IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

ACME UNITED CORPORATION,

Plaintiff,

v.

FOX KNIVES USA, LLC

Defendant.

Civil Action No.

JURY TRIAL DEMANDED

COMPLAINT AND JURY DEMAND

Plaintiff Acme United Corporation brings this patent infringement action against Defendant Fox Knives USA, LLC and alleges:

NATURE OF THE ACTION

1. This is an action by Acme United Corporation under the Patent Laws of the United States. This dispute involves Defendant Fox Knives, LLC' infringement of a patent owned by Acme United, U.S. Patent No. 6,959,494.

THE PARTIES

2. Plaintiff Acme United Corporation ("Acme United") is a corporation organized and existing under the laws of the State of Connecticut and having a place of business at 60 Round Hill Road, Fairfield, Connecticut 06824.

3. Acme United is a leading worldwide supplier of innovative branded cutting, measuring and safety products in the school, home, office, hardware, and industrial markets. The company has facilities in the United States, Canada, Germany, Hong Kong, and China. Acme United products are organized under four global brands: Westcott®, Clauss®,

PhysiciansCare®, and Camillus®, all of which serve a growing customer base that includes the world's premier retailers and merchandisers.

4. On information and belief, Defendant Fox Knives USA, LLC ("Fox Knives") is a limited liability company organized under the laws of the State of Washington and having a place of business located at 9918 162nd Street Ct. E., Suite 14, Puyallup, Washington 98375.

JURISDICTION AND VENUE

5. This is action arises under the patent laws of the United States, 35 U.S.C. § 101 *et seq*. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 1338(a).

6. On information and belief, Defendant Fox Knives' products have been offered for sale and continue to be offered for sale in the State of Connecticut and this District, for example, through at least an interactive Internet website (http://www.foxknivesusa.com).

7. Defendant Fox Knives is subject to personal jurisdiction in this District because, among other reasons, on information and belief, Defendant directs business activities toward and solicits business from consumers within the State of Connecticut and this District.

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

FACTUAL BACKGROUND

9. U.S. Patent No. 6,959,494 ("the '494 Patent"), entitled "Folding Blade Knife With Spring Assisted Pivoting Feature," was duly and legally issued on November 1, 2005. Acme United is the owner of all right, title, and interest in and to the '494 Patent. A copy of the '494 Patent is attached as Exhibit A to the Complaint.

10. There are two recorded assignments for the '494 Patent listed in the U.S. Patent and Trademark Office's assignment records:

a. *The 2003 Assignment* – On September 10, 2003, William J. Taylor, the named inventor on the '494 Patent, assigned the entire right, title and interest in the patent to Camillus Cutlery Company. This assignment was recorded with the U.S. Patent and Trademark Office on October 7, 2003, within 3 months of execution in accordance with 35 U.S.C. 261.

b. *The 2007 Assignment* – On September 18, 2007, Acme United entered into an agreement with Camillus Cutlery Company in which Camillus assigned its entire right, title, and interest to the '494 Patent to Acme United. This assignment was recorded with the U.S. Patent and Trademark Office on October 23, 2007, within 3 months of execution in accordance with 35 U.S.C. 261.

11. Acme United is the bona fide purchaser of the '494 Patent pursuant to United States Law, 35 U.S.C. 261, and accordingly, has good and enforceable title to the '494 Patent.

12. The '494 Patent is valid and enforceable.

COUNT I

(PATENT INFRINGEMENT)

13. The allegations of paragraphs 1-12 are incorporated by reference as though fully set forth herein.

14. On information and belief, Defendant Fox Knives has made, used, sold, and/or offered to sell knife products covered by the '494 Patent in the United States, including, but not limited to Defendant's Black Fox Tactical line of knives.

15. The unauthorized making, using, selling, offering for sale, and/or importing of such knife products by Defendant constitutes infringement under at least 35 U.S.C. § 271(a).

16. On information and belief, Defendant Fox Knives made, used, sold, and/or offered to sell knife products covered by the '494 Patent with actual knowledge that it is infringing the '494 Patent.

17. On information and belief, Defendant Fox Knives was made aware of and had knowledge of the '494 Patent and its infringement thereof.

18. On information and belief, Defendant Fox Knives has manufactured and sold knives marked with the '494 Patent, despite the fact that it is not authorized by Acme United to make, use, sell, or offer to sell knife products covered by the '494 Patent. Examples of such marked products manufactured and sold by Fox Knives without Acme United's authorization are attached as Exhibit B hereto.

19. Defendant Fox Knives' willful infringement of the '494 Patent and deliberate and/or conscious disregard for Acme United's rights warrant a trebling of damages pursuant to 35 U.S.C. § 284, and a finding that this case is exceptional under 35 U.S.C. § 285, thereby entitling Acme United to an award of its costs and attorneys' fees.

20. Acme United has been damaged in an amount to be determined at trial, but in no event less than a reasonable royalty for the use of such knife products by Defendant Fox Knives, together with interest and costs.

21. Acme United has been, and is being, irreparably harmed and has incurred, and will continue to incur, damages as a result of Defendant's infringement of the '494 Patent.

22. On information and belief, such infringement will continue by Defendant Fox Knives unless enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Acme United prays that the Court:

A. Enter judgment that Defendant Fox Knives has infringed one or more claims of U.S. Patent No. 6,959,494;

B. Enter judgment that Defendant's acts of infringement and/or induced infringement are willful;

C. Enter judgment that this is an exceptional case under 35 U.S.C. § 285;

D. Pursuant to 35 U.S.C. § 283, preliminarily and permanently enjoin Defendant, all affiliates, businesses, agents, partners, representatives and any and all parties in active concert and/or participation with Defendant from directly or indirectly making, having made, selling, offering for sale, distributing, using, or importing into the United States all knives that infringe U.S. Patent No. 6,959,494;

E. Order Defendant to account for and pay to Acme United all damages caused to Acme United by Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendant, together with interest and costs as fixed by the Court;

F. Award Acme United treble damages pursuant to 35 U.S.C. § 284, 15 U.S.C. § 1117(a), or as otherwise allowed by law;

G. Award Acme United its attorneys' fees as provided by 35 U.S.C. § 285, 15 U.S.C. § 1117, or as otherwise allowed by law;

H. Award Acme United its prejudgment interest and costs;

I. Order Defendant to destroy any infringing goods and any means for committing infringement;

J. Enter a declaratory judgment that Acme United is the owner of all right, title, and interest to the '494 Patent;

K. Grant such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Acme United requests a trial by jury on all issues so triable.

Dated: July 2, 2013

Respectfully submitted,

By: */s/ Alexander E. Andrews*

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