

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

SMILEBOND SYSTEMS LLC,
a Michigan Limited Liability
Company,

Plaintiff,

v.

GC AMERICA INC.
an Illinois Corporation,

Defendant.

CASE NO:

Hon.

DEMAND FOR JURY TRIAL

**COMPLAINT FOR PATENT INFRINGEMENT
AND DEMAND FOR JURY TRIAL**

Plaintiff SMILEBOND SYSTEMS LLC, for its Complaint against
Defendant GC AMERICA INC., states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff SMILEBOND SYSTEMS LLC (“SmileBond”) is a Michigan limited liability company with its principal place of business in Lansing, Michigan.
2. GC America Inc. (“GC America”) is an Illinois corporation with its principal place of business in Alsip, Illinois.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

4. This Court has personal jurisdiction over GC America because, upon information and belief, GC America has minimum contacts in Michigan through at least its interactive website and through its being an exhibitor at Michigan Dental Association annual sessions.

5. Venue is proper under 28 U.S.C. § 1400 (b) and 28 U.S.C. § 1391(c).

COUNT FOR PATENT INFRINGEMENT

6. SmileBond reasserts and realleges Paragraphs 1-5 as if fully set forth herein.

7. On May 15, 2007, United States Letters Patent No. 7,217,131 (“the ’131 Patent”) was duly and legally issued for a method and kit for dental restoration. A copy of the ’131 Patent, entitled “METHOD FOR DENTAL RESTORATION AND KIT,” is attached to this Complaint as Exhibit A.

8. By assignment, SmileBond owns the ’131 Patent now, and SmileBond acquired all right, title and interest in the ’131 Patent including the right to sue for past infringement and recover damages for past infringement. Thus, SmileBond has all necessary ownership rights to the ’131 Patent for the entire period of GC America’s infringing acts.

9. The '131 Patent is valid and enforceable under the United States patent laws.

10. Upon information and belief, GC America, in violation of 35 U.S.C. § 271(a), has directly infringed, and continues to directly infringe, the '131 Patent, by making, using, selling, and/or offering for sale a method for dental restoration and/or a kit for dental restoration as demonstrated in a G-aenial video made available on GC America's website located at the following URL:

http://www.gcamerica.com/products/operator/G-aenial_IMatrix/index.php, and

GC America will continue to do so unless enjoined by this Court.

11. Upon information and belief, GC America has knowledge of the patent and GC America's infringement through at least the patent marking on SmileBond's website and the correspondence dated to GC America dated May 22, 2015.

12. Upon information and belief, GC America has induced infringement, and continues to induce infringement, of the '131 Patent under 25 U.S.C. § 271(b) by knowingly selling its infringing kits to suppliers, who, in turn, sell the infringing products to various customers, including, but not limited to, practicing dentists and other dental professionals to use, at least, the claimed method(s) and kit(s) as instructed by GC America on its at least its website video. Upon

information and belief, GC America will continue to induce infringement of the '131 Patent unless enjoined by this Court.

13. Upon information and belief, GC America has contributorily infringed, and continues to contributorily infringe, the '131 Patent under 35 U.S.C. § 271(c) by knowingly selling its infringing kits (which are not a staple articles or commodities of commerce suitable for substantial noninfringing uses) to suppliers, who, in turn, sell the infringing products to various customers, including, but not limited to, practicing dentists and other dental professionals to use, at least, the claimed method(s) and kit(s) as instructed by GC America on its at least its website video. Upon information and belief, GC America will continue to contributorily infringe the '131 Patent unless enjoined by this Court.

14. SmileBond has complied with the statutory requirement of placing a notice of the Letters Patent, and has given GC America written notice of the infringement via a letter dated May 22, 2015.

15. GC America's acts of direct and/or indirect infringement have caused damage to SmileBond, and SmileBond is entitled to recover from GC America the damages sustained by SmileBond as a result of GC America's wrongful acts in an amount subject to proof at trial. GC America's infringement of SmileBond's exclusive rights will continue to damage SmileBond, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

16. SmileBond demands a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, SmileBond respectfully requests entry of judgment in its favor and against GC America as follows:

- a) A Declaration that GC America is directly and/or indirectly infringing U.S. Patent No. 7,217,131;
- b) Permanently enjoining GC America and those acting in privity with them from further infringement;
- c) Awarding to SmileBond the damages arising out of GC America's infringement pursuant to 35 U.S.C. § 284 together with prejudgment and post-judgment interest, in an amount according to proof; and
- d) For such other costs and further relief as the Court may deem just and proper.

Respectfully submitted,

BUTZEL LONG

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