC'S INFRINGEMENT OF THE '256 PATENT

58. Typenex realleges and incorporates by reference as if fully set forth herein the allegations contained in paragraphs 1 through 57.

59. Defendant PDC has infringed, and continues to infringe, directly and indirectly, at least claim 1 of the '256 Patent, either literally or under the doctrine of equivalents, by using, selling, offering for sale in the United States, or importing into the United States, identification bands that infringe at least claim 1 of the '256 Patent.

60. Defendant PDC has used, sold, offered for sale or imported into the United States infringing products, including:

- a. the "Securline® VeriDigit® Bar Code Blood Wristbands" (defined above);
- b. the "Xtender Band™" tradename products which include at least the following product name and product part number: XTENDER BAND™ WRISTBAND POLY X10 ADULT WHITE - 250 PER BOX (Product Part #: 5062-11-PDJ) (hereafter the "Xtender Band™"); and
- c. the Secureline® tradename products which include at least the following product names and product part numbers (hereafter the "Secureline® Bar Code Blood Wristbands"):
 - o SECURLINE® BLOOD WRISTBAND POLY SYNTHETIC HYBRID, SERIALIZED BARCODE WRITE-ON/LABEL WITH SHIELD, LARGE FONT 3 1/4" X 11" ADULT 150 BANDS PER

- BOX (Product Part #s: 2431-14-PDB; 2431-16-PDB; 2431-17-PDB; 2431-18-PDB; 2431-22-PDB; 2431-26-PDB);
- SECURLINE® BLOOD WRISTBAND POLY SYNTHETIC HYBRID, BARCODE TAIL WITH ALPHA NUMERIC LABELS ON BAND 3 1/4" X 11" ADULT - 150 BANDS PER BOX (Product Part #s: 2432-14-PDB; 2432-16-PDB; 2432-22-PDB);
 - SECURLINE® BLOOD WRISTBAND POLY SYNTHETIC HYBRID, BARCODE TAIL WITH BARCODE AND ALPHA NUMERIC LABELS ON BAND 3 1/4" X 11" ADULT - 150 BANDS PER BOX (Product Part #s: 2433-14-PDB; 2433-16-PDB; 2433-22-PDB);
 - SECURLINE® BLOOD WRISTBAND POLY SYNTHETIC NARROW SHIELD WITH BARCODE LABELS 3/5" X 11" ADULT/PEDI - 150 BANDS PER BOX (Product Part #s: 2435-14-PDB; 2435-16-PDB; 2435-17-PDB; 2435-18-PDB; 2435-22-PDB; 2435-26-PDB);
 - SECURLINE® BLOOD WRISTBAND POLY SYNTHETIC NARROW CONDENSED SHIELD WITH BARCODE LABELS 3/5" X 11" ADULT/PEDI - 150 BANDS PER BOX (Product Part #s: 2436-14-PDB; 2436-16-PDB; 2436-17-PDB; 2436-18-PDB; 2436-22-PDB; 2436-26-PDB); and
 - SECURLINE® BARCODE BLOOD WRISTBAND POLY SYNTHETIC NARROW SHIELD WITH BARCODE

EXTENDED LABEL 3/5" X 11" ADULT/PEDI - 150 BANDS
PER BOX (Product Part #: 2439-14-PDB; 2439-16-PDB; 2439-
17-PDB; 2439-18-PDB; 2439-22-PDB; 2439-26-PDB).

61. PDC has used the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ to provide a reattachable band in the United States during the term of the '256 Patent.

62. PDC has offered for sale the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ to provide a reattachable band in the United States during the term of the '256 Patent.

63. PDC has sold the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ to provide a reattachable band in the United States during the term of the '256 Patent.

64. PDC has imported into the United States the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ to provide a reattachable band in the United States during the term of the '256 Patent.

65. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ is a recipient verification system comprising a primary band and a secondary band.

66. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band.

67. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes a base that defines a band identification portion for displaying a recipient identifier.

68. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes first and second slots formed through a thickness of the band.

69. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes a strap.

70. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes a strap defining a first end, a second end opposite the first end, and an intermediate segment between the first and second ends, wherein the first end is contiguously formed with the base such that the strap extends from the base to the second end.

71. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes a base, a strap and a closure device attached to the base opposite the first end of the strap.

72. The Xtender BAND™ is a band provided apart from the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands.

73. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands include a band that includes a strap and is configured to provide a primary worn state in which an intermediate segment of the strap is looped about a recipient's appendage and is secured relative to a base by a closure device independent of slots formed through a thickness of the band.

74. The Xtender BAND™ is band that is configured to provide a replacement worn state by being looped about a recipient's appendage and can be assembled to the base of the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands

via slots formed in the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands.

75. PDC provides instructions for using the Xtender BAND™ as a reattachment band with the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands. See, for example, How To Apply Securline® Bar Code Blood Band Hybrid, PDC's website at <http://www.pdchealthcare.com/resources/videos/securline-bar-code-blood-band-hybrid.html> and How To Apply the Securline® Bar Code Blood Band Narrow (and Handwritten Patient Info), PDC's website at, <http://www.pdchealthcare.com/resources/videos/securline-bar-code-blood-band-narrow.html>.

76. PDC intends for users of its Xtender BAND™ with the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands to follow the instructions for using the Xtender BAND™ as a reattachment band.

77. PDC has infringed and continues to infringe at least claim 1 of the '256 Patent under 35 U.S.C. 271 (a) by using, selling, offering for sale and/or importing into the United States the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ as a reattachment band, and by using, selling, offering for sale and/or importing into the United States any other bands with different model names and part numbers but with the same or substantially the same functionalities as the the Securline® VeriDigit® Barcode Blood Wristbands, the Securline® Barcode Blood Wristbands and the Xtender BAND™.

78. PDC has actively induced infringement of at least claim 1 of the '256 Patent under 35 U.S.C. § 271(b) by, among other things, providing, encouraging, instructing and aiding others to use the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ as a reattachment band, and any other bands with different

model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands, the Securline® Barcode Blood Wristbands and the Xtender BAND™. Such direct infringers include healthcare providers at hospitals and healthcare facilities who use the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ as a reattachment band while treating patients. PDC has had actual notice of its infringement of the ‘256 Patent by no later than the filing of this Complaint for Patent Infringement, and has acted with specific intent to induce infringement. As outlined above, Typenex and PDC are competitors in the field of identification bands and, as outlined below, by no later than July, 2015, Typenex has complied with the marking requirements of 35 U.S.C. § 287 with respect to the ‘256 Patent. Upon information and belief, as a competitor, PDC monitors patents issued to Typenex. PDC also monitors Typenex’s website and, as outlined below, Typenex has virtually marked the ‘256 Patent on its website.

79. PDC has contributed to infringement of at least claim 1 of the ‘256 Patent under 35 U.S.C. 271 (c) by, among other things, selling and providing the Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender ® Band as a reattachment band, and any other bands with different model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands, the Securline® Barcode Blood Wristbands and the Xtender BAND™, and encouraging, instructing, and aiding others to use the these accused products in an infringing manner. PDC has engaged in these activities knowing that these accused products are especially made and adapted for use, and are in fact used, in a manner that constitutes infringement of the ‘256 Patent.

80. The Securline® VeriDigit® Barcode Blood Wristbands and the Securline® Barcode Blood Wristbands with the Xtender BAND™ as a reattachment band, and any other bands with different model names and part numbers but with the same or substantially the same functionalities as the Securline® VeriDigit® Barcode Blood Wristbands, the Securline® Barcode Blood Wristbands and the Xtender BAND™, constitute a material part of the inventions described and claimed in the '256 Patent. Moreover, these accused products are not staple articles or commodities of commerce that are suitable for substantial non-infringing uses.

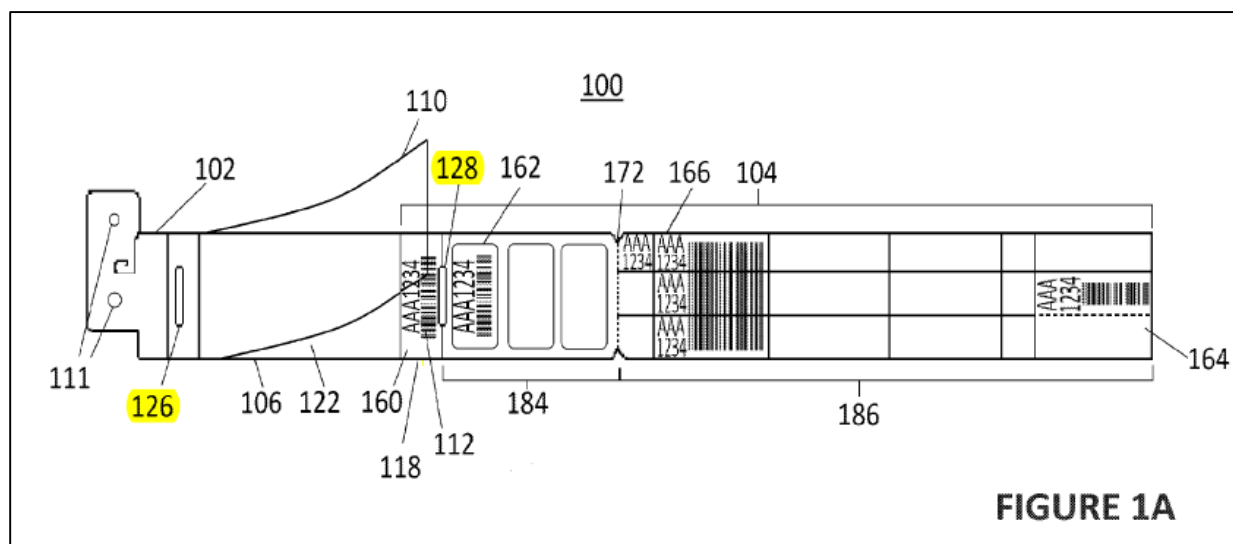
81. By no later than July 2015, Typenex complied with the marking and notice requirements of 35 U.S.C. § 287 with respect to the '256 Patent.

82. PDC's infringement has injured, and continues to injure, Typenex.

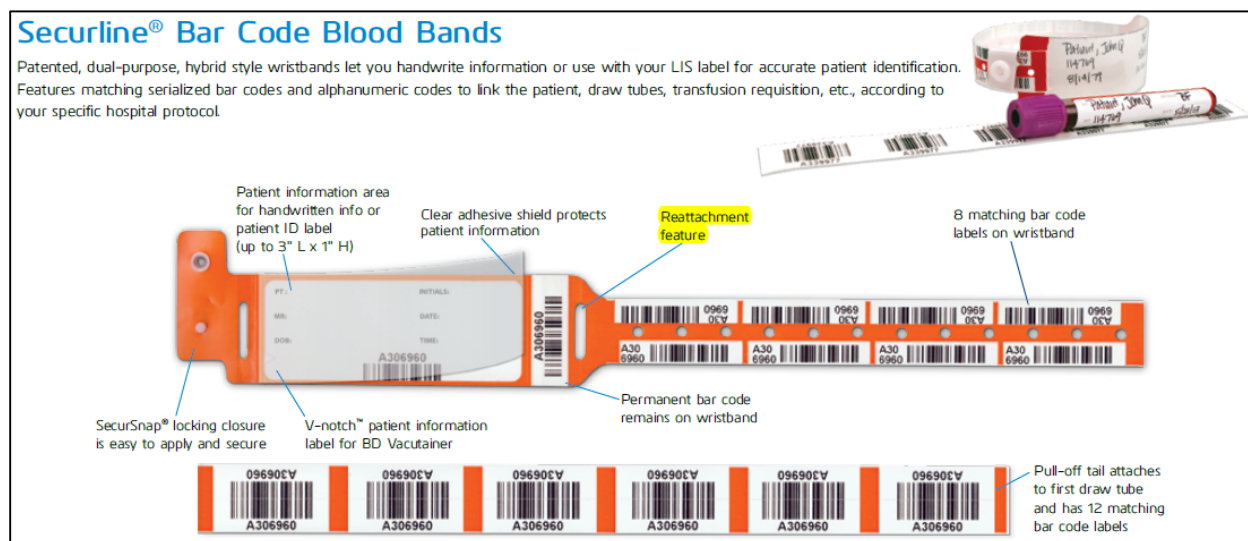
83. As noted above, PDC has actively monitored Typenex's website and business activities, including those relating to Typenex's successful identification band business. Typenex has virtually marked the '256 Patent on its website since no later than July 2015.

84. PDC has also copied a number of patented features of Typenex's R3™ Reattachment System which can be used with Typenex's Barcode Plus™, CheckDigit™ and Flex 2.1™ blood bands, and which when the R3™ Reattachment System is used with one of those bands, are a commercial embodiment of the '256 Patent. PDC copied the exact same slot system that is used on Typenex's R3™ Reattachment System to provide a replacement worn state in which a secondary band is looped about a recipient's appendage and is assembled to the base of a primary band via the slots.

85. Shown below is Figure 1A of the '256 Patent, which depicts the first and second slots at numbers 126 and 128:



86. Shown below is one of PDC's Securline® Barcode Blood Bands from its literature showing slots which it describes as a "Reattachment feature":



Source: <http://img.pdchealthcare.com/media/literature/pdf/BloodID.pdf>

87. Despite having knowledge of the '256 Patent, copying Typenex's patent-protected identification band products and having knowledge of PDC's direct and indirect infringement of

the '256 Patent, PDC has continued its unlicensed and unauthorized practice of the '256 Patent without regard to Typenex's rights. This infringement has continued despite an objectively high likelihood that PDC's actions would constitute infringement of the '256 Patent. This objectively high likelihood of infringement has either been known to PDC, or is so obvious that it should have been known to PDC. To date, PDC has not presented any competent advice of counsel upon which it relies; nor has it presented any reasonable defense of non-infringement, invalidity, or unenforceability. PDC's infringement of the '256 Patent under 35 U.S.C. § 271 is therefore willful, deliberate, and objectively reckless.

88. Typenex is entitled to recover damages adequate to compensate it for such infringement in an amount no less than a reasonable royalty under 35 U.S.C. § 284.

89. Typenex will continue to be injured unless and until this Court enters an injunction prohibiting further infringement, inducement of infringement and contributory infringement.

PRAYER FOR RELIEF

WHEREFORE, Typenex ask this Court to enter judgment against PDC and its subsidiaries, affiliates, officers, directors, agents, servants, employees and all persons in active concert or participation with them, granting the following relief:

- A. An award of damages adequate to compensate Typenex for the infringement that has occurred, together with prejudgment interest from the dates infringement of the '107 Patent and the '256 Patent began;
- B. An award to Typenex of all remedies available under 35 U.S.C. §§ 284 and 285;
- C. A permanent injunction under 35 U.S.C. § 283 prohibiting further infringement, inducement of infringement and contributory infringement of the '107 Patent;

- D. A permanent injunction under 35 U.S.C. § 283 prohibiting further infringement, inducement of infringement and contributory infringement of the '256 Patent;
- E. Such other relief as this Court or a jury may deem proper and just.

JURY DEMAND

Typenex demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/Richard B. Megley, Jr.

Richard B Megley, Jr.

(rmegley@leesheikh.com)

Christopher J. Lee

(clee@leesheikh.com)

David J. Sheikh

(dsheikh@leesheikh.com)

Brian E. Haan

(bhaan@leesheikh.com)

Ashley E. LaValley

(alavalley@leesheikh.com)

LEE SHEIKH MEGLEY & HAAN

One North Franklin Street, Suite 3340

Chicago, IL 60606

(312) 982-0065

Fax: (312) 982-0071

Attorneys for Typenex Medical, LLC.