

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

MCP IP, LLC,

Plaintiff,

v.

Case No.: 3:22-CV-4

RAVIN CROSSBOWS, LLC

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff MCP IP, LLC (“MCP”), for its Complaint against defendant Ravin Crossbows, LLC (“Ravin”), states and alleges as follows:

PARTIES

1. Plaintiff MCP is a limited liability company organized and existing under the laws of the state of South Dakota, with a principal place of business location at 919 River Road, Sparta, Wisconsin 54656.

2. Ravin is a Wisconsin limited liability company with its principal place of business in Superior, Wisconsin. Ravin is in the business of designing, developing, manufacturing, marketing, and selling crossbows and crossbow products for recreational, hunting, and archery-related activities. As of December 17, 2021, Ravin’s sole member is Velocity Outdoor Inc., a Delaware corporation with its principal place of business in New York.

JURISDICTION AND VENUE

3. This is an action for patent infringement arising out of at least Defendant's unauthorized manufacturing, offering for sale, and/or selling of crossbows and accessories in violation of MCP's patent rights. Because this action arises under the patent laws of the United States, 35 U.S.C. § 271, et seq., this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over Ravin because Ravin is incorporated in Wisconsin. Furthermore, upon information and belief, Ravin regularly transacts business in the State of Wisconsin and has committed acts of infringement in this District by making, using, offering for sale, and selling infringing products within this District. Ravin also has a physical facility in this District at 3535 Tower Avenue, Superior, WI 54880.

5. Venue is proper in the Western District of Wisconsin pursuant to 28 U.S.C. §§ 1391 and 1400 because Ravin is incorporated under the laws of Wisconsin, has a facility in this District, and therefore resides in this District. Further, Ravin has committed acts of infringement within this District.

PATENTS-IN-SUIT

6. On March 31, 2015, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 8,991,375 ("the '375 Patent"), titled "Crossbow Cabling Arrangement." A true and accurate copy of the '375 Patent is attached hereto as Exhibit 1. MCP is the assignee of the '375 Patent.

7. On February 9, 2016, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 9,255,757 ("the '757 Patent"), titled "Crossbow Cabling Arrangement." A true

and accurate copy of the '757 Patent is attached hereto as Exhibit 2. MCP is the assignee of the '757 Patent.

8. On October 25, 2016, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 9,476,665 (“the ‘665 Patent”), titled “Crossbow Cabling Arrangement.” A true and accurate copy of the '665 Patent is attached hereto as Exhibit 3. MCP is the assignee of the '665 Patent.

9. On November 22, 2016, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,500,433 (“the ‘433 Patent), titled “Crossbow with Variable Cable Displacement.” A true and accurate copy of the '433 Patent is attached hereto as Exhibit 4. MCP is the assignee of the '433 Patent.

10. On January 30, 2018, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 9,879,939 (“the '939 Patent”), titled “Crossbow with Variable Cable Displacement.” A true and accurate copy of the '939 Patent is attached hereto as Exhibit 5. MCP is the assignee of the '939 Patent.

11. On June 23, 2020, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 10,690,435 (“the '435 Patent”), titled “Bullpup Crossbow.” A true and accurate copy of the '435 Patent is attached hereto as Exhibit 6. MCP is the assignee of the '435 Patent.

12. On November 19, 2019, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 10,480,893 (“the ‘893 Patent”), titled “Crossbow with Stock Overlap.” A true and accurate copy of the '893 Patent is attached hereto as Exhibit 7. MCP is the assignee of the '893 Patent.

13. On December 15, 2020, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 10,866,056 (“the ‘056 Patent”), titled “Crossbow with Stock Overlap.” A

true and accurate copy of the '056 Patent is attached hereto as Exhibit 8. MCP is the assignee of the '056 Patent.

14. On June 10, 2014, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. 8,746,220 (“the ‘220 Patent”), titled “Archery Bow.” A true and accurate copy of the '220 Patent is attached hereto as Exhibit 9. MCP is the assignee of the '220 Patent.

15. On November 26, 2019, the U.S Patent and Trademark Office duly and legally issued U.S. Patent No. D868,195 (“the ‘195 Patent”), titled “Crossbow Rail.” A true and accurate copy of the '195 Patent is attached hereto as Exhibit 10. MCP is the assignee of the '195 Patent.

16. MCP has complied with the requirements of 35 U.S.C. § 287 either because none of the above patents are practiced by MCP or any licensee and/or because any licensee has marked their product with the publicly available website: patents.missioncrossbows.com.

RAVIN’S INFRINGING CROSSBOWS

17. As the popularity of outdoor sports like hunting and target shooting has exploded, the crossbow industry has adapted to this expansion by developing crossbows that increasingly approximate the design of rifles. The industry has attempted this, in part, by increasing bolt speed to improve accuracy by minimizing drop. In addition, narrow-width crossbows with high bolt speeds have more of a rifle feel to the user. Such operating conditions allow users to take advantage of expanded hunting seasons in numerous states while using a crossbow that feels like a rifle outside of the rifle hunting season.

18. Ravin is a manufacturer and seller of numerous crossbow models. All Ravin crossbows include a stock, a prod, limbs, rotatable cams, cables, and a bowstring. Ravin’s flagship products are the R500 and R500E crossbows. The R500 and R500E are narrow width crossbows that utilize MCP’s technology to enable bolt speeds of approximately 500 feet per second while

maintaining an axle-to-axle width of 7.6” in the brace (uncocked) orientation and 3.6” in the drawn (cocked) orientation. <https://ravincrossbows.com/products/ravin-r500e> (last visited December 27, 2021).

19. The R500 and R500E utilize two movable cable positioners to bias the cables in different directions relative to the shooting axis of the crossbow in both the brace and drawn orientation.



20. In the R500 and R500E, the cable positioners move, while the crossbow is drawn, along a path defined by an aperture in the stock. At least a portion of the travel path is not parallel to the shooting axis of the crossbow.

21. The R500 and R500E achieve their narrow width by configuring the stock with a recessed area that receives the rotatable cams into the stock when the crossbow is in a drawn orientation.




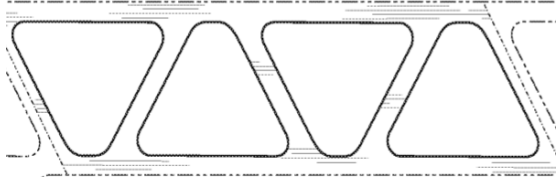

22. Ravin’s R500 and R500E include two rotatable cams that move in reference to the crossbow prod or riser as well as each other. Throughout the draw from a brace (undrawn) orientation to drawn (cocked) orientation, the rotatable cams move closer to the prod or riser.

23. Ravin’s R500, R500E, R26, R29, and R29X products are all configured with a bowstring latch that holds the bowstring when the crossbow is drawn. The latch is



behind the trigger assembly and in an open area defined by the stock and an extension member. The crossbows also include a cheek rest that is shaped differently and at a lower height than a picatinny rail. This configuration provides the crossbow user with more of a bullpup rifle “feel.”

24. Ravin’s R500, R500E, and R18 products also utilize a triangle shaped rail covered by MCP design patent D868,195.

Ravin R500/R500E	D868,195
	
Ravin R18	
	

25. The Ravin R500, R500E, R26, R29, R29X, and R18 infringe one or more claims of patents in MCP’s utility and design patent portfolio.

Count I: Infringement of the '375 Patent

26. The allegations of paragraphs 1-24 are incorporated as if fully set forth herein.

27. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '375 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

28. On information and belief, Ravin will continue to infringe the '375 Patent unless and until Ravin is enjoined by this Court.

29. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count II: Infringement of the '757 Patent

30. The allegations of paragraphs 1-29 are incorporated as if fully set forth herein.

31. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '757 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

32. On information and belief, Ravin will continue to infringe the '757 Patent unless and until Ravin is enjoined by this Court.

33. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count III: Infringement of the '665 Patent

34. The allegations of paragraphs 1-33 are incorporated as if fully set forth herein.

35. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '665 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

36. On information and belief, Ravin will continue to infringe the '665 Patent unless and until Ravin is enjoined by this Court.

37. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count IV: Infringement of the '433 Patent

38. The allegations of paragraphs 1-37 are incorporated as if fully set forth herein.

39. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '433 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

40. On information and belief, Ravin will continue to infringe the '433 Patent unless and until Ravin is enjoined by this Court.

41. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count V: Infringement of the '939 Patent

42. The allegations of paragraphs 1-41 are incorporated as if fully set forth herein.

43. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '939 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

44. On information and belief, Ravin will continue to infringe the '939 Patent unless and until Ravin is enjoined by this Court.

45. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count VI: Infringement of the '435 Patent

46. The allegations of paragraphs 1-45 are incorporated as if fully set forth herein.

47. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '435 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500, R500E, R26, R29, and R29X crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

48. On information and belief, Ravin will continue to infringe the '435 Patent unless and until Ravin is enjoined by this Court.

49. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count VII: Infringement of the '893 Patent

50. The allegations of paragraphs 1-49 are incorporated as if fully set forth herein.

51. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '893 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

52. On information and belief, Ravin will continue to infringe the '893 Patent unless and until Ravin is enjoined by this Court.

53. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count VIII: Infringement of the '056 Patent

54. The allegations of paragraphs 1-53 are incorporated as if fully set forth herein.

55. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '056 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

56. On information and belief, Ravin will continue to infringe the '056 Patent unless and until Ravin is enjoined by this Court.

57. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count IX: Infringement of the '220 Patent

58. The allegations of paragraphs 1-57 are incorporated as if fully set forth herein.

59. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '220 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500 and R500E crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a).

60. On information and belief, Ravin will continue to infringe the '220 Patent unless and until Ravin is enjoined by this Court.

61. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

Count X: Infringement of the '195 Patent

62. The allegations of paragraphs 1-61 are incorporated as if fully set forth herein.

63. Ravin infringes, literally and/or under the doctrine of equivalents, one or more claims of the '195 Patent by making, using, importing into the U.S., offering to sell, and/or selling at least the R500, R500E, and R18 crossbows. Ravin's infringement is in violation of 35 U.S.C. §271(a) and/or §289.

64. On information and belief, Ravin will continue to infringe the '195 Patent unless and until Ravin is enjoined by this Court.

65. Ravin's acts of infringement have caused and continue to cause damage to MCP, and MCP is entitled to recover from Ravin the damages sustained by MCP in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, MCP respectfully requests that this Court enter judgment in its favor and against Ravin, as follows:

A. To enter judgment that Ravin has infringed the '375, '757, '665, '433, '939, '435, '893, '056, '220, and '195 Patents in violation of 35 U.S.C. §271 and/or §289;

B. To enter orders preliminarily and permanently enjoining Ravin and its officers, agents, directors, servants, employees, attorneys, representatives, parents, subsidiaries, affiliates, and all of those in active concert, privity or participation with them and their successors and assigns, from infringing the '375, '757, '665, '433, '939, '435, '893, '056, '220, and '195 Patents;

C. Enter judgment that Ravin's acts of infringement have been willful and deliberate;

D. To award MCP its damages in an amount adequate to compensate MCP for Ravin's infringement of the '375, '757, '665, '433, '939, '435, '893, '056, '220, and '195 Patents consistent

with 35 U.S.C. § 284 and/or §289, up to and including treble the amount of actual damages assessed, together with costs, and prejudgment and post-judgment interest;

E. To declare this case to be “exceptional” under 35 U.S.C. § 285 and to award MCP its attorneys’ fees, expenses, and costs incurred in this action; and

F. To award MCP such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, MCP respectfully requests a trial by jury of any and all issues on which a trial by jury is available under applicable law.

Dated: January 3, 2022

Respectfully submitted,

HANSEN REYNOLDS LLC

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