

Brenton R. Babcock (SBN 162,120)  
brent.babcock@knobbe.com  
Ali S. Razai (SBN 246,922)  
ali.razai@knobbe.com  
Rustin Mangum (SBN 280,109)  
rustin.mangum@knobbe.com  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
2040 Main Street, 14th Floor  
Irvine, CA 92614  
Telephone: 949-760-0404  
Facsimile: 949-760-9502

Attorneys for Plaintiffs  
EDGE SYSTEMS LLC and  
AXIA MEDSCIENCES, LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

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

Plaintiffs,

V.

NAUMKEAG SPA & MEDICAL  
SUPPLIES, LLC, a Massachusetts  
limited liability company,

Defendant.

Case No.: 2:14-CV-04663

# 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”), for their Complaint against Defendant  
3 Naumkeag Spa & Medical Supplies, LLC (“Naumkeag”), hereby allege as  
4 follows:

### 5 **PARTIES**

6 1. Edge is a California limited liability company having a principal  
7 place of business at 2277 Redondo Avenue, Signal Hill, California, 90755.

8 2. Edge manufactures spa and skin treatment products, including  
9 Edge’s *HYDRAFACIAL*® hydradermabrasion systems, and sells and distributes  
10 them throughout the United States, including in this Judicial District.

11 3. Axia is a Delaware limited liability company having a principal  
12 place of business at 23 Hallmark Circle, Menlo Park, California, 94025.

13 4. Axia is the owner of the patents at issue in this case, and Edge is  
14 the exclusive licensee of those patents.

15 5. Upon information and belief, Naumkeag is a Massachusetts  
16 limited liability company having a principal place of business at 22 Tower Park  
17 Drive, Woburn, Massachusetts 01801.

### 18 **JURISDICTION AND VENUE**

19 6. This Court has original subject matter jurisdiction over the claims  
20 in this action that relate to patent infringement, trademark infringement, false  
21 designation of origin, trademark dilution, and unfair competition pursuant to 35  
22 U.S.C. § 271, 15 U.S.C. §§ 1114 and 1125, 15 U.S.C. §§ 1116(a) and 1121(a),  
23 and 28 U.S.C. §§ 1331 and 1338, as Plaintiffs’ claims arises under the laws of  
24 the United States.

25 7. Upon information and belief, Naumkeag conducts business  
26 throughout the United States, including in this Judicial District.

27 8. This Court has personal jurisdiction over Naumkeag because  
28 Naumkeag has a continuous, systematic, and substantial presence within this

1 judicial district including by selling and offering for sale products for sale in this  
2 judicial district and selling into the stream of commerce knowing such products  
3 would be sold in this state and this district.

4 9. Venue is proper in this Judicial District pursuant to 28 U.S.C. §  
5 1391 and 1400(b), and by Plaintiffs' choice of venue.

6 **FIRST CLAIM FOR RELIEF**  
7 **INFRINGEMENT OF U.S. PATENT NO. 6,299,620**  
8 (35 U.S.C. § 271)

9 10. Plaintiffs incorporate by reference and reallege each of the  
10 allegations set forth in Paragraphs 1-9 above.

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

12 12. On October 9, 2001, U.S. Patent No. 6,299,620 ("the '620  
13 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR INDUCING  
14 NEOCOLLAGENESIS IN SKIN TREATMENTS," was duly and legally issued  
15 by the United States Patent and Trademark Office. A copy of the '620 Patent is  
16 attached hereto as Exhibit 1.

17 13. Edge is the exclusive licensee of the '620 Patent.

18 14. Edge has provided proper and sufficient notice to the public that  
19 its products are patented under the '620 Patent by marking its products with an  
20 Internet address that lists the patent number.

21 15. Upon information and belief, Naumkeag owns and operates the  
22 website [www.gotoessentials.com](http://www.gotoessentials.com) and manufactures, distributes, imports, offers  
23 to sell, and/or sells in the United States certain products that infringe the '620  
24 Patent, including but not limited to the Essentials Hydro-Facial Machine  
25 product and/or system.

26 16. Upon information and belief, Naumkeag has contributed to the  
27 infringement of the '620 Patent by others, through Naumkeag's activities  
28 relating to its Essentials Hydro-Facial Machine product and/or system.

1           17.     Upon information and belief, Naumkeag has induced  
2 infringement of the '620 Patent by others, through Naumkeag's activities  
3 relating to its Essentials Hydro-Facial Machine product and/or system.

4           18.     Each of Naumkeag's infringing activities is without the consent  
5 of, authority of, or license from Edge or Axia.

6           19.     Naumkeag's acts of infringement have caused damage to  
7 Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
8 Plaintiffs are entitled to damages for Naumkeag's infringing acts.

9           20.     Naumkeag's infringement of the '620 Patent is causing  
10 irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
11 Naumkeag's infringement will continue, and will continue to cause irreparable  
12 harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

13           21.     At least one member of Naumkeag was a past distributor of  
14 Edge's products and, upon information and belief, Naumkeag is intimately  
15 familiar with Edge's product line, trademarks, and patents at issue in this  
16 litigation.

17           22.     Upon information and belief, Naumkeag's infringement of the  
18 '620 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
19 damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
20 35 U.S.C. § 285. Naumkeag had knowledge of the '620 Patent and infringed  
21 the '620 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
22 knew, or it was so obvious that Naumkeag should have known, that its actions  
23 constituted infringement of the '620 Patent. Naumkeag's acts of infringement  
24 of the '620 Patent were not consistent with the standards for its industry.

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**SECOND CLAIM FOR RELIEF**  
**INFRINGEMENT OF U.S. PATENT NO. 6,641,591**

(35 U.S.C. § 271)

23. Plaintiffs incorporate by reference and reallege each of the allegations set forth in Paragraphs 1-22 above.

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

25. On November 4, 2003, U.S. Patent No. 6,641,591 (“the ’591 Patent”), entitled “INSTRUMENTS AND TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL LAYERS,” was duly and legally issued by the United States Patent and Trademark Office. A copy of the ’591 Patent is attached hereto as Exhibit 2.

26. Edge is the exclusive licensee of the ’591 Patent.

27. Edge has provided proper and sufficient notice to the public that its products are patented under the ’591 Patent by marking its products with an Internet address that lists the patent number.

28. Upon information and belief, Naumkeag manufactures, distributes, imports, offers to sell, and/or sells in the United States certain products that infringe the ’591 Patent, including but not limited to the Essentials Hydro-Facial Machine product and/or system.

29. Upon information and belief, Naumkeag has contributed to the infringement of the ’591 Patent by others, through Naumkeag’s activities relating to its Essentials Hydro-Facial Machine product and/or system.

30. Upon information and belief, Naumkeag has induced infringement of the ’591 Patent by others, through Naumkeag’s activities relating to its Essentials Hydro-Facial Machine product and/or system.

31. Each of Naumkeag’s infringing activities is without the consent of, authority of, or license from Edge or Axia.

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1           32.     Naumkeag's acts of infringement have caused damage to  
2     Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
3     Plaintiffs are entitled to damages for Naumkeag's infringing acts.

4           33.     Naumkeag's infringement of the '591 Patent is causing  
5     irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
6     Naumkeag's infringement will continue, and will continue to cause irreparable  
7     harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

8           34.     Upon information and belief, Naumkeag's infringement of the  
9     '591 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
10    damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
11    35 U.S.C. § 285. Naumkeag had knowledge of the '591 Patent and infringed  
12    the '591 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
13    knew, or it was so obvious that Naumkeag should have known, that its actions  
14    constituted infringement of the '591 Patent. Naumkeag's acts of infringement  
15    of the '591 Patent were not consistent with the standards for its industry.

16                           **THIRD CLAIM FOR RELIEF**

17                           **INFRINGEMENT OF U.S. PATENT NO. 7,678,120**

18   (35 U.S.C. § 271)

19           35.     Plaintiffs incorporate by reference and reallege each of the  
20    allegations set forth in Paragraphs 1-34 above.

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

22           37.     On March 16, 2010, U.S. Patent No. 7,678,120 ("the '120  
23    Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
24    CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
25    legally issued by the United States Patent and Trademark Office. A copy of the  
26    '120 Patent is attached hereto as Exhibit 3.

27           38.     Edge is the exclusive licensee of the '120 Patent.

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1           39.     Edge has provided proper and sufficient notice to the public that  
2 its products are patented under the '120 Patent by marking its products with an  
3 Internet address that lists the patent number.

4           40.     Upon information and belief, Naumkeag manufactures,  
5 distributes, imports, offers to sell, and/or sells in the United States certain  
6 products that infringe the '120 Patent, including but not limited to the Essentials  
7 Hydro-Facial Machine product and/or system.

8           41.     Upon information and belief, Naumkeag has contributed to the  
9 infringement of the '120 Patent by others, through Naumkeag's activities  
10 relating to its Essentials Hydro-Facial Machine product and/or system.

11          42.     Upon information and belief, Naumkeag has induced  
12 infringement of the '120 Patent by others, through Naumkeag's activities  
13 relating to its Essentials Hydro-Facial Machine product and/or system.

14          43.     Each of Naumkeag's infringing activities is without the consent  
15 of, authority of, or license from Edge or Axia.

16          44.     Naumkeag's acts of infringement have caused damage to  
17 Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
18 Plaintiffs are entitled to damages for Naumkeag's infringing acts.

19          45.     Naumkeag's infringement of the '120 Patent is causing  
20 irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
21 Naumkeag's infringement will continue, and will continue to cause irreparable  
22 harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

23          46.     Upon information and belief, Naumkeag's infringement of the  
24 '120 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
25 damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
26 35 U.S.C. § 285. Naumkeag had knowledge of the '120 Patent and infringed  
27 the '120 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
28 knew, or it was so obvious that Naumkeag should have known, that its actions

1 constituted infringement of the '120 Patent. Naumkeag's acts of infringement  
2 of the '120 Patent were not consistent with the standards for its industry.

3 **FOURTH CLAIM FOR RELIEF**

4 **INFRINGEMENT OF U.S. PATENT NO. 7,789,886**

5 (35 U.S.C. § 271)

6 47. Plaintiffs incorporate by reference and reallege each of the  
7 allegations set forth in Paragraphs 1-46 above.

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

9 49. On September 7, 2010, U.S. Patent No. 7,789,886 ("the '886  
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
11 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
12 legally issued by the United States Patent and Trademark Office. A copy of the  
13 '886 Patent is attached hereto as Exhibit 4.

14 50. Edge is the exclusive licensee of the '886 Patent.

15 51. Edge has provided proper and sufficient notice to the public that  
16 its products are patented under the '886 Patent by marking its products with an  
17 Internet address that lists the patent number.

18 52. Upon information and belief, Naumkeag manufactures,  
19 distributes, imports, offers to sell, and/or sells in the United States certain  
20 products that infringe the '886 Patent, including but not limited to the Essentials  
21 Hydro-Facial Machine product and/or system.

22 53. Upon information and belief, Naumkeag has contributed to the  
23 infringement of the '886 Patent by others, through Naumkeag's activities  
24 relating to its Essentials Hydro-Facial Machine product and/or system.

25 54. Upon information and belief, Naumkeag has induced  
26 infringement of the '886 Patent by others, through Naumkeag's activities  
27 relating to its Essentials Hydro-Facial Machine product and/or system.

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1           55. Each of Naumkeag's infringing activities is without the consent  
2 of, authority of, or license from Edge or Axia.

3           56. Naumkeag's acts of infringement have caused damage to  
4 Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
5 Plaintiffs are entitled to damages for Naumkeag's infringing acts.

6           57. Naumkeag's infringement of the '886 Patent is causing  
7 irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
8 Naumkeag's infringement will continue, and will continue to cause irreparable  
9 harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

10          58. Upon information and belief, Naumkeag's infringement of the  
11 '886 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
12 damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
13 35 U.S.C. § 285. Naumkeag had knowledge of the '886 Patent and infringed  
14 the '886 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
15 knew, or it was so obvious that Naumkeag should have known, that its actions  
16 constituted infringement of the '886 Patent. Naumkeag's acts of infringement  
17 of the '886 Patent were not consistent with the standards for its industry.

18                                   **FIFTH CLAIM FOR RELIEF**

19                   **INFRINGEMENT OF U.S. PATENT NO. 8,066,716**

20          59. Plaintiffs incorporate by reference and reallege each of the  
21 allegations set forth in Paragraphs 1-58 above.

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

23          61. On November 29, 2011, U.S. Patent No. 8,066,716 ("the '716  
24 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
25 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
26 legally issued by the United States Patent and Trademark Office. A copy of the  
27 '716 Patent is attached hereto as Exhibit 5.

28          62. Edge is the exclusive licensee of the '716 Patent.

1           63.     Edge has provided proper and sufficient notice to the public that  
2 its products are patented under the '716 Patent by marking its products with an  
3 Internet address that lists the patent number.

4           64.     Upon information and belief, Naumkeag manufactures,  
5 distributes, imports, offers to sell, and/or sells in the United States certain  
6 products that infringe the '716 Patent, including but not limited to the Essentials  
7 Hydro-Facial Machine product and/or system.

8           65.     Upon information and belief, Naumkeag has contributed to the  
9 infringement of the '716 Patent by others, through Naumkeag's activities  
10 relating to its Essentials Hydro-Facial Machine product and/or system.

11          66.     Upon information and belief, Naumkeag has induced  
12 infringement of the '716 Patent by others, through Naumkeag's activities  
13 relating to its Essentials Hydro-Facial Machine product and/or system.

14          67.     Each of Naumkeag's infringing activities is without the consent  
15 of, authority of, or license from Edge or Axia.

16          68.     Naumkeag's acts of infringement have caused damage to  
17 Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
18 Plaintiffs are entitled to damages for Naumkeag's infringing acts.

19          69.     Naumkeag's infringement of the '716 Patent is causing  
20 irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
21 Naumkeag's infringement will continue, and will continue to cause irreparable  
22 harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

23          70.     Upon information and belief, Naumkeag's infringement of the  
24 '716 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
25 damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
26 35 U.S.C. § 285. Naumkeag had knowledge of the '716 Patent and infringed  
27 the '716 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
28 knew, or it was so obvious that Naumkeag should have known, that its actions

1 constituted infringement of the '716 Patent. Naumkeag's acts of infringement  
2 of the '716 Patent were not consistent with the standards for its industry.

3 **SIXTH CLAIM FOR RELIEF**

4 **INFRINGEMENT OF U.S. PATENT NO. 8,337,513**

5 (35 U.S.C. § 271)

6 71. Plaintiffs incorporate by reference and reallege each of the  
7 allegations set forth in Paragraphs 1-70 above.

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

9 73. On December 25, 2012, U.S. Patent No. 8,337,513 ("the '513  
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR  
11 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and  
12 legally issued by the United States Patent and Trademark Office. A copy of the  
13 '513 Patent is attached hereto as Exhibit 6.

14 74. Edge is the exclusive licensee of the '513 Patent.

15 75. Edge has provided proper and sufficient notice to the public that  
16 its products are patented under the '513 Patent by marking its products with an  
17 Internet address that lists the patent number.

18 76. Upon information and belief, Naumkeag manufactures,  
19 distributes, imports, offers to sell, and/or sells in the United States certain  
20 products that infringe the '513 Patent, including but not limited to the Essentials  
21 Hydro-Facial Machine product and/or system.

22 77. Upon information and belief, Naumkeag has contributed to the  
23 infringement of the '513 Patent by others, through Naumkeag's activities  
24 relating to its Essentials Hydro-Facial Machine product and/or system.

25 78. Upon information and belief, Naumkeag has induced  
26 infringement of the '513 Patent by others, through Naumkeag's activities  
27 relating to its Essentials Hydro-Facial Machine product and/or system.

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1           79. Each of Naumkeag's infringing activities is without the consent  
2 of, authority of, or license from Edge or Axia.

3           80. Naumkeag's acts of infringement have caused damage to  
4 Plaintiffs in an amount to be determined at trial. Pursuant to 35 U.S.C. § 284,  
5 Plaintiffs are entitled to damages for Naumkeag's infringing acts.

6           81. Naumkeag's infringement of the '513 Patent is causing  
7 irreparable harm to Plaintiffs, for which there is no adequate remedy at law.  
8 Naumkeag's infringement will continue, and will continue to cause irreparable  
9 harm to Edge, unless Naumkeag's infringement is enjoined by this Court.

10          82. Upon information and belief, Naumkeag's infringement of the  
11 '513 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced  
12 damages under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under  
13 35 U.S.C. § 285. Naumkeag had knowledge of the '513 Patent and infringed  
14 the '513 Patent with reckless disregard of Plaintiffs' patent rights. Naumkeag  
15 knew, or it was so obvious that Naumkeag should have known, that its actions  
16 constituted infringement of the '513 Patent. Naumkeag's acts of infringement  
17 of the '513 Patent were not consistent with the standards for its industry.

18                                   **SEVENTH CLAIM FOR RELIEF**

19                                   **TRADEMARK INFRINGEMENT**

20                                   (15 U.S.C. § 1114)

21          83. Plaintiffs incorporate by reference and reallege each of the  
22 allegations set forth in Paragraphs 1-82 above.

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

25          85. Since at least as early as 2005, Edge has marketed and sold its  
26 high quality aesthetic devices and services in connection with the mark  
27 *HYDRAFACIAL*® (“the Edge Mark”). Edge's use of the Edge Mark in

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1 connection with aesthetic devices and services has been continuous and  
2 exclusive since Edge began using the mark.

3 86. Edge is the owner of Trademark Registration No. 4,317,059 for  
4 the Edge Mark. Trademark Registration No. 4,317,059 was registered with the  
5 U.S.P.T.O. on April 9, 2013 on the Principal Register. Trademark Registration  
6 No. 4,317,059 is associated with the following goods and services: medical spa  
7 services, namely, minimally and non-invasive cosmetic and body fitness  
8 therapies. A copy of the certificate of registration of Trademark Registration  
9 No. 4,317,059 is attached hereto as Exhibit 7.

10 87. Over the years Edge has invested a considerable amount of time  
11 and money in establishing the Edge Mark in the minds of consumers as a source  
12 of high quality aesthetic devices and services. As a result of Edge's substantial  
13 use and promotion of the Edge Mark in connection with aesthetic and other  
14 products and services, the mark has acquired great value as a specific identifier  
15 of Edge's products and services and serves to distinguish Edge's products and  
16 services from that of others. Customers in this Judicial District and elsewhere  
17 readily recognize the Edge Mark as a distinctive designation of origin of Edge's  
18 products and services. The Edge Mark is an intellectual property asset that has  
19 great value as a symbol of Edge's quality products and services and goodwill.

20 88. Naumkeag has used in commerce, without Edge's permission,  
21 reproductions, copies or colorable imitations of the Edge Mark in connection  
22 with distributing, selling, offering for sale, advertising, and/or promoting  
23 Naumkeag's products and/or services, including for example Naumkeag's  
24 Essentials Hydro-Facial Machine as well as Naumkeag's literature advertising  
25 "hydrating infusion 'Hydra Facial' technology."

26 89. Without Edge's permission, Naumkeag is reproducing, copying,  
27 or colorably imitating the Edge Mark and applying such reproductions, copies  
28 or colorable imitations to merchandise, labels, signs, packages, receptacles or

1 advertisements intended to be used in commerce upon or in connection with the  
2 distributing, selling, offering for sale, advertising and/or promoting of goods  
3 and/or services on or in connection with which such use is likely to cause  
4 confusion, or to cause mistake, or to deceive.

5 90. Naumkeag did not begin using its infringing mark in connection  
6 with aesthetic products and/or services until long after Edge began using the  
7 Edge Mark.

8 91. Upon information and belief, Naumkeag's use of its infringing  
9 mark is designed to cause confusion, mistake, or deception.

10 92. By virtue of the acts complained of herein, Naumkeag has created  
11 a likelihood of injury to Edge's business reputation, caused a strong likelihood  
12 of consumer confusion, mistake, and deception as to the source of or origin or  
13 relationship of Edge and Naumkeag's goods, has caused actual confusion, and  
14 has otherwise competed unfairly with Edge by unlawfully trading on and using  
15 the Edge Mark without Edge permission or consent.

16 93. At no time has Edge ever given Naumkeag license, permission or  
17 authority to use or display the Edge Mark.

18 94. Upon information and belief, Naumkeag's activities complained  
19 of herein constitute willful and intentional infringements of the Edge Mark, and  
20 that Naumkeag did so with the intent to unfairly compete against Edge, to trade  
21 upon Edge's reputation and goodwill by causing confusion and mistake among  
22 customers and the public, and to deceive the public into believing that  
23 Naumkeag's products and/or services are associated with, sponsored by,  
24 originated from, or are approved by Edge, when in truth and fact they are not.

25 95. Upon information and belief, Naumkeag had actual knowledge of  
26 Edge's ownership and prior use of the Edge Mark and without the consent of  
27 Edge has willfully infringed the Edge Mark in violation of 15 U.S.C. § 1114.

1           96.     Upon information and belief, Naumkeag has derived and  
2 received, and will continue to derive and receive, gains, profits, and advantages  
3 from the use of the Edge Mark in an amount that is not presently known to  
4 Edge. By reason of Naumkeag's actions, constituting unauthorized use of the  
5 Edge Mark, Edge has been damaged and is entitled to monetary relief in an  
6 amount to be determined at trial.

7           97.     Due to Naumkeag's actions, constituting unauthorized use of the  
8 Edge Mark, Edge has suffered and continues to suffer great and irreparable  
9 injury, for which Edge has no adequate remedy at law. Edge will suffer  
10 substantial loss of goodwill and reputation unless and until Naumkeag is  
11 preliminarily and permanently enjoined from its wrongful actions complained of  
12 herein.

13                               **EIGHTH CLAIM FOR RELIEF**  
14                               **FEDERAL UNFAIR COMPETITION AND**  
15                               **FALSE DESIGNATION OF ORIGIN**

16   (15 U.S.C. § 1125(a))

17           98.     Plaintiffs incorporate by reference and reallege each of the  
18 allegations set forth in Paragraphs 1-97 above.

19           99.     This is a claim for unfair competition and false designation of  
20 origin arising under 15 U.S.C. § 1125(a).

21           100.    Without Edge's consent, Naumkeag has created and will create a  
22 false designation of origin by using in commerce the Edge Mark and/or other  
23 marks confusingly similar to the Edge Mark in connection with the distribution,  
24 sale, offering for sale, advertising, and/or promotion of Naumkeag's products  
25 and/or services, thereby causing a likelihood of confusion, mistake or deception  
26 as to an affiliation, connection or association with Edge or to suggest Edge as  
27 the origin of the goods and/or services, or that Edge has sponsored or approved  
28 Naumkeag's commercial activities.

1           101. Upon information and belief, Naumkeag acted with the intent to  
2 unfairly compete against Edge, to trade upon Edge's reputation and goodwill by  
3 causing confusion and mistake among customers and the public, and to deceive  
4 the public into believing that Naumkeag's aesthetic products and/or services are  
5 associated with, sponsored by or approved by Edge, when they are not.

6           102. Upon information and belief, Naumkeag had knowledge of  
7 Edge's ownership and prior use of the Edge Mark, and without the consent of  
8 Edge, has willfully committed acts of unfair competition and false designation  
9 of origin in violation of 15 U.S.C. § 1125(a).

10           103. Upon information and belief, Naumkeag has derived and  
11 received, and will continue to derive and receive, gains, profits, and advantages  
12 from Naumkeag's false designation of origin, false or misleading statements,  
13 descriptions of fact, or false or misleading representations of fact in an amount  
14 that is not presently known to Edge. By reason of Naumkeag's actions,  
15 constituting false designation of origin, false or misleading statements, false or  
16 misleading descriptions of fact, or false or misleading representations of fact,  
17 Edge has been damaged and is entitled to monetary relief in an amount to be  
18 determined at trial.

19           104. Due to Naumkeag's actions, constituting false designation of  
20 origin, false or misleading statements, false or misleading description of fact, or  
21 false or misleading representations of fact, Edge has suffered and continues to  
22 suffer great and irreparable injury, for which Edge has no adequate remedy at  
23 law.

24                           **DEMAND FOR JUDGMENT**

25           WHEREFORE, Plaintiffs pray for judgment and seek relief as follows:

26           A. That the Court enter judgment in favor of Plaintiffs and against  
27 Naumkeag on all claims for relief alleged herein;

28           ///



1           B.     A judgment that Naumkeag has infringed U.S. Patent Nos.  
2     6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513;

3           C.     Preliminary and permanent injunctions against further infringement  
4     by Naumkeag of U.S. Patent Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886,  
5     8,066,716, and 8,337,513 including injunctions against direct infringement,  
6     contributory infringement, and induced infringement;

7           D.     An award of damages for Naumkeag's infringement of U.S. Patent  
8     Nos. 6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513;

9           E.     A declaration that Naumkeag's infringement of U.S. Patent Nos.  
10    6,299,620, 6,641,591, 7,678,120, 7,789,886, 8,066,716 and 8,337,513 was and  
11    is willful, and that this is an exceptional case under 35 U.S.C. § 285;

12          F.     A trebling of the award of damages under 35 U.S.C. § 284, or such  
13    other enhancement of the award of damages that the Court deems appropriate;

14          G.     An award of attorneys' fees and non-taxable costs under 35 U.S.C.  
15    § 285 on account of Naumkeag's willful infringement;

16          H.     That the Edge Mark be deemed valid and willfully infringed by  
17    Naumkeag in violation of 15 U.S.C. § 1114, *et seq.*;

18          I.     A preliminary and permanent injunction against Naumkeag, its  
19    officers, agents, servants, employees, representatives, successors, and assigns,  
20    and all persons, firms, or corporations in active concert or participation with  
21    Naumkeag, enjoining them from engaging in the following activities and from  
22    assisting or inducing, directly or indirectly, others to engage in the following  
23    activities:

- 24               1.     using to market, advertise, promote, sell, offer for sale,  
25                       and/or identify Naumkeag's goods and/or services with the  
26                       Edge Mark or any mark that is confusingly similar to the  
27                       Edge Mark or is likely to create the erroneous impression  
28

1                   that Naumkeag's goods or services originate from Edge, are  
2                   endorsed by Edge, or are connected in any way with Edge;  
3                2.     manufacturing, distributing, shipping, importing,  
4                   reproducing, displaying, advertising, marketing, promoting,  
5                   transferring, selling, and/or offering to sell any products or  
6                   services that use the Edge Mark and/or any confusingly  
7                   similar marks;  
8                3.     otherwise infringing the Edge Mark;  
9                4.     falsely designating the origin of Naumkeag's goods;  
10              5.     unfairly competing with Edge in any manner; or  
11              6.     causing a likelihood of confusion or injuries to Edge's  
12                   business reputation;  
13            J.     That Naumkeag be directed to file with this Court and serve on  
14            Edge within thirty (30) days after the service of the injunction, a report, in  
15            writing, under oath, setting forth in detail the manner and form in which  
16            Naumkeag has complied with the injunction pursuant to 15 U.S.C. § 1116;  
17            K.     That, because of the exceptional nature of this case resulting from  
18            Naumkeag's deliberate infringing actions, this Court award to Edge all  
19            reasonable attorneys' fees, costs and disbursements incurred as a result of this  
20            action, pursuant to 15 U.S.C. § 1117;  
21            L.     That Naumkeag be required to account for any and all profits  
22            derived by its acts of trademark infringement, false designation of origin, and  
23            unfair competition complained of in this Complaint;  
24            M.     That Edge be awarded damages for Naumkeag's trademark  
25            infringement pursuant to 15 U.S.C. § 1117 in the form of Naumkeag's profits,  
26            damages sustained by Edge and the costs of the action, together with  
27            prejudgment and post-judgment interest;  
28            ///

1 N. That Naumkeag's acts of trademark infringement, false designation  
2 of origin, and unfair competition complained of in this Complaint be deemed  
3 willful, and that Edge be entitled to enhanced damages;

4 O. That Plaintiffs have and recover the costs of this civil action,  
5 including reasonable attorneys' fees;

6 P. An award of pre-judgment and post-judgment interest and costs of  
7 this action against Naumkeag;

8 Q. An award of taxable costs; and

9 R. Such other and further relief as this Court may deem just and  
10 proper.

11 Respectfully submitted,

12 KNOBBE, MARTENS, OLSON & BEAR, LLP  
13

14 Dated: June 17, 2014

By: /s/ Ali S. Razai

Brenton R. Babcock

Ali S. Razai

Rustin Mangum

Attorneys for Plaintiffs

EDGE SYSTEMS LLC and

AXIA MEDSCIENCES, LLC  
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**DEMAND FOR TRIAL BY JURY**

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

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 17, 2014

By: /s/ Ali S. Razai

Brenton R. Babcock

Ali S. Razai

Rustin Mangum

Attorneys for Plaintiffs

EDGE SYSTEMS LLC and

AXIA MEDSCIENCES, LLC

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