

Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
AXIA MEDSCIENCES, LLC

EDGE SYSTEMS LLC, a California limited liability company, and AXIA MEDSCIENCES, LLC, a Delaware limited liability company,

V.

Defendant.

COMPLAINT FOR PATENT INFRINGEMENT, TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, AND UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

1 Plaintiffs Edge Systems LLC, (“Edge”) and Axia Medsciences, LLC
2 (“Axia”) (collectively, “Plaintiffs”) hereby complain of Ageless Serums LLC
3 (“Defendant”) and allege as follows:

4 **I. JURISDICTION AND VENUE**

5 1. This Court has original subject matter jurisdiction over the patent
6 and trademark infringement claims in this action pursuant to 28 U.S.C. §§ 1331
7 and 1338(a). This Court has original subject matter jurisdiction over the unfair
8 competition claims in this action pursuant to 28 U.S.C. § 1338(b).

9 2. This Court has personal jurisdiction over Defendant because
10 Defendant has a continuous, systematic, and substantial presence within this
11 judicial district including by selling and offering for sale infringing products in
12 this judicial district, and by committing acts of infringement in this judicial
13 district, including but not limited to selling infringing products directly to
14 consumers and/or retailers in this district and selling infringing products into the
15 stream of commerce knowing such products would be sold in California and this
16 district, which acts form a substantial part of the events or omissions giving rise
17 to Plaintiffs’ claim.

18 3. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b),
19 1391(d), and 1400(b).

20 **II. THE PARTIES**

21 4. Plaintiff Edge is a California corporation having its principal place
22 of business at 2277 Redondo Ave., Signal Hill, CA 90755.

23 5. Plaintiff Axia is a Delaware limited liability company having its
24 principal place of business at 23 Hallmark Circle, Menlo Park, California,
25 94025.

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1 6. Plaintiffs are informed and believe and, based thereon, allege that
2 Ageless Serums LLC is a Texas limited liability company having its principal
3 place of business at 4101 W Green Oaks, Suite 305406, Arlington, Texas
4 76016.

5 7. Plaintiffs are informed and believe and, based thereon, allege that
6 Defendant has committed the acts alleged herein within this judicial district.

7 **III. GENERAL ALLEGATIONS**

8 8. Edge is a worldwide leader in microdermabrasion and
9 hydradermabrasion systems. Edge has spent considerable time, effort and
10 money to develop its proprietary technology including the HydraFacial MD®
11 hydradermabrasion system.

12 9. To protect its substantial investment, Edge has obtained the rights
13 to various patents and patent applications throughout the world.

14 10. On October 9, 2001, the United States Patent and Trademark
15 Office (“USPTO”) duly and lawfully issued U.S. Patent No. 6,299,620 (“the
16 ’620 Patent”), titled “INSTRUMENTS AND TECHNIQUES FOR INDUCING
17 NEOCOLLAGENESIS IN SKIN TREATMENTS.” A true and correct copy of
18 the ’620 Patent is attached hereto as Exhibit 1.

19 11. On November 4, 2003, the USPTO duly and lawfully issued U.S.
20 Patent No. 6,641,591 (“the ’591 Patent”), titled “INSTRUMENTS AND
21 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
22 LAYERS.” A true and correct copy of the ’591 Patent is attached hereto as
23 Exhibit 2.


24 12. On November 29, 2011, the USPTO duly and lawfully issued U.S.
25 Patent No. 8,066,716 (“the ’716 Patent”), titled “INSTRUMENTS AND
26 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
27 LAYERS.” A true and correct copy of the ’716 Patent is attached hereto as
28 Exhibit 3.

1 13. On December 25, 2012, the USPTO duly and lawfully issued U.S.
2 Patent No. 8,337,513 (“the ’513 Patent”), titled “INSTRUMENTS AND
3 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
4 LAYERS.” A true and correct copy of the ’513 Patent is attached hereto as
5 Exhibit 4.

6 14. Axia is the owner of all right, title, and interest in the ’620 Patent,
7 the ’591 Patent, the ’716 Patent, and the ’513 Patent (collectively, “the Asserted
8 Patents”), which are each exclusively licensed to Edge.

9 15. Edge has provided proper and sufficient notice to the public that its
10 products are patented under each of the Asserted Patents by marking its
11 products pursuant to 35 U.S.C. § 287.

12 16. Edge is the owner of U.S. Trademark Registration No. 4,317,059
13 for the mark HydraFacial (“HydraFacial Mark”). Trademark Registration No.
14 4,317,059 for the HydraFacial Mark was registered with the USPTO on April 9,
15 2013, on the Principal Register. Trademark Registration No. 4,317,059 is
16 associated the following goods: medical apparatus and instruments for peeling
17 and resurfacing tissue. Trademark Registration No. 4,317,059 is also associated
18 with the following services: medical spa services, namely, minimally and non-
19 invasive cosmetic and body fitness therapies. A true and correct copy of the
20 certificate of registration of Trademark Registration 4,317,059 is attached hereto
21 as Exhibit 5.

22 17. Edge is the owner of U.S. Trademark Registration No. 5,020,133
23 for the mark  (“Chevron-E Logo”). Trademark Registration No. 5,020,133
24 for the Chevron-E Logo was registered with the USPTO on August 16, 2016, on
25 the Principal Register. Trademark Registration No. 5,020,133 is associated the
26 following goods and services: cleaning preparations for microdermabrasion
27 machines; non-medicated skin care preparations, namely, lotions and serums;
28 medical apparatus and instruments for use in peeling and resurfacing tissue

1 procedures; and, medical spa services, namely, minimally and non-invasive
2 cosmetic and body fitness therapies. A true and correct copy of the certificate of
3 registration of Trademark Registration 5,020,133 is attached hereto as Exhibit 6.

4 18. The HydraFacial Mark and the Chevron-E Logo shall collectively
5 be referred to as the “Edge Registered Marks.” The Edge Registered Marks
6 have not been abandoned, cancelled or revoked.

7 19. Edge is the owner of common law rights in the mark ANTIOX-6.

8 20. Edge has continuously used the mark ANTIOX-6 since at least as
9 early as 2005 in connection with the advertisement, promotion and sale of its
10 spa and skin treatment products.

11 21. Edge advertises its products and services at trade shows, seminars,
12 and through trade publications, social media, search engine optimization,
13 emails, and webinars. Edge has spent millions of dollars advertising its
14 products and services in connection with the Edge Registered Marks and the
15 ANTIOX-6 mark (collectively, “Edge Marks”).

16 22. In addition to Edge’s own advertising, important national media
17 outlets have featured Edge and its products and reinforced the public’s
18 association between Edge and the Edge Marks. A sample of such media
19 includes: *People Magazine*, *Allure*, *The Hollywood Reporter*, *Tampa Bay Times*,
20 *New Beauty*, *OK! Magazine*, *Star Magazine*, *Elle Beauty Book*, *Harper’s*
21 *Bazaar Magazine*, *Essence*, *Simply Her*, *Examiner.com*, and *In Style*.

22 23. Edge’s products have also been shown on *Good Day L.A.*, *The*
23 *Doctors*, *KLBK News*, *Great Day Houston*, and *Real Housewives of Beverly*
24 *Hills*.

25 24. Edge’s products have received widespread public attention and
26 acclaim, including being awarded the “Best Equipment for the Face” by LNE &
27 Spa numerous times.

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1 25. Promotional materials and advertisements of Edge's products that
2 include the Edge Marks have been distributed and are recognized by consumers
3 and are famous throughout the United States. As a result of Edge's substantial
4 efforts, the Edge Marks have become extremely valuable to Edge as an
5 identifier of the company, its products, and the substantial goodwill Edge has
6 earned in the market. The Edge Marks have become synonymous in consumers'
7 minds with Edge.

8 26. Edge sells its products to many consumers, including
9 dermatologists, plastic surgeons, and health spas. Edge's products and services
10 are offered at thousands of locations throughout the United States, including in
11 all 50 states.

12 27. As a result of the widespread use, advertising, promotion, media
13 exposure and display of each of the Edge Marks, (a) the public has come to
14 recognize and identify products bearing any of the Edge Marks as emanating
15 from Edge, (b) the public recognizes that products bearing any of the Edge
16 Marks constitute high quality products that conform to the specifications created
17 by Edge, and (c) each of the Edge Marks has established strong secondary
18 meaning and extensive goodwill.

19 28. Edge has provided the public with notice of its rights in the Edge
20 Registered Marks by using the symbol "®" in connection with those marks.
21 Similarly, Edge has provided the public with notice of its rights in the
22 ANTIOX-6 mark by using the symbol "™" in connection with that mark.

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IV. COUNT I

PATENT INFRINGEMENT (35 U.S.C. § 271)

29. Plaintiffs repeat and re-allege the allegations of paragraphs 1-28 of this Complaint as if set forth fully herein.

30. This is a claim for patent infringement under 35 U.S.C. § 271.

31. Plaintiffs are informed and believe and, based thereon, allege that Defendant has knowingly and intentionally infringed and continues to infringe the '591 Patent, either literally or under the doctrine of equivalents, through the manufacture, use, sale, offer for sale, and/or import into the United States of its Ageless Glow MD product. As an example, the claim chart below demonstrates that Defendant's Ageless Glow MD product infringes Claim 1 of the '591 Patent.

Claim 1 of US 6,641,591	Exemplary Disclosure of Accused Product
A system for treating the skin surface of a patient, comprising:	The Ageless Glow MD is a system for treating a patient's skin. Ageless's website labels the Ageless Glow MD as "the first portable or stationary non-diamond fluid based facial INFUSION unit of it's [sic] kind." http://agelessserums.com/ageless-Glow-md-device-handpiece-ageless-nanopen.html (last visited April 7, 2017) ("Ageless Website")

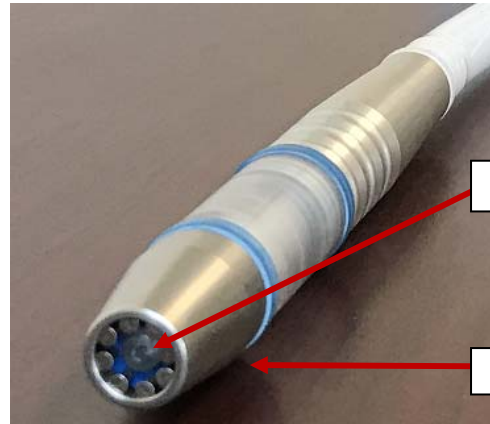
(a) an instrument body with a distal working end that defines a skin interface portion for contacting the skin;

The Ageless Glow MD is sold with, for example, the Ageless Glow Handpiece (“Ageless Glow Handpiece”) shown below.



See Ageless Website

The Ageless Glow Handpiece includes an instrument body with a distal working end that defines a skin interface portion for contacting skin;



skin interface portion

distal working end

(b) a first aperture arrangement in said skin interface consisting of at least one port in communication with a treatment media source;

The Ageless Glow Handpiece includes an aperture or opening in the skin interface portion that is in communication with a treatment media source.



port in communication with a treatment media source



output for treatment media



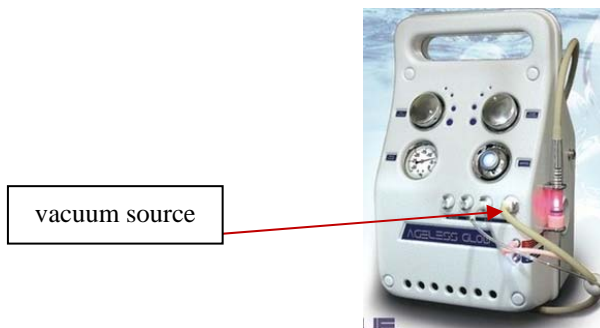
treatment media

(c) a second aperture arrangement in said skin interface consisting of at least one port in communication with a vacuum source for removing treatment media and removed tissue from the skin interface; and


The Ageless Glow Handpiece includes a second aperture or opening in the skin interface portion that is in communication with a vacuum source for removing treatment media and removed tissue from the skin interface:



port in communication with a vacuum source



vacuum source

	When in use, the Ageless Glow Handpiece dispenses treatment media onto the skin, and the vacuum source of the Ageless Glow MD suctions dead skin and used treatment media into a waste compartment.
(d) wherein the skin interface comprises an abrading structure with substantially sharp edges for abrading tissue.	<p>As shown below, the skin interface portion of the Ageless Glow Handpiece includes several abrading structures with substantially sharp edges that are used to abrade the skin:</p>  <p>abrading structures with sharp edges</p>

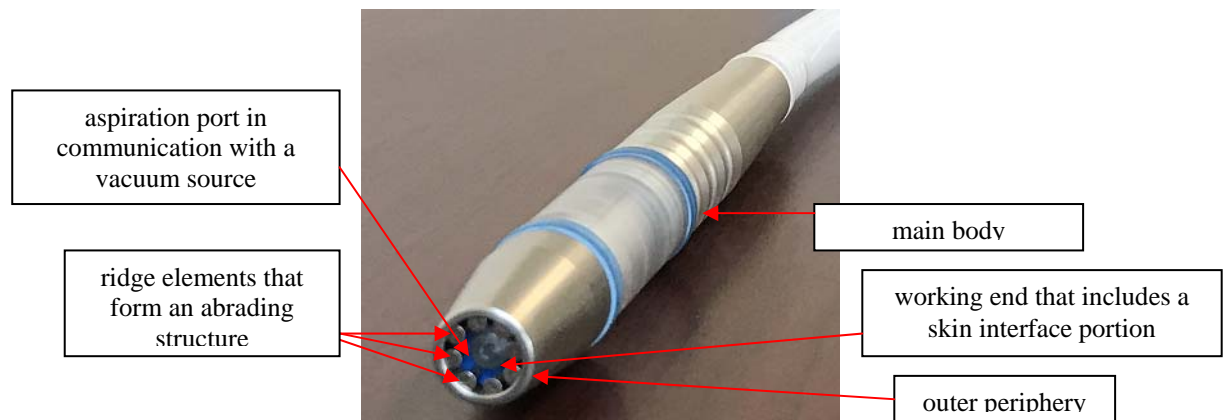
32. Plaintiffs are informed and believe and, based thereon, allege that Defendant has knowingly and intentionally infringed and continues to infringe the '620 Patent, either literally or under the doctrine of equivalents, through the manufacture, use, sale, offer for sale, and/or import into the United States of its Ageless Glow Handpiece.

33. As an example, the Ageless Glow Handpiece infringes at least claim 21 of the '620 Patent because: the Ageless Glow Handpiece is an instrument for treating surface layers of a patient's skin; the body of the Ageless Glow Handpiece has a working end; this working end has (1) a suction port that can be coupled to a negative pressurization source (i.e., a vacuum source), (2) a fluid port that can be coupled to a fluid source, as shown in the claim chart above, and (3) a skin interface portion, which is also shown above; the skin interface surface of the Ageless Glow Handpiece includes abrading structures, as shown above, that form a skin-abrading surface; and, skin debris created by

1 movement of the abrading structures of the Ageless Glow Handpiece across the
 2 skin—as well as any fluid deposited on the skin by the fluid port—can be
 3 removed from the surface of the skin through the suction port.

4 34. Plaintiffs are informed and believe and, based thereon, allege that
 5 Defendant has knowingly and intentionally infringed and continues to infringe
 6 the '716 Patent, either literally or under the doctrine of equivalents, through the
 7 manufacture, use, sale, offer for sale, and/or import into the United States of its
 8 Ageless Glow MD.

9 35. As an example, the Ageless Glow MD infringes at least claim 1 of
 10 the '716 Patent. The Ageless Glow MD is a system for treating a skin surface
 11 of a patient. As shown below, the Ageless Glow Handpiece of the Ageless
 12 Glow MD is an instrument body that has a main body and a working end. The
 13 working end has an outer periphery and a skin interface that has an abrading
 14 structure that is comprised of several ridge elements, where each ridge element
 15 is configured to abrade skin.



AGELESS GLOW HANDPIECE

24 As shown in the claim chart above, the skin interface of the Ageless Glow
 25 Handpiece includes an opening at the skin interface portion that is configured to
 26 aspirate skin and/or fluid. This opening is coupled to a remote vacuum source
 27 that is used to apply negative pressure (i.e., suction) to the skin surface. As
 28 shown in the photograph above, the outer periphery of the Ageless Glow

Handpiece completely surrounds or circumscribes the plurality of ridge elements and the aspiration opening.

36. Plaintiffs are informed and believe and, based thereon, allege that Defendant has knowingly and intentionally infringed and continues to infringe the '513 Patent, either literally or under the doctrine of equivalents, through the manufacture, use, sale, offer for sale, and/or import into the United States of its Ageless Glow Handpiece.

37. As an example, the Ageless Glow Handpiece infringes at least claim 1 of the '513 Patent. The Ageless Glow Handpiece is a system for treating skin. The Ageless Glow Handpiece is a handheld device that has a main body, with a working end on the distal end of that main body. The Ageless Glow Handpiece has an outer periphery that extends along its distal end. As shown below, the Ageless Glow Handpiece has several surface elements that extend distally from the working end of the device.



surface elements that
extend distally from
the working end

As shown above, these surface elements are positioned within an interior area that is circumscribed by the outer periphery. Each of these surface elements includes at least one sharp edge that is configured to abrade skin when the Ageless Glow Handpiece is moved relative to a skin surface. As shown in the claim chart above, the Ageless Glow Handpiece has an opening on the working end that is configured to be placed in fluid communication with a vacuum

1 source via a passageway, where the passageway is configured to remove debris
2 away from the working end when the vacuum source is activated. As shown in
3 the photographs above, the entire circumference of the Ageless Glow
4 Handpiece's outer periphery is configured to contact a skin surface during a
5 treatment procedure.

6 38. Plaintiffs are informed and believe and, based thereon, allege that
7 Defendant had actual knowledge of each of the Asserted Patents.

8 39. Defendant's acts of infringement of each of the Asserted Patents
9 were undertaken without permission or license from Plaintiffs.

10 40. Defendant's actions constitute willful and intentional infringement
11 of each of the Asserted Patents. Defendant infringed each of the Asserted
12 Patents with reckless disregard of Plaintiffs' patent rights. Defendant knew, or
13 it was so obvious that Defendant should have known, that its actions constituted
14 infringement of each of the Asserted Patents. Defendant's acts of infringement
15 of each of the Asserted Patents were not consistent with the standards of
16 commerce for its industry.

17 41. As a direct and proximate result of Defendant's acts of
18 infringement, Defendant has derived and received gains, profits, and advantages
19 in an amount that are not presently known to Plaintiffs.

20 42. Pursuant to 35 U.S.C. § 284, Plaintiffs are entitled to damages for
21 Defendant's infringing acts and treble damages together with interests and costs
22 as fixed by this Court.

23 43. Pursuant to 35 U.S.C. § 285, Plaintiffs are entitled to reasonable
24 attorneys' fees for the necessity of bringing this claim.

25 44. Due to the aforesaid infringing acts, Plaintiffs have suffered great
26 and irreparable injury, for which Plaintiffs have no adequate remedy at law.

27 45. Defendant will continue to infringe Plaintiffs' patent rights to the
28 great and irreparable injury of Plaintiffs, unless enjoined by this Court.

V. COUNT II

TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)

46. Edge repeats and re-alleges the allegations of paragraphs 1-45 of this Complaint as if set forth fully herein.

47. This is a claim for trademark infringement arising under 15 U.S.C. § 1114.

48. Defendant operates the website agelessserums.com.

49. On various places throughout Defendant's website, Defendant uses Edge's registered Hydrafacial[®] trademark.

50. This use of Edge's Hydrafacial[®] trademark has occurred and is occurring without Edge's consent.

51. Defendant's use of the Hydrafacial[®] trademark occurs without use of the "®" symbol and without any acknowledgement that Edge is the owner of the Hydrafacial[®] trademark.

52. Defendant's use of the Hydrafacial[®] trademark is likely to cause consumer confusion in that consumers are likely to believe there is some association or connection between Edge and Defendant or Defendant's products.

53. Defendant's website also includes a photograph of an Edge bottle that clearly and prominently displays Edge's registered Chevron-E logo.

54. This use of Edge's Chevron-E logo has occurred and is occurring without Edge's consent.

55. Defendant's use of the Chevron-E occurs without any acknowledgement that Edge is the owner of the Chevron-E logo.

56. Defendant's use of the Chevron-E logo is likely to cause consumer confusion in that consumers are likely to believe there is some association or connection between Edge and Defendant or Defendant's products.

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1 57. Defendant's unauthorized use of the Edge Registered Marks has
2 occurred in commerce in connection with Defendant's sale of its own competing
3 products.

4 58. Edge is informed and believes, and thereon alleges, that
5 Defendant's use of the Edge Registered Marks occurred with the intent to
6 unfairly compete with Edge, to trade upon Edge's reputation and goodwill by
7 causing confusion and mistake among customers and the public, and to deceive
8 the public into believing that Defendant's products are associated with,
9 sponsored by, originate from, or are approved by Edge, when they are not.

10 59. Defendant's activities constitute willful and intentional
11 infringement of the Edge Registered Marks in total disregard of Edge's
12 proprietary rights, and were done despite Defendant's knowledge that the use of
13 the Edge Registered Marks was and is in direct contravention of Edge's rights.

14 60. Edge is informed and believes, and thereon alleges, that Defendant
15 has derived and received, and will continue to derive and receive, gains, profits,
16 and advantages from the use of the Edge Registered Marks in an amount that is
17 not presently known to Edge. By reason of Defendant's unauthorized and
18 improper use of the Edge Registered Marks, Edge has been damaged and is
19 entitled to monetary relief in an amount to be determined at trial.

20 61. Pursuant to 15 U.S.C. § 1117, Edge is entitled to damages for
21 Defendant's acts complained of herein, up to three times Defendant's unlawful
22 profits and Edge's actual damages as fixed by this Court, and its reasonable
23 attorneys' fees for the necessity of bringing this claim.

24 62. Due to Defendant's unauthorized and improper use of the Edge
25 Registered Marks, Oakley has suffered and continues to suffer great and
26 irreparable injury, for which Edge has no adequate remedy at law. Edge is
27 entitled to injunctive relief pursuant to 15 U.S.C. §§ 1116(a) and 1125(c) that
28 requires Defendant to stop use of Edge's Registered Marks.

VI. COUNT III
FEDERAL UNFAIR COMPETITION & FALSE DESIGNATION OF
ORIGIN (15 U.S.C. § 1125(a))

63. Edge repeats and re-alleges the allegations of paragraphs 1-62 of this Complaint as if set forth fully herein.

64. This is a claim for unfair competition and false designation of origin under 15 U.S.C. § 1125(a), arising from Defendant's unauthorized use of Edge's ANTIOX-6™ trademark, as well as Defendant's unauthorized use of the Edge Registered Marks.

65. The Edge bottle depicted on Defendant's website prominently displays Edge's ANTIOX-6™ trademark.

66. This use of Edge's ANTIOX-6™ trademark has occurred and is occurring without Edge's consent.

67. Defendant's use of the ANTIOX-6™ trademark occurs without any acknowledgement that Edge is the owner of the ANTIOX-6™ trademark.

68. Defendant's use of the ANTIOX-6™ trademark is likely to cause consumer confusion in that consumers are likely to believe there is some association or connection between Edge and Defendant or Defendant's products.

69. Defendant's unauthorized use of the ANTIOX-6™ trademark has occurred in commerce in connection with Defendant's sale of its own competing products.

70. Defendant's use of the ANTIOX-6™ trademark without Edge's consent constitutes a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendant with Edge, or as to the origin, sponsorship, or approval

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1 of Defendant's goods and/or commercial activities by Edge in violation of 15
2 U.S.C. § 1125(a), and constitutes unfair competition with Edge.

3 71. Similarly, Defendant's use of the Edge Registered Marks without
4 Edge's consent constitutes a false designation of origin, false or misleading
5 description of fact, or false or misleading representation of fact, which is likely
6 to cause confusion, or to cause mistake, or to deceive as to the affiliation,
7 connection, or association of Defendant with Edge, or as to the origin,
8 sponsorship, or approval of Defendant's goods and/or commercial activities by
9 Edge in violation of 15 U.S.C. § 1125(a), and constitutes unfair competition
10 with Edge.

11 72. Edge is informed and believes, and thereon alleges, that
12 Defendant's actions were undertaken willfully with full knowledge of the falsity
13 of such designation of origin and false descriptions or representations.

14 73. Edge is informed and believes, and thereon alleges, that Defendant
15 has derived and received, and will continue to derive and receive, gains, profits,
16 and advantages from Defendant's false designation of origin, false or misleading
17 statements, descriptions of fact, false or misleading representations of fact,
18 and/or unfair competition in an amount that is not presently known to Edge. By
19 reason of Defendant's actions, constituting false designation of origin, false or
20 misleading statements, false or misleading descriptions of fact, false or
21 misleading representations of fact, and/or unfair competition, Edge has been
22 damaged and is entitled to monetary relief in an amount to be determined at
23 trial.

24 74. Pursuant to 15 U.S.C. § 1117, Edge is entitled to damages for
25 Defendant's acts constituting false designation of origin, false or misleading
26 statements, false or misleading descriptions of fact, false or misleading
27 representations of fact, and/or unfair competition, up to three times Defendant's

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1 unlawful profits and Edge's actual damages as fixed by this Court, and its
2 reasonable attorneys' fees for the necessity of bringing this claim.

3 75. Due to Defendant's actions, constituting false designation of origin,
4 false or misleading statements, false or misleading description of fact, false or
5 misleading representations of fact, and/or unfair competition, Edge has suffered
6 and continues to suffer great and irreparable injury, for which Edge has no
7 adequate remedy at law. Edge is entitled to injunctive relief pursuant to 15
8 U.S.C. §§ 1116(a) and 1125(c) that requires Defendant to stop use of Edge's
9 ANTIOX-6™ trademark.

10 **VII. COUNT IV**

11 **CALIFORNIA UNFAIR COMPETITION**

12 76. Edge repeats and re-alleges the allegations of paragraphs 1-75 of
13 this Complaint as if set forth fully herein.

14 77. This is a claim for unfair competition, arising under California
15 Business & Professions Code § 17200, *et seq.* and California common law.

16 78. Defendant's acts of trademark infringement and false designation
17 of origin complained of herein constitute unfair competition with Edge under
18 the common law and statutory laws of the State of California, particularly
19 California Business & Professions Code § 17200 *et seq.*

20 79. Edge is informed and believes, and thereon alleges, that Defendant
21 has derived and received, and will continue to derive and receive, gains, profits,
22 and advantages from Defendant's unfair competition in an amount that is not
23 presently known to Edge. By reason of Defendant's wrongful acts as alleged in
24 this Complaint, Edge has been damaged and is entitled to monetary relief in an
25 amount to be determined at trial.

26 80. By its actions, Defendant has injured and violated the rights of
27 Edge and has irreparably injured Edge, and such irreparable injury will continue
28 unless Defendant is enjoined by this Court.

1 81. Edge is informed and believes that Defendant's unfair competition
2 has been willful, wanton, and oppressive, entitling Edge to punitive damages in
3 an amount to be determined at trial.

4 **WHEREFORE**, Plaintiffs pray for judgment in their favor against
5 Defendant for the following relief:

6 A. An Order adjudging Defendant to have infringed the Asserted
7 Patents under 35 U.S.C. § 271;

8 B. A preliminary and permanent injunction enjoining Defendant, its
9 officers, directors, agents, servants, employees, and attorneys, and those persons
10 in active concert or participation with Defendant, from (1) making, using,
11 selling, offering to sell, and/or importing Defendant's Ageless Glow MD Device
12 and Ageless Glow Handpiece, and (2) infringing the Asserted Patents in
13 violation of 35 U.S.C. § 271, either directly or indirectly;

14 C. An accounting for all of Defendant's gains, profits, and advantages
15 derived by Defendant's infringement of the Asserted Patents in violation of
16 35 U.S.C. § 271, and an Order that Defendant pay to Plaintiffs actual damages
17 in the form of lost profits, or in the alternative, other damages adequate to
18 compensate for the infringement, but in no event less than a reasonable royalty
19 for the use made of the patented inventions by Defendant, in accordance with 35
20 U.S.C. § 284;

21 D. An Order for a trebling of damages and/or exemplary damages
22 because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

23 E. An Order adjudging that this case is exceptional under 35 U.S.C.
24 § 285 and ordering Defendant to pay to Plaintiffs their reasonable attorney fees
25 incurred in this action;

26 F. An Order adjudging Defendant to have infringed the Edge Marks,
27 to have falsely designated the origin of Defendant's goods and services; and to
28 have competed unfairly with Edge;

1 G. A preliminary and permanent injunction enjoining Defendant, its
2 officers, directors, agents, servants, employees, and attorneys, and those persons
3 in active concert or participation with Defendant, from using the Edge Marks or
4 any confusingly similar marks;

5 H. An accounting to determine Defendant's profits resulting from its
6 trademark infringement, false designation of origin, and unfair competition, and
7 an award monetary relief to Edge in an amount to be fixed by the Court in its
8 discretion as it finds just, including:

- 9 1. all profits received by Defendant from sales and revenues of any
10 kind made as a result of its infringing actions; and
11 2. all damages sustained by Edge as a result of Defendant's acts of
12 trademark infringement, false designation of origin, and unfair
13 competition.

14 I. An Order that such profits and damages be trebled and awarded to
15 Edge pursuant to 15 U.S.C. § 1117;

16 J. An Order adjudging this to be an exceptional case under 15 U.S.C.
17 § 1117 and ordering Defendant to pay to Edge its reasonable attorney fees
18 incurred in this action;

19 K. An Order awarding Edge punitive damages under California law;

20 L. An Order awarding pre-judgment and post-judgment interest and
21 costs as fixed by the Court; and

22 M. Such other and further relief as this Court may deem just and
23 proper.

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Respectfully submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 10, 2017

By: /s/ Ali S. Razai
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Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
AXIA MEDSCIENCES, LLC

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 10, 2017

By: /s/Ali S. Razai

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