

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ZIPSTRING, LLC,

Plaintiff,

v.

**NXTGEN TOYS, LLC, LIVE GLEAM,
LLC, and BENZION SADIGURSKY,**

Defendants.

Civil Action No.: 1-24-cv-00136-TCB

Jury Trial Demanded

**FIRST AMENDED COMPLAINT FOR PATENT
INFRINGEMENT**

Plaintiff ZipString, LLC, (“Plaintiff” or “ZipString”), by and through its undersigned attorneys, brings this Complaint against Defendants, NxtGen Toys, LLC (“Defendant NxtGen” or “NxtGen”), Live Gleam, LLC (“Defendant Live Gleam” or “Live Gleam”), and Benzion Sadigursky (“Defendant Sadigursky” or “Sadigursky”), together the “Defendants,” and alleges as follows:

JURISDICTION

This is an action for damages and injunctive relief brought by Plaintiff for Patent Infringement under the Patent Act, 35 U.S.C. § 271 and other common law and statutory law as set forth herein.

1. This court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1338(a) and the supplemental jurisdiction of the Court as provided in 28 U.S.C. § 1367.

2. This Court has personal jurisdiction over Defendant NxtGen because NxtGen availed itself of this jurisdiction by filing a related Patent Action for Declaratory Judgment that involves the same patent at issue in this action, United States Patent No. 11,674,774, entitled “String Shooting Device,” against ZipString. (*NxtGen Toys, LLC, v. ZipString, LLC*, Civil Action No. 1:23-cv-5335-TCB). Additionally, on information and belief, Defendant NxtGen transacts business in Georgia, regularly does or solicits business or engages in other persistent courses of conduct in Georgia, derives substantial revenue from services rendered and goods sold in Georgia, and committed the infringement giving rise to the instant Complaint in Georgia.

3. This Court has personal jurisdiction over Defendant Live Gleam because, upon information and belief, Defendant Live Gleam is a related company to NxtGen, with both being owned by the same individual, Benjamin Sadigursky, that fulfills and ships orders from sales of the infringing product made through Amazon, LoopLasso.com, and other retailers. Additionally, on information and belief, Defendant Live Gleam transacts business in Georgia, regularly does or

solicits business or engages in other persistent courses of conduct in Georgia, derives substantial revenue from services rendered and goods sold in Georgia, and committed the infringement giving rise to the instant Complaint in Georgia.

4. This Court has personal jurisdiction over Defendant Sadigursky because he purposefully conducted activities within the state of Georgia, including but not limited to false advertising and activities designed to interfere with the business relationships of Plaintiff, giving rise to the instant Complaint.

5. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2) and 1400(b).

THE PARTIES

6. Plaintiff is a Georgia limited liability company with its principal place of business at 10302 Papillon Trace, Johns Creek, Georgia 30022.

7. On information and belief, Defendant NxtGen is an Arizona limited liability company with its principal office at 1106 E Weber Drive, Unit 1026, Tempe, Arizona 85218.

8. On information and belief, Defendant Live Gleam is a Nevada limited liability company with its principal office at 3325 E Quad Park CT, Suite 102, Post Falls, ID 83854-3325.

9. On information and belief, Defendant Sadigursky is an Arizona resident

with an address of 1106 E Weber Drive, Unit 1026, Tempe, Arizona 85218.

10. The Defendants are inextricably intermingled in their actions including, as noted below, that Defendant Live Gleam is the seller of the infringing product on Amazon, yet the related case for Declaratory Judgment was brought by Defendant NxtGen, citing the Amazon action. Both Live Gleam and NxtGen are owned by Defendant Sadigursky.

BACKGROUND

11. Plaintiff ZipString's founders, Stephen Fazio, Austin Hillam, and Mark Hillam invented a mesmerizing hand-held string launcher that floats a seemingly standard loop of string in the air. This pocket-sized device's sleek design has made it one of the most talked-about new toy products in recent years.

12. ZipString is the owner of all intellectual property rights in connection with the novel string launcher invented by Fazio et al. including, without limitation, the patent rights asserted in this Complaint.

13. Zip string is the owner of U.S. Patent No. 11,674,774, entitled "String Shooting Device," (the '774 Patent). A copy of the '774 Patent is attached as **Exhibit A** hereto.

14. On August 12, 2021, the ZipString® string shooter went viral when a video of their device was shared on social media receiving more than 20,000,000 views

in one night. Stephen and Austin, along with Mark Hillam, set up shop in the basement of the Hillam family home, where they invented dozens of iterations before bringing their invention to market.

15. On August 24, 2021, on information and belief, Defendant Sadigursky posted on the social media platform Instagram, images of a first “prototype” of a string shooting device, the “LoopLasso” including a drawing dated August 20, 2021, stating that there were still a “few challenges to tweak.” Social media screenshots are attached collectively as **Exhibit B**.

16. Amid all the energy to bring the ZipString® string shooter to the world, ZipString launched a successful Kickstarter campaign to help fund the development costs. The Kickstarter campaign ran from September 7, 2021, to October 9, 2021.

17. Defendant Sadigursky pledged support as a Kickstarter Backer on September 10, 2021. Kickstarter Backers were provided an inside look at the creative process that went into bringing the ZipString string shooter to market with updates by the founders. Kickstarter documentation is attached collectively as **Exhibit C**.

18. Upon information and belief, Defendant Sadigursky’s sole reason for contributing to the Kickstarter campaign was to receive inside information from

the ZipString founders in order to bring a competing product to market, robbing ZipString of market share and diverting customers from ZipString by creating confusion in the marketplace as to who invented the “original” flying string shooter as well as confusion as to whether or not the customers were purchasing from ZipString.

19. During the pandemic, thousands of ZipString® devices were built and shipped from Johns Creek, Georgia. Since then, ZipString® string shooters have been shipped to over 50 countries around the globe. Despite this success, there has been actual confusion created by Defendants’ purposeful marketing strategies that, upon information and belief, has taken customers from ZipString and harmed its reputation.

20. Upon information and belief, Defendants Sadigursky and Live Gleam offered for sale— for the first time— the infringing string shooting device on or about December 11, 2021.

21. In December 2022, ZipString® founders Stephen Fazio and Austin Hillam appeared on the hit TV show Shark Tank to rave reviews and received an offer to invest in their product from two of the “sharks” for further production of their ZipString® string shooter.

22. After the Shark Tank appearance, Defendant Sadigursky began marketing

the infringing string shooting device on media platforms, including without limitation, You Tube and Google Ads. Defendant Sadigursky advertised the infringing string shooting device as “Loop Lasso—**The Original Zip String.**” Upon information and belief, Defendant Sadigursky increased his ad spend on Google to include “ZipString” as a Google keyword. Screenshots are attached collectively as **Exhibit D.**

23. ZipString sent a letter dated March 8, 2023, to Defendant Sadigursky, demanding that he cease and desist from its unlawful conduct related to the ZipString® string shooting device, in particular the clearly false and misleading claims regarding its “LoopLasso” device.

24. Defendant Sadigursky initially complied with ZipString’s request and removed the clearly false and misleading advertising claims from certain marketing channels and internet commerce platforms.

25. On or about April 7, 2023, Plaintiff ZipString realized the Defendant Zadigursky was also using “ZipString” in alt text, as well as copying other listing details from ZipString, and reported the listings to Amazon for violation of various Amazon policies. The listings were subsequently removed and remain removed on Amazon until November 2023.

26. Upon information and belief, Defendant Sadigursky has resumed deceptive

trade practices with new false claims on social medial and e-commerce sites that Defendants’ product is the original string shooter and that it is patented. For example, the banner on all pages of the looplasso.com website declares its stringshooter to be “THE ORIGINAL AND PATENTED LIGHT TOY.” In addition, on Amazon, the LoopLasso storefront advertises its product as “The Original Patented Design.” The same Amazon storefront says that the products “Ships from and sold by Loop Toys.” Upon clicking on the seller “Loop Toys” to get to the “Detailed Seller Information,” Defendant Live Gleam is listed as the seller.



Also, see **Exhibit E**.

27. Upon information and belief, Defendants’ infringing device, aka the “LoopLasso,” is not patented.

28. Defendants’ false claims have caused and will continue to cause confusion in the marketplace among potential customers of ZipString. For example, on Defendants’ Instagram platform, one potential consumer commented, “Zipstring

isn't patented, looplasso is. It feels like zipstring ripped THEM off if anything."

See **Exhibit F**.

29. On October 27, 2023, ZipString filed an Amazon Patent Evaluation Express Program (APEX) complaint alleging that Defendant Live Gleam (the Amazon seller) infringes at least one claim of the '774 patent¹. A copy of the APEX filing and procedure are attached as **Exhibit G**.

30. Defendant Live Gleam had until November 21, 2023, to respond to the APEX action or else their infringing products, including but not limited to ASIN B0CJ8QZ8PQ, would be removed from the Amazon platform per the APEX rules.

31. Instead, Defendant NextGen Toys, who is not listed on Amazon.com as the seller of the infringing product, elected to file a complaint on November 20, 2023, for Declaratory Judgment of Patent Non-Infringement, in this Court's jurisdiction, alleging that the '774 patent is not infringed by NextGen Toys. (*NxtGen Toys, LLC, v. ZipString, LLC*, Civil Action No. 1:23-cv-5335-TCB). The Complaint, as filed, is so devoid of any facts or analysis that it fails to state a claim for which relief can be granted.

32. Upon information and belief, it is Amazon policy that if a patent is involved

¹ APEX actions only allow for one infringing claim to be asserted.

in a Federal litigation, an APEX action will not be instituted, and the accused product will remain available for purchase by Amazon consumers.

33. Plaintiff was notified on November 22, 2023, that the APEX action would not be instituted due to the pending United States District Court proceeding. After a reasonable opportunity for further investigation and discovery, the evidence will likely show that Defendants' motivation for filing Civil Action No. 1:23-cv-5335-TCB was solely to prevent the removal of its product from Amazon during the holiday selling season and to continue its infringing sales, tortious conduct, and false advertising.

34. ZipString's counsel has communicated to NxtGen Toys' counsel that ZipString would waive service of a summons in Civil Action No. 1:23-cv-5335-TCB. As of the filing date of this complaint, ZipString has yet to be served with the complaint.

35. On December 1, 2023, Zipstring received a notice of allowance from the United States Patent and Trademark Office that a continuation application of the '774 patent, Application No. 18/354,014 is in a condition for issuance. The issue fee was paid on December 15, 2023.

36. On January 23, 2024, Application No.: 18/354,014 issued as U.S. Patent No. 11,879,703. ZipString is the owner of U.S. Patent No.: 11,897,703, entitled

“String Shooting Device” (the ‘703 Patent) and U.S. Patent No.: 11,918,927, entitled “Glow-in-the Dark String and String Shooting Device” (the ‘927 Patent).

A copy of the ‘703 Patent and the ‘927 Patent are attached as **Exhibit I**.

37. On February 15, 2024, ZipString received a notice of allowance from the United States Patent and Trademark Office that a continuation application of the ‘774 patent, Application No. 18/309,086 is in a condition for issuance. Once the patent is issued, Defendant’s string shooter will infringe at least one of the claims in ZipString’s pending allowed patent. A copy of the Notice of Allowance is attached as **Exhibit M** and the Claims as allowed are attached as **Exhibit N**.

COUNT I

DIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (a))**

38. This Count alleges direct Patent Infringement of the ‘774 Patent against all Defendants pursuant to 35 U.S.C. § 271(a) literally and/or under the doctrine of equivalents. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

39. Defendants have infringed and are still infringing one or more claims of the ‘774 Patent by making, using, selling and offering to sell a string shooting device embodying the invention protected under the ‘774 Patent, advertised falsely as an

Original Patented Design, including without limitation, on Amazon.com (see attached **Exhibit E**) and will continue to do so unless enjoined by this Court.

40. Defendants' string shooting device infringes literally or under the doctrine of equivalents claims 1-9, and 10-19 of the '774 patent. A copy of a claim chart outlining the infringement is attached as **Exhibit H**.

41. Defendants' acts of infringement are willful, warranting the assessment of increased damages pursuant to 35 U.S.C. § 284 and a finding that this is an exceptional case pursuant to 35 U.S.C. § 285.

42. Defendants' acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of Plaintiff. These infringing acts have caused, are causing, and will continue to cause injury to Plaintiff, including irreparable injury and damages, unless and until Defendant is enjoined from doing so by this Court.

COUNT II

INDIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (b) and (c))**

43. This Count alleges Contributory Patent Infringement of the '774 Patent against Defendants, pursuant to 35 U.S.C. § 271© and Induced Patent infringement 35 U.S.C. § 271(b). Plaintiff incorporates by this reference the

allegations contained in the preceding paragraphs as if fully set forth herein.

44. Defendants have contributorily infringed and continue to contributorily infringe the '774 Patent by importing and selling the component parts of 1) the string and 2) the shooter together knowing that the same will be used to infringe the '774 Patent.

45. Defendants have induced infringement and continue to induce infringement of the '774 Patent by instructing their customers on how to load the string and use the shooter, knowing that the instructions, when correctly performed by a user of its product, will lead to direct patent infringement.

46. Defendants' customers, by using Defendants' infringing string shooting device, have directly infringed and continue to directly infringe one or more claims of the '774 Patent.

47. Defendants have sold and offered to sell the infringing string shooting device for use in practicing one or more claims of the '774 Patent and have done so with knowledge that the product is specially made or adapted for use in an infringement of the '774 Patent.

48. Defendants instruct users to insert the string and utilize the Defendants' infringing device in a manner that infringes the claims of the '774 Patent.

49. Defendants' string shooting device is not a staple article of commerce

suitable for substantial non-infringing uses.

50. Defendants' acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of ZipString. These infringing acts have caused, are causing and will continue to cause injury to ZipString, including irreparable injury and damages, unless and until Defendants are enjoined from doing so by this Court.

COUNT III

DIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (a))**

51. This Count alleges direct Patent Infringement of the '703 Patent against all Defendants pursuant to 35 U.S.C. § 271(a) literally and/or under the doctrine of equivalents. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

52. Defendants have infringed and are still infringing one or more claims of the '703 Patent by making, using, selling and offering to sell a string shooting device embodying the invention protected under the '703 Patent, advertised falsely as an Original Patented Design, including without limitation, on Amazon.com (see attached **Exhibit E**) and will continue to do so unless enjoined by this Court.

53. Defendants' string shooting device infringes literally or under the doctrine

of equivalents claims 1-13 and 17 of the ‘703 patent. A copy of a claim chart outlining the infringement is attached as **Exhibit J**.

54. Defendants’ acts of infringement are willful, warranting the assessment of increased damages pursuant to 35 U.S.C. § 284 and a finding that this is an exceptional case pursuant to 35 U.S.C. § 285.

55. Defendants’ acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of Plaintiff. These infringing acts have caused, are causing, and will continue to cause injury to Plaintiff, including irreparable injury and damages, unless and until Defendant is enjoined from doing so by this Court.

COUNT IV

INDIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (b) and (c))**

56. This Count alleges Contributory Patent Infringement of the ‘703 Patent against Defendants, pursuant to 35 U.S.C. § 271(c) and Induced Patent infringement 35 U.S.C. § 271(b). Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

57. Defendants have contributorily infringed and continue to contributorily infringe the ‘703 Patent by importing and selling the component parts of 1) the

string and 2) the shooter together knowing that the same will be used to infringe the ‘703 Patent.

58. Defendants have induced infringement and continue to induce infringement of the ‘703 Patent by instructing their customers on how to load the string and use the shooter, knowing that the instructions, when correctly performed by a user of its product, will lead to direct patent infringement.

59. Defendants’ customers, by using Defendants’ infringing string shooting device, have directly infringed and continue to directly infringe one or more claims of the ‘703 Patent.

60. Defendants have sold and offered to sell the infringing string shooting device for use in practicing one or more claims of the ‘703 Patent and have done so with knowledge that the product is specially made or adapted for use in an infringement of the ‘703 Patent.

61. Defendants instruct users to insert the string and utilize the Defendants’ infringing device in a manner that infringes the claims of the ‘703 Patent.

62. Defendants’ string shooting device is not a staple article of commerce suitable for substantial non-infringing uses.

63. Defendants’ acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of ZipString. These infringing

acts have caused, are causing and will continue to cause injury to ZipString, including irreparable injury and damages, unless and until Defendants are enjoined from doing so by this Court.

COUNT V

DIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (a))**

64. This Count alleges direct Patent Infringement of the ‘927 Patent against all Defendants pursuant to 35 U.S.C. § 271(a) literally and/or under the doctrine of equivalents. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

65. Defendants have infringed and are still infringing one or more claims of the ‘927 Patent by making, using, selling and offering to sell a string shooting device embodying the invention protected under the ‘927 Patent, advertised falsely as an Original Patented Design, including without limitation, on Amazon.com (see attached **Exhibit L**) and will continue to do so unless enjoined by this Court.

66. Defendants’ string shooting device infringes literally or under the doctrine of equivalents claims 1-4, 7, 11, 13, and 16-20 of the ‘927 patent. A copy of a claim chart outlining the infringement is attached as **Exhibit K**.

67. Defendants’ acts of infringement are willful, warranting the assessment of

increased damages pursuant to 35 U.S.C. § 284 and a finding that this is an exceptional case pursuant to 35 U.S.C. § 285.

68. Defendants' acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of Plaintiff. These infringing acts have caused, are causing, and will continue to cause injury to Plaintiff, including irreparable injury and damages, unless and until Defendant is enjoined from doing so by this Court.

COUNT VI

INDIRECT PATENT INFRINGEMENT **(35 U.S.C. § 271 (b) and (c))**

69. This Count alleges Contributory Patent Infringement of the '927 Patent against Defendants, pursuant to 35 U.S.C. § 271(c) and Induced Patent infringement 35 U.S.C. § 271(b). Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

70. Defendants have contributorily infringed and continue to contributorily infringe the '927 Patent by importing and selling the component parts of 1) the string and 2) the shooter together knowing that the same will be used to infringe the '927 Patent.

71. Defendants have induced infringement and continue to induce infringement

of the ‘927 Patent by instructing their customers on how to load the string and use the shooter, knowing that the instructions, when correctly performed by a user of its product, will lead to direct patent infringement.

72. Defendants’ customers, by using Defendants’ infringing string shooting device, have directly infringed and continue to directly infringe one or more claims of the ‘927 Patent.

73. Defendants have sold and offered to sell the infringing string shooting device for use in practicing one or more claims of the ‘927 Patent and have done so with knowledge that the product is specially made or adapted for use in an infringement of the ‘927 Patent.

74. Defendants instruct users to insert the string and utilize the Defendants’ infringing device in a manner that infringes the claims of the ‘927 Patent.

75. Defendants’ string shooting device is not a staple article of commerce suitable for substantial non-infringing uses.

76. Defendants’ acts of infringement have occurred, are occurring, and will continue to occur without the authority or license of ZipString. These infringing acts have caused, are causing and will continue to cause injury to ZipString, including irreparable injury and damages, unless and until Defendants are enjoined from doing so by this Court.

COUNT VII

VIOLATION OF LANHAM ACT FALSE ADVERTISING
(15 U.S.C. § 1125 (a))

77. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

78. Defendants have used and, on information and belief, continue to use, false and misleading descriptions and representations of fact in commercial advertising and promotion about the nature, characteristics, and qualities of its infringing string shooting device. Those false and misleading descriptions and representations of fact have deceived or have the tendency to deceive a substantial portion of the relevant purchasing public. These false and misleading statements by Defendants constitute false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

79. As alleged above, Defendants' advertising and promotion of a string shooting device as the original version of Plaintiff's ZipString® contain demonstrably false statements and misrepresentations, which has caused, and continues to cause, Plaintiff to suffer damages to its business and goodwill, and loss of sales and profits it would have made but for Defendants' wrongful acts.

80. Defendants cause, and have caused, their false and misleading advertising

to enter interstate commerce, including by making false and misleading statements in advertisement and promotional materials to consumers and others in the distribution chain throughout the United States (including this District), including without limitation, on Amazon.com (see **Exhibits E and L**).

81. Defendants' false and misleading statements are material in that they have influenced and are likely to influence the purchasing decisions of consumers and others in the distribution chain because they relate to inherent qualities or characteristics of Defendants' infringing string shooting device.

82. As a direct and proximate result of the wrongful acts of Defendants, as alleged above, Plaintiff has suffered, and will continue to suffer, substantial damage to its business reputation, goodwill, and market share, as well as loss of profits in an amount not yet ascertained.

83. Defendants' false advertising will continue to harm Plaintiff (and Plaintiff's customers), causing irreparable injury for which there is no adequate remedy at law, unless permanently enjoined by this Court.

84. Plaintiff is entitled to monetary damages in the amount of Plaintiff's actual damages or Defendants' profits resulting from Defendants' false advertising, in an amount to be proven at trial.

85. Plaintiff is also entitled to an accounting of Defendants' profits resulting

from its Lanham Act violations.

86. Upon information and belief, Defendants' false advertising is willful, knowing, calculated to deceive, and was undertaken in bad faith. As a result, this Court should determine that this is an exceptional case and award Plaintiff enhanced damages, its attorneys' fees, and costs incurred in prosecuting this action.

COUNT VIII

TORTIOUS INTERFERENCE WITH PROSPECTIVE & EXISTING BUSINESS RELATIONS

87. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

88. Defendant Sadigursky intentionally interfered with ZipString's prospective business relationships both in signing up as a Kickstarter Backer to gain insight into how to create a knock-off product and creating said product with the intent to drive customers of ZipString to Defendants through false advertising, and by wrongfully asserting that Defendants' string shooting device was the original string shooting device and was an original patented design to customers on social media as well as online shopping platforms, including Amazon.com, with the same intent of driving customers from ZipString to Defendants.

89. Based on information and belief, no colorable or good faith argument exists that the Defendants' string shooter is patented or that Defendants did not intend to drive customers away from ZipString to Defendants.

90. Defendants acted purposely and with malice to interfere with ZipString's relationships, including Amazon.com's customers, with specific intent to injure ZipString and its business by driving customers away from ZipString and to Defendants.

91. Defendants acted improperly and without privilege or legal justification by improperly claiming that Defendants' string shooting product was "the Original" and patented.

92. Defendants' marketing misrepresentations of fact have tortiously interfered with the business relations between ZipString and its customers and prospective customers.

93. As a direct and proximate result of Defendants' tortious interference, ZipString has lost material sales to the accused infringing products. ZipString's goodwill and reputation have also been injured.

94. Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences, and with the specific

intent to cause harm to ZipString, thereby entitling ZipString to recover punitive damages under O.C.G.A. § 51-12-5.1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff is entitled to and prays for relief as follows:

- A. Enter judgment against Defendants for infringement of the ‘774, ‘703 and ‘927 Patents and violation of the Lanham Act, and permanently enjoin Defendants, their principals, officers, directors, agents, employees, subsidiaries, affiliates and all other persons acting in active concert or participation with them, from further acts of infringement, pursuant to 35 U.S.C. § 283, and further violations of the Lanham Act;
- B. Enter judgment against Defendants for damages arising from the infringement of the ‘774, ‘703 and ‘927 Patents, pursuant to 35 U.S.C. § 284, and the Lanham Act;
- C. Enter judgment for ZipString for an accounting as to all damages arising from Defendants’ infringement of the ‘774, ‘703 and ‘927 Patents and violation of the Lanham Act;
- D. Requiring Defendants to disseminate, at its sole and exclusive cost, corrective advertising to consumers;

- E. Enter judgment that this case is exceptional and award treble damages, attorney fees and costs incurred in connection therewith, pursuant to 35 U.S.C. § 285;
- F. Enter judgment against Defendant for tortious interference with ZipString's prospective and existing business relations;
- G. Award ZipString actual damages, unjust enrichment, and exemplary and punitive damages in an amount to be determined at trial; and
- H. Enter judgment granting ZipString such other relief as this Court deems appropriate.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable.

Dated: April 9, 2024.

Respectfully submitted,

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