

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
Civil Action Case No.**

GLOBE COTYARN PVT. LTD.,

Plaintiff,

v.

AAVN, INC., and ARUN AGARWAL,

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT

Globe Cotyarn Pvt. Ltd., for its Complaint against Defendants AAVN, Inc. and Mr. Arun Agarwal, alleges as follows:

NATURE OF ACTION

1. This is an action seeking a declaratory judgment that U.S. Patent Nos. 9,131,790 (“the ’790 Patent”); 9,481,950 (“the ’950 Patent”); 9,493,892 (“the ’892 Patent”); 9,708,737 (“the ’737 Patent”); 10,066,324 (“the ’324 Patent”); 10,443,159 (“the ’159 Patent”); 10,472,744 (“the ’744 Patent”); 10,808,337 (“the ’337 Patent”); 11,168,414 (“the ’414 Patent”) (collectively, “the Patents-in-Suit”) are invalid and/or unenforceable pursuant to the patent laws of the United States, Title 35 of the United States Code, the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, and Rule 57 of the Federal Rules of Civil Procedure, and for a declaration of noninfringement for the ’324, ’159, ’744, ’337, and ’414 Patents.

PARTIES

2. Plaintiff Globe Cotyarn Pvt. Ltd. (“Globe”) is a private limited company¹ organized and existing under the laws of the Republic of India, and with its principal place of business in Mumbai, India.

3. Globe manufactures textiles, including bedsheets, and sells its textiles to importers in the United States. Globe’s customers, in turn, resell Globe textiles to retailers in the United States such as Belk, Inc., Macy’s, Inc., and Walmart Inc.

4. On information and belief, defendant AAVN, Inc. is a corporation organized and existing under the laws of Texas, with its principal place of business located at 123 Oak Lawn Avenue, Dallas, Texas, 75207.

5. On information and belief, AAVN develops, designs, imports, sells, and distributes textiles, including bedsheets, to resellers and retailers in the United States.

6. On information and belief, defendant Mr. Arun Agarwal is an individual domiciled in and a citizen of Texas.

7. On information and belief, and Mr. Arun Agarwal is the president and sole corporate director of AAVN, Inc., and exercises control over AAVN, Inc.’s activities,

¹ Globe is a company limited by shares, which is akin to a corporation. See, e.g., Island Stone Int’l Ltd. v. Island Stone India Private Ltd., No. 6:16-CV-656-ORL40KRS, 2017 WL 1437464, at *1 (M.D. Fla. Apr. 4, 2017) (Spaulding, M.J.) (explaining that court had previously treated Island Stone India Private Limited, a private limited company with its principal place of business in India, as a corporation); see also Brink’s Co. v. Chubb European Group Ltd., No. 3:20-CV-520-HEH, 2020 WL 6829870, at *5 (E.D. Va. Nov. 20, 2020) (analyzing U.K. private limited companies under two distinct tests, and finding that such companies should be treated like corporations for the purposes of diversity jurisdiction).

including but not limited to those relating to intellectual property acquisition and enforcement activities.

8. On information and belief, AAVN is engaged in the business of licensing and enforcing the Patents-in-Suit.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338(a), because this action arises under the patent laws of the United States, Title 35 of the United States Code and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

10. An immediate, real, and justiciable controversy exists between Globe and AAVN and Mr. Arun Agarwal as to whether each of the Patents-in-Suit are invalid and unenforceable. As set forth in more detail below, this controversy arises from AAVN's infringement assertions against Globe.

11. Because this action presents an actual controversy with respect to the unenforceability and invalidity of each of the Patents-in-Suit, this Court may grant the declaratory relief sought pursuant to 28 U.S.C. §§ 2201 and 2202.

12. This Court has personal jurisdiction over AAVN and Mr. Arun Agarwal pursuant to North Carolina's long-arm statute, N.C. Gen. Stat. § 1-75.4, which is coextensive with federal due process requirements.

13. This action arises out of or relates to activities of AAVN and Mr. Arun Agarwal, by and through AAVN, set forth in more detail below, which were purposefully

directed at residents of this forum, into the State of North Carolina, and into this District, and which relate to the enforcement of the Patents-in-Suit.

14. This action arises out of or relates to those enforcement activities, AAVN and Mr. Arun Agarwal should reasonably expect to be haled into court in North Carolina based upon AAVN's enforcement activities, and because of those enforcement activities, the State of North Carolina has a significant interest in adjudicating the dispute affecting many of its residents.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because, as set forth in more detail below, a substantial portion of the enforcement related activities giving rise to this action took place in Greensboro, North Carolina.

THE PATENTS-IN-SUIT

A. U.S. Patent No. 9,131,790 (“the ’790 Patent”)

16. The '790 Patent is entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of February 21, 2014 and an issue date of September 15, 2015.

17. The '790 Patent lists Arun Agarwal as the inventor and AAVN as the sole assignee. The assignment is recorded by the United States Patent and Trademark Office at reel/frame 032927/0583. A true and correct copy of the '790 Patent is attached hereto as **Exhibit A**.

B. U.S. Patent No. 9,481,950 (“the ’950 Patent”)

18. The ’950 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of April 12, 2016 and an issue date of November 1, 2016.

19. The ’950 Patent lists Arun Agarwal as the inventor. AAVN is the sole assignee. The assignment is recorded by the United States Patent and Trademark Office at reel/frame 045440/0485. A true and correct copy of the ’950 Patent is attached hereto as **Exhibit B.**

C. U.S. Patent No. 9,493,892 (“the ’892 Patent”)

20. The ’892 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of March 3, 2016 and an issue date of November 15, 2016.

21. The ’892 Patent lists Arun Agarwal as the inventor. AAVN is the sole assignee. The assignment is recorded by the United States Patent and Trademark Office at reel/frame 045440/0485. A true and correct copy of the ’892 Patent is attached hereto as **Exhibit C.**

D. U.S. Patent No. 9,708,737 (“the ’737 Patent”)

22. The ’737 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom

Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of March 2, 2016 and an issue date of July 18, 2017.

23. The '737 Patent lists Arun Agarwal as the inventor. AAVN is the sole assignee. The assignment is recorded by the United States Patent and Trademark Office at reel/frame 045440/0485. A true and correct copy of the '737 Patent is attached hereto as **Exhibit D**.

E. U.S. Patent No. 10,066,324 (“the '324 Patent”)

24. The '324 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of September 29, 2016 and an issue date of September 4, 2018.

25. The '324 Patent lists Arun Agarwal as the inventor. A true and correct copy of the '324 Patent is attached hereto as **Exhibit E**.

26. Upon information and belief, AAVN is an unrecorded assignee of the '324 Patent.

F. U.S. Patent No. 10,443,159 (“the '159 Patent”)

27. The '159 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of March 2, 2017 and an issue date of October 15, 2019.

28. The '159 Patent lists Arun Agarwal as the inventor. A true and correct copy of the '159 Patent is attached hereto as **Exhibit F**.

29. Upon information and belief, AAVN is an unrecorded assignee of the '159 Patent.

G. U.S. Patent No. 10,472,744 (“the '744 Patent”)

30. The '744 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of July 17, 2017 and an issue date of November 12, 2019.

31. The '744 Patent lists Arun Agarwal as the inventor. A true and correct copy of the '744 Patent is attached hereto as **Exhibit G**.

32. Upon information and belief, AAVN is an unrecorded assignee of the '744 Patent.

H. U.S. Patent No. 10,808,337 (“the '337 Patent”)

33. The '337 Patent is also entitled “Proliferated Thread Count of a Woven Textile by Simultaneous Insertion within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of August 31, 2018 and an issue date of October 20, 2020.

34. The '337 Patent lists Arun Agarwal as the inventor. A true and correct copy of the '337 Patent is attached hereto as **Exhibit H**.

35. Upon information and belief, AAVN is an unrecorded assignee of the '337 Patent.

I. U.S. Patent No. 11,168,414 (“the '414 Patent”)

36. The '414 Patent is entitled “Selective Abrading of a Surface of a Woven Textile Fabric with Proliferated Thread Count Based on Simultaneous Insertion Within a Single Pick Insertion Event of a Loom Apparatus Multiple Adjacent Parallel Yarns Drawn from a Multi-Pick Yarn Package,” and bears a filing date of October 3, 2019 and an issue date of November 9, 2021.

37. The '414 Patent lists Arun Agarwal as the inventor. A true and correct copy of the '414 Patent is attached hereto as **Exhibit I**.

38. Upon information and belief, AAVN is an unrecorded assignee of the '414 Patent.

FACTUAL BACKGROUND

The Textile Industry & Parties

39. Woven textiles have been made for thousands of years. Weaving is a process that interlaces warp yarns and weft yarns with each other on a loom. In a woven fabric, warp yarns run perpendicular to weft yarns, and the warp and weft yarns go over and under each other according to a predetermined pattern.

40. Historically, looms employed shuttles (yarn carriers) to insert the weft yarns between the warp yarns. Modern looms are shuttleless, and use rapiers, projectiles, or a pressurized fluid (air or water) to carry the weft yarns across the shed. These rapier,

projectile, air jet, and water jet looms can operate at very high speeds and can produce fabrics much faster than conventional shuttle looms.

41. Cotton and other cellulosic yarns have high absorbency and breathability, but relatively low durability. These yarns also have a pleasant feel or “hand.” Synthetic fibers, such as polyester, are more durable than cotton, but do not have a good hand. Combining cellulosic warp and synthetic weft yarns can result in a fabric that has the feel of cotton but increased overall durability.

42. Synthetic yarns are created by melting a thermoplastic material (like polyester), extruding the molten liquid through tiny spinnerets to create filaments (similar to the way a spider creates silk), combining multiple filaments into a yarn, subjecting the yarn to various treatments (which might include heating, cooling, drawing, texturing, intermingling, and oiling), and winding the yarn onto a spool, or package.

43. “Thread count” is a measurement of how many yarns are within one square inch of a fabric. Thread count is calculated by counting the total number of weft yarns and warp yarns along two adjacent edges of a one-inch-square of fabric. This metric is often promoted as an indication of textile quality, with a higher thread count indicating a higher quality. For bedsheets, a thread count above 400 is generally considered to be a high thread count.

44. “Denier” is a measure of the weight and thickness of a yarn and represents the weight in grams of 9000 meters of the yarn.

45. “Hardness” of a yarn package refers to how densely the yarn is wrapped on the spool. A common measurement of hardness is performed by pressing a durometer onto the outer surface of the package and measuring how much it deflects. The Shore A hardness scale is commonly used for this purpose. The higher the Shore A measurement, the harder (or denser) the package.

46. The “winding angle” of a yarn package is the angle (measured in degrees) between a segment of yarn wound onto the outer surface of the package and the segment of yarn from the previous layer that it crosses over. The lower the winding angle, the more times the yarn is wound around the package in each layer. The winding angle impacts how a yarn will behave when it is being unwound from the package.

47. Globe manufactures and sells woven textile fabrics, including bedsheets made with high thread count cotton-polyester blends.

48. No single entity within Globe’s supply chain controls both yarn production and fabric production.

49. The Patents-in-Suit disclose and claim systems, methods, and products relating to woven textile fabrics having between 1 and 8 weft yarns in each insertion, thread counts between 190 and 1500; synthetic weft yarns that have been drawn, textured, intermingled, and wound on single or multiple pick yarn packages of various hardnesses and crossing angles; and cellulosic, natural, and man-made warp yarns.

50. On information and belief, at least a portion of the fabric manufactured pursuant to AAVN's licenses of the Patents-in-Suit is branded as and sold under the trademark "Alpha Cotton," which is owned by AAVN.

51. Before AAVN applied for the "Alpha Cotton" trademark, Alok International, Inc. applied for two marks containing the phrase "alpha cotton." Alok International, Inc. abandoned one in 2015, and assigned the second to AAVN in 2016.

52. Globe has not obtained any licenses to the Patents-in-Suit.

Jurisdictional Facts

53. AAVN has a pattern of aggressively enforcing its patents by initiating patent infringement suits, among other enforcement activities.

54. In 2015, AAVN filed at least seven patent infringement actions alleging infringement of the '790 Patent.

55. AAVN also filed a complaint in the United States International Trade Commission (ITC) asserting the '790 Patent against six proposed respondents.

56. One of AAVN's infringement lawsuits named Globe as a defendant, alleging that Globe infringed the '790 Patent by making, using, importing, offering to sell, and/or selling, products covered by the claims of the '790 Patent.

57. On information and belief, AAVN's actual allegations of infringement relate to Globe's cotton-polyester bedsheet products, their manufacture, and their sale to entities within the United States.

58. Globe continues to manufacture cotton-polyester bedsheets.

59. Globe continues to sell cotton-polyester bedsheets to resellers in the United States.

60. For example, for many years prior to the issuance of the Patents-in-Suit, Globe sold cotton-polyester bedsheets to AQ Textiles LLC (“AQ”). On information and belief, AQ is a limited liability company organized and existing under the laws of North Carolina, with its principal place of business at 214 Staunton Dr., Greensboro N.C. 27410, and with one member/manager located and residing at the same Greensboro address. AQ sold, and continues to sell, cotton-polyester bedsheets to retailers throughout the United States, including to retailers based in North Carolina like Belk, Inc., which is based in Charlotte, N.C.

61. In 2021, Globe sold over \$450,000 in cotton-polyester bedsheets to AQ.

62. Globe plans to continue to sell and import its cotton-polyester bedsheet products in and to North Carolina, for distribution and retail sale in North Carolina, for the purpose of ultimately making Globe products available to North Carolina consumers. Globe also plans to increase its current sale and importation activities in and to North Carolina, by increasing the volume of sales to resellers including AQ.

63. Globe believes and fears that AAVN will accuse Globe and its customers of infringing the Patents-in-Suit based on its past enforcement activities, including those directed into North Carolina.

64. On information and belief, since the patent enforcement litigation relating to the '790 Patent, AAVN has continued to enforce the Patents-in-Suit through patent enforcement letters.

65. On information and belief, AAVN and/or AAVN's agents have sent patent enforcement letters relating to the Patents-in-Suit to Globe's customers and to retailers.

66. On information and belief, these enforcement letters allege that Globe's cotton-polyester bedsheet products infringe at least one of the Patents-in-Suit.

67. On information and belief, these enforcement letters threaten legal action arising from continued sales of Globe's cotton-polyester products.

68. These enforcement letters created marketing barriers because retailers have directed importers, Globe's customers, not to purchase Globe's cotton-polyester products because they are allegedly infringing.

69. AAVN alleged in its Amended Complaint to the ITC that it "has made considerable expenditures for purchases of potential infringers' products, testing of those products, and communications and negotiations with potential licensees and infringers," that it "invests substantially in the . . . protection of its Alpha Cotton products through its licensing activities," and that "AAVN expressly identifies the '790 patent during licensing negotiations." ITC Am. Compl. ¶ 83. On information and belief, AAVN does in fact heavily invest in and engage in these patent enforcement activities.

70. On information and belief, AAVN invested substantially in enforcing the Patents-in-Suit in North Carolina by using AAVN agents to identify and purchase

potentially infringing products in North Carolina, testing those products, and subsequently directing communications into North Carolina seeking to enforce or negotiating a license for at least one of the Patents-in-Suit.

71. On information and belief, AAVN reached into Charlotte, North Carolina to enforce at least one of the Patents-in-Suit by sending such a patent enforcement letter to Belk, Inc., a corporation with its principal place of business at 2801 W. Tyvola Rd., Charlotte, N.C. 28217.

72. On information and belief, Belk, Inc. operates sixty-four retail stores in North Carolina, including stores in each federal District, which sell textiles, including bedsheets. Belk, Inc. serves the North Carolina retail textile market, and employs numerous North Carolina citizens.

73. AAVN repeatedly sought to enforce at least one of the Patents-in-Suit against AQ through litigation in the federal courts and ITC between 2015 and 2018.

74. On information and belief, AAVN and AQ settled their disputes and negotiated a licensing agreement.

75. On information and belief, AQ obtained a nonexclusive license to the Patents-in-Suit in 2018.

76. On information and belief, AQ has continuously held a nonexclusive license to the Patents-in-Suit since 2018.

77. On information and belief, AQ's nonexclusive license is a license to make, use, or sell products made in accordance with the Patents-in-Suit.

78. On information and belief, AAVN repeatedly directed communications including both letters and emails into Greensboro, North Carolina, in the course of enforcing at least one of the Patents-in-Suit against AQ, and in the course of negotiating the Alpha Cotton license with AQ, between 2015 and 2018.

79. On information and belief, AAVN and AQ entered into a joint strategic alliance in March, 2018 to “work together with manufacturing partners” to define standards for testing thread count and enforcing AAVN’s patents.

80. In addition, AAVN has purposefully directed a variety of other contacts into North Carolina.

81. On information and belief, a wholly-owned subsidiary of AAVN directed a transfer of funds into North Carolina to support a project of the North Carolina Textile Foundation. The project aimed to facilitate the production of simple garments, designed by North Carolina textile students, tailored by women in Hunar, India, for sale in both the United States and India.

82. On information and belief, AAVN and/or its agents or wholly-owned subsidiaries have directed marketing materials for or relating to AAVN textiles and/or Alpha Cotton into North Carolina, have maintained accounts with North Carolina retailers, have made sales presentations to North Carolina retailers including Belk, Inc., have made sales in North Carolina, and have distributed products to North Carolina.

83. AAVN and Mr. Arun Agarwal therefore have adverse legal interests to Globe, and a real and immediate controversy exists as to the invalidity and unenforceability of the Patents-in-Suit.

84. AAVN has engaged in significant enforcement activities in North Carolina, including sending patent enforcement letters to Greensboro and Charlotte, directing licensing negotiations into Greensboro, forming a strategic alliance with a company in Greensboro, and maintaining a nonexclusive license in Greensboro.

Facts Underlying Claims for Relief

85. The Patents-in-Suit are invalid under 35 U.S.C. § 102 and 35 U.S.C. § 103.

86. Multiple products meeting the limitations of the claims of the Patents-in-Suit were sold or offered for sale in the United States at least one year before the priority date of the Patents-in-Suit. These products include, but are not limited to:

- a. Swiss Dots 400 (sold on or before 2/1/2012)
- b. Kingston 500 (sold on or before 2/1/2012)
- c. Valiant 600 (sold on or before 1/29/2013)
- d. Sterling Manor 620 (sold on or before 10/31/2012)
- e. ALOK 650 (sold on or before 7/16/2012)
- f. ALOK 750 (sold on or before 1/28/2014)

87. Multiple patents and printed publications that teach the limitations of the claims of the Patents-in-Suit were available to the public at least one year before the priority dates of the claims of the Patents-in-Suit.

88. The claimed methods and systems for manufacturing false twist textured multifilament yarn were taught by U.S. Patent Appl. 2011/133011, U.S. Patent 3,777,470, U.S. Patent 6,673,443, U.S. Patent 4,002,427, U.S. Patent 8,468,791, *Yarn Texturing Technology*, Hearle et al. (2001), *Texturing and Intermingling Processes by using air-jets*, Bilgin (1993), and other publications.

89. The claimed methods and systems for forming yarn packages were taught by U.S. Patent 5,665,293, U.S. Patent 5,524,841, U.S. Patent Appl. 2003/116672, *Yarn Texturing Technology*, Hearle et al (2001), and other publications.

90. The claimed products, methods, and systems for weaving fabrics were taught by U.S. Patent 7,111,648, U.S. Patent Appl. 2012/253501, U.S. Patent 6,148,871, U.S. Patent 6,431,223, U.S. Patent 8,186,390, U.S. Patent Appl. 2009/260707, and other publications.

91. The Patents-in-Suit comprise 196 claims of varying scope and priority dates. Many of the claims are invalid under 35 U.S.C. § 102 based on the sale of products described in Paragraph 86. All of the claims are invalid under 35 U.S.C. § 103 based on combinations of the prior art sale of products described in Paragraph 86 and prior art patents and publications, including those listed in Paragraphs 88-90.

92. The Patents-in-Suit are also unenforceable as a result of fraud committed on the patent office during their prosecution and maintenance.

93. On information and belief, the inventor of the Patents-in-Suit, Mr. Arun Agarwal, ran Alok International, Inc.–the U.S. marketing subsidiary of Alok Industries

Ltd., and the same entity that previously applied for, owned, and assigned a trademark relating to “alpha cotton” to AAVN—from 2008 until 2014. On information and belief, Mr. Arun Agarwal has continued to be Alok’s primary marketing representative in the United States since 2014. As Alok’s primary representative in the United States since 2008, he was aware of the Alok 650 and Alok 750 products being offered for sale to U.S. companies in or around 2012, and knew those references were material to the patentability of his alleged inventions. Mr. Arun Agarwal’s failure to disclose those references during prosecution of the Patents-in-Suit was an intentional effort to deceive the Patent Office to obtain his patents.

94. As a result of the failure to disclose the Alok prior art to the Examiner, Mr. Arun Agarwal was able to obtain issuance of the Patents-in-Suit.

95. On information and belief, all of the Patents-in-Suit were procured and all maintenance fees have been paid at the reduced rates given to small entities (i.e., the patentee and all of its licensees all have less than 500 employees).

96. On information and belief, the Patents-in-Suit have been licensed to Alok Industries since at least as early as the issuance of the ’790 Patent in 2015.

97. On information and belief, Alok Industries is a multi-billion dollar Indian conglomerate with many thousands of employees.

98. On information and belief, Mr. Arun Agarwal and his attorney knew that the Patents-in-Suit could not be prosecuted or maintained as a small entity by virtue of its licensing to Alok Industries.

99. On information and belief, Mr. Arun Agarwal has fraudulently claimed Small Entity Status on all of the Patents-in-Suit since at least as early as September 2015.

100. Globe has not infringed, and does not infringe, the '324, '159, '744 (Claims 1-8), '337, and '414 Patents under the doctrine of divided infringement because the '324, '159, '744 (Claims 1-8), '337, and '414 Patents claim methods for the production of yarn and the production of fabric from the yarn, and neither Globe nor any single actor or entity within the supply chain utilized by Globe produces both the yarn and fabric from the yarn, or controls such production.

FIRST CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '790 PATENT

101. Globe incorporates by reference and realleges Paragraphs 1-100 above as though fully restated herein.

102. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '790 Patent.

103. The claims of the '790 Patent are anticipated by the prior art.

104. The claims of the '790 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '790 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '790 Patent.

105. The '790 Patent is invalid under 35 U.S.C. §§ 102 and 103.

SECOND CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '950 PATENT

106. Globe incorporates by reference and realleges Paragraphs 1-105 above as though fully restated herein.

107. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '950 Patent.

108. The claims of the '950 Patent are anticipated by the prior art.

109. The claims of the '950 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '950 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '950 Patent.

110. The '950 Patent is invalid under 35 U.S.C. §§ 102 and 103.

THIRD CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '892 PATENT

111. Globe incorporates by reference and realleges Paragraphs 1-110 above as though fully restated herein.

112. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '892 Patent.

113. The claims of the '892 Patent are anticipated by the prior art.

114. The claims of the '892 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '892 Patent,

the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '892 Patent.

115. The '892 Patent is invalid under 35 U.S.C. §§ 102 and 103.

FOURTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '737 PATENT

116. Globe incorporates by reference and realleges Paragraphs 1-115 above as though fully restated herein.

117. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '737 Patent.

118. The claims of the '737 Patent are anticipated by the prior art.

119. The claims of the '737 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '737 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '737 Patent.

120. The '737 Patent is invalid under 35 U.S.C. §§ 102 and 103.

FIFTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '324 PATENT

121. Globe incorporates by reference and realleges Paragraphs 1-120 above as though fully restated herein.

122. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '324 Patent.

123. The claims of the '324 Patent are anticipated by the prior art.

124. The claims of the '324 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '324 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '324 Patent.

125. The '324 Patent is invalid under 35 U.S.C. §§ 102 and 103.

SIXTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '159 PATENT

126. Globe incorporates by reference and realleges Paragraphs 1-125 above as though fully restated herein.

127. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '159 Patent.

128. The claims of the '159 Patent are anticipated by the prior art.

129. The claims of the '159 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '159 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '159 Patent.

130. The '159 Patent is invalid under 35 U.S.C. §§ 102 and 103.

SEVENTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '744 PATENT

131. Globe incorporates by reference and realleges Paragraphs 1-130 above as though fully restated herein.

132. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '744 Patent.

133. The claims of the '744 Patent are anticipated by the prior art.

134. The claims of the '744 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '744 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '744 Patent.

135. The '744 Patent is invalid under 35 U.S.C. §§ 102 and 103.

EIGHTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '337 PATENT

136. Globe incorporates by reference and realleges Paragraphs 1-135 above as though fully restated herein.

137. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '337 Patent.

138. The claims of the '337 Patent are anticipated by the prior art.

139. The claims of the '337 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '337 Patent,

the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '337 Patent.

140. The '337 Patent is invalid under 35 U.S.C. §§ 102 and 103.

NINTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY OF THE '414 PATENT

141. Globe incorporates by reference and realleges Paragraphs 1-140 above as though fully restated herein.

142. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the invalidity of the '414 Patent.

143. The claims of the '414 Patent are anticipated by the prior art.

144. The claims of the '414 Patent are obvious based on the scope and content of the prior art, differences between the prior art and claims of the claims of the '414 Patent, the level of ordinary skill, and the motivation of a skilled artisan to combine prior art in the way claimed by the '414 Patent.

145. The '414 Patent is invalid under 35 U.S.C. §§ 102 and 103.

TENTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '790 PATENT

146. Globe incorporates by reference and realleges Paragraphs 1-145 above as though fully restated herein.

147. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '790 Patent.

148. On information and belief, the '790 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '790 Patent during that patent's prosecution and the application's pendency.

149. On information and belief, the '790 Patent applicant and patentee Mr. Arun Agarwal and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

150. This breach of the duty to disclose constitutes inequitable conduct.

151. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '790 Patent and/or in connection with the maintenance of the '790 Patent, though AAVN knew it was not entitled to small entity status.

152. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

153. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

154. The '790 Patent is unenforceable due to inequitable conduct.

ELEVENTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '950 PATENT

155. Globe incorporates by reference and realleges Paragraphs 1-154 above as though fully restated herein.

156. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '950 Patent.

157. On information and belief, the '950 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '950 Patent during that patent's prosecution and the application's pendency.

158. On information and belief, the '950 Patent applicant and patentee Mr. Arun Agarwal and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

159. This breach of the duty to disclose constitutes inequitable conduct.

160. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '950 Patent and/or in connection with the maintenance of the '950 Patent, though AAVN knew it was not entitled to small entity status.

161. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

162. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

163. The '950 Patent is unenforceable due to inequitable conduct.

TWELFTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '892 PATENT

164. Globe incorporates by reference and realleges Paragraphs 1-163 above as though fully restated herein.

165. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '892 Patent.

166. On information and belief, the '892 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '892 Patent during that patent's prosecution and the application's pendency.

167. On information and belief, the '892 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

168. This breach of the duty to disclose constitutes inequitable conduct.

169. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '892 Patent and/or in connection with the maintenance of the '892 Patent, though AAVN knew it was not entitled to small entity status.

170. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

171. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

172. The '892 Patent is unenforceable due to inequitable conduct.

THIRTEENTH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '737
PATENT**

173. Globe incorporates by reference and realleges Paragraphs 1-172 above as though fully restated herein.

174. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '737 Patent.

175. On information and belief, the '737 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '737 Patent during that patent's prosecution and the application's pendency.

176. On information and belief, the '737 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

177. This breach of the duty to disclose constitutes inequitable conduct.

178. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '737 Patent and/or in connection with the maintenance of the '737 Patent, though AAVN knew it was not entitled to small entity status.

179. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

180. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

181. The '737 Patent is unenforceable due to inequitable conduct.

FOURTEENTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '324 PATENT

182. Globe incorporates by reference and realleges Paragraphs 1-181 above as though fully restated herein.

183. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '324 Patent.

184. On information and belief, the '324 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '324 Patent during that patent's prosecution and the application's pendency.

185. On information and belief, the '324 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

186. This breach of the duty to disclose constitutes inequitable conduct.

187. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '324 Patent and/or in connection with the maintenance of the '324 Patent, though AAVN knew it was not entitled to small entity status.

188. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

189. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

190. The '324 Patent is unenforceable due to inequitable conduct.

FIFTEENTH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '159
PATENT**

191. Globe incorporates by reference and realleges Paragraphs 1-190 above as though fully restated herein.

192. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '159 Patent.

193. On information and belief, the '159 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '159 Patent during that patent's prosecution and the application's pendency.

194. On information and belief, the '159 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

195. This breach of the duty to disclose constitutes inequitable conduct.

196. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '159 Patent and/or in connection with the maintenance of the '159 Patent, though AAVN knew it was not entitled to small entity status.

197. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

198. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

199. The '159 Patent is unenforceable due to inequitable conduct.

SIXTEENTH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '744
PATENT**

200. Globe incorporates by reference and realleges Paragraphs 1-199 above as though fully restated herein.

201. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '744 Patent.

202. On information and belief, the '744 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '744 Patent during that patent's prosecution and the application's pendency.

203. On information and belief, the '744 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

204. This breach of the duty to disclose constitutes inequitable conduct.

205. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '744 Patent and/or in connection with the maintenance of the '744 Patent, though AAVN knew it was not entitled to small entity status.

206. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

207. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

208. The '744 Patent is unenforceable due to inequitable conduct.

SEVENTEETH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '337
PATENT**

209. Globe incorporates by reference and realleges Paragraphs 1-208 above as though fully restated herein.

210. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '337 Patent.

211. On information and belief, the '337 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '337 Patent during that patent's prosecution and the application's pendency.

212. On information and belief, the '337 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

213. This breach of the duty to disclose constitutes inequitable conduct.

214. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '337 Patent and/or in connection with the maintenance of the '337 Patent, though AAVN knew it was not entitled to small entity status.

215. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

216. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

217. The '337 Patent is unenforceable due to inequitable conduct.

EIGHTEENTH CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF UNENFORCEABILITY OF THE '414 PATENT

218. Globe incorporates by reference and realleges Paragraphs 1-217 above as though fully restated herein.

219. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding the unenforceability of the '414 Patent.

220. On information and belief, the '414 Patent applicant and patentee Mr. Arun Agarwal, and AAVN, were aware of relevant prior art bedsheet products including ALOK 650 and ALOK 750, and knew those references were material to the application for the '414 Patent during that patent's prosecution and the application's pendency.

221. On information and belief, the '414 Patent applicant and patentee Mr. Arun Agarwal, and AAVN intentionally concealed, withheld, and/or failed to disclose those prior art references from the Patent Office.

222. This breach of the duty to disclose constitutes inequitable conduct.

223. On information and belief, AAVN intentionally and improperly made one or more small entity status payments in relation to the application leading to the '414 Patent and/or in connection with the maintenance of the '414 Patent, though AAVN knew it was not entitled to small entity status.

224. AAVN's failure to timely correct its entity status was misleading and intentional, for the purpose of saving money by avoiding the more expensive large entity fees.

225. AAVN improperly took advantage of small entity status, which constitutes inequitable conduct.

226. The '414 Patent is unenforceable due to inequitable conduct.

NINETEENTH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF NONINFRINGEMENT OF THE '324
PATENT**

227. Globe incorporates by reference and realleges Paragraphs 1-226 above as though fully restated herein.

228. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding noninfringement of the '324 Patent.

229. The '324 Patent contains claims directed toward methods and systems for both the production of yarn and the production of fabric from that yarn.

230. Neither Globe nor any single entity within Globe's supply chain engages in or controls both yarn production and fabric production.

231. Under the doctrine of divided infringement, Globe's products have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the '324 Patent, either literally or under the doctrine of equivalents.

232. Globe is entitled to judgment of noninfringement as to the '324 Patent.

TWENTIETH CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF NONINFRINGEMENT OF THE '159
PATENT**

233. Globe incorporates by reference and realleges Paragraphs 1-232 above as though fully restated herein.

234. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding noninfringement of the '159 Patent.

235. The '159 Patent contains claims directed toward methods for both the production of yarn and the production of fabric from that yarn.

236. Neither Globe nor any single entity within Globe's supply chain engages in or controls both yarn production and fabric production.

237. Under the doctrine of divided infringement, Globe's products have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the '159 Patent, either literally or under the doctrine of equivalents.

238. Globe is entitled to judgment of noninfringement as to the '159 Patent.

TWENTY-FIRST CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF NONINFRINGEMENT OF THE '744
PATENT**

239. Globe incorporates by reference and realleges Paragraphs 1-238 above as though fully restated herein.

240. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding noninfringement of the '744 Patent.

241. The '744 Patent contains eight claims (Claims 1-8) directed toward methods for both the production of yarn and the production of fabric from that yarn.

242. Neither Globe nor any single entity within Globe's supply chain engages in or controls both yarn production and fabric production.

243. Under the doctrine of divided infringement, Globe's products have not infringed and do not infringe, directly or indirectly, any valid and enforceable method claim of the '744 Patent, either literally or under the doctrine of equivalents.

244. Globe is entitled to judgment of noninfringement as to Claims 1-8 of the '744 Patent.

TWENTY-SECOND CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF NONINFRINGEMENT OF THE '337
PATENT**

245. Globe incorporates by reference and realleges Paragraphs 1-244 above as though fully restated herein.

246. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding noninfringement of the '337 Patent.

247. The '337 Patent contains claims directed toward methods and systems for both the production of yarn and the production of fabric from that yarn.

248. Neither Globe nor any single entity within Globe's supply chain engages in or controls both yarn production and fabric production.

249. Under the doctrine of divided infringement, Globe's products have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the '337 Patent, either literally or under the doctrine of equivalents.

250. Globe is entitled to judgment of noninfringement as to the '337 Patent.

TWENTY-THIRD CLAIM FOR RELIEF:

**DECLARATORY JUDGMENT OF NONINFRINGEMENT OF THE '414
PATENT**

251. Globe incorporates by reference and realleges Paragraphs 1-250 above as though fully restated herein.

252. An immediate, real, and justiciable controversy exists between Globe and AAVN/Mr. Arun Agarwal regarding noninfringement of the '414 Patent.

253. The '414 Patent contains claims directed toward methods and systems for both the production of yarn and the production of fabric from that yarn.

254. Neither Globe nor any single entity within Globe's supply chain engages in or controls both yarn production and fabric production.

255. Under the doctrine of divided infringement, Globe's products have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the '414 Patent, either literally or under the doctrine of equivalents.

256. Globe is entitled to judgment of noninfringement as to the '414 Patent.

PRAYER FOR RELIEF

WHEREFORE, for all of the foregoing reasons, Plaintiff Globe Cotyarn Pvt. Ltd. respectfully requests that the Court enter judgment in its favor as follows:

1. that the Court find and declare U.S. Patent Nos. 9,131,790; 9,481,950; 9,493,892; 9,708,737; 10,066,324; 10,443,159; 10,472,744; 10,808,337; and 11,168,414 are invalid;

2. that the Court find and declare U.S. Patent Nos. 9,131,790; 9,481,950; 9,493,892; 9,708,737; 10,066,324; 10,443,159; 10,472,744; 10,808,337; and 11,168,414 are unenforceable due to inequitable conduct, and thus without any force or effect against Globe;

3. that the Court find and declare that Globe has not infringed and does not infringe U.S. Patent Nos. 10,066,324; 10,443,159; 10,472,744 (Claims 1-8); 10,808,337; and 11,168,414;

4. that the Court find and declare that this is an exceptional case under 35 U.S.C. § 285, and award Globe all its attorneys' fees, costs, and expenses incurred in this action;

5. that the Court award Globe any and all other relief to which Globe may show itself to be entitled; and

6. Such other relief as the Court deems just and proper.

JURY TRIAL DEMAND

Globe Cotyarn Pvt. Ltd. demands a trial by jury on all issues so triable.

Respectfully submitted this the 31st day of January, 2022.

ELLIS & WINTERS LLP

/s/ Andrew S. Chamberlin_____

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