

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CUTTING EDGE PRODUCTS, INC.	:	
	:	
Plaintiff,	:	
	:	CIVIL ACTION NO. 22-cv-_____
vs.	:	
	:	
SHARP IMPORT, LLC	:	JURY TRIAL DEMANDED
	:	
Defendant.	:	

**ORIGINAL COMPLAINT FOR
PATENT AND TRADE DRESS INFRINGEMENT**

Plaintiff Cutting Edge Products, Inc. (“Plaintiff” or “Cutting Edge”) files this Original Complaint for Patent and Trade Dress Infringement against Defendant Sharp Import, LLC (“Defendant” or “Sharp”) and states and alleges as follows:

PARTIES

1. Plaintiff Cutting Edge is a North Carolina corporation with its principal place of business at 235-F Forlines Road, Winterville, NC 28590.

2. Defendant Sharp is a limited liability company registered under the laws of Pennsylvania and, upon information and believe, has a principal place of business at 3161 State Road, Suite H, Bensalem, PA 19020.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331, 1338(a) and (b), 1367 (a), and 15 U.S.C. § 1121(a). This suit arises under the patent and trademark laws of the United States, including 35 U.S.C. §§171 and 271 and 15 U.S.C. §§1114 and 1125.

4. This Court has personal jurisdiction over Sharp because it is a company having its principal place of business in this district, because it regularly transacts business in this district and

throughout Pennsylvania, and on information and belief, because it has committed acts within the District giving rise to this action—specifically, making, selling, offering for sale, importing and/or using the DZS Ring Self Defense Knuckle Mini Stun Gun.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391 and § 1400(b) Sharp maintains a principal place of business in this District and Sharp has committed acts of patent and trade dress infringement within this District by using, selling, and/or offering for sale the DZS Ring Self Defense Knuckle Mini Stun Gun.

BACKGROUND

6. Cutting Edge Products was established in 1990 by Ray Gilbarte when he began selling pepper spray to stores in eastern North Carolina from the trunk of his car. His business has grown exponentially over the past 32 years, as demonstrated by the millions of products sold and distributed by Cutting Edge to thousands of customers ranging from brick-and-mortar stores to wholesalers and e-Commerce.

7. In that time, Cutting Edge has created several popular and trusted product brands, such as Cutting Edge's Police Force™ (e.g., police-style pepper sprays, batons, flashlights) and Jolt™ brands (e.g., stun gun products). Cutting Edge's Streetwise Security Products® is one of the most recognizable and respected brands in the self-defense industry and is associated with many of Cutting's Edge products, including the Sting Ring 18,000,000* Stun Gun (the "Sting Ring") shown below.



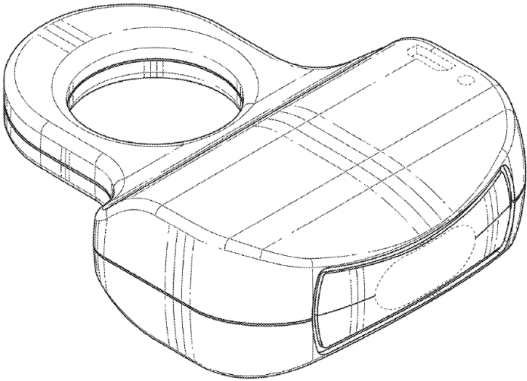

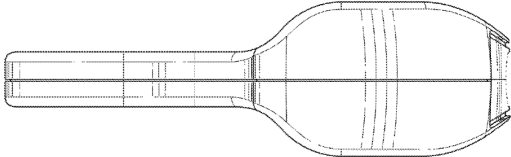

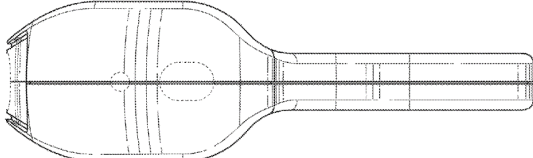

8. This innovative product separates itself from other stun guns on the market today, which are typically much bulkier and less aesthetically pleasing. For example, the base of the Sting Ring is small enough to be concealed in the palm of the hand and carried on a keychain, making it an effective, safe and convenient self-defense tool. In view of these and other advantages, the Sting Ring has become one of Cutting Edge's best-selling products.

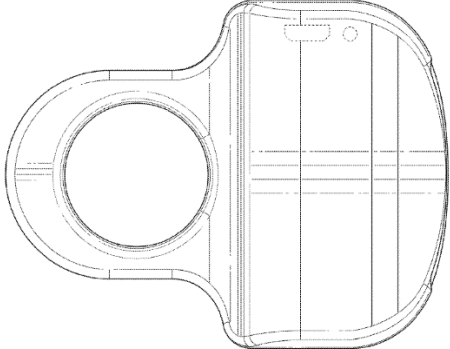

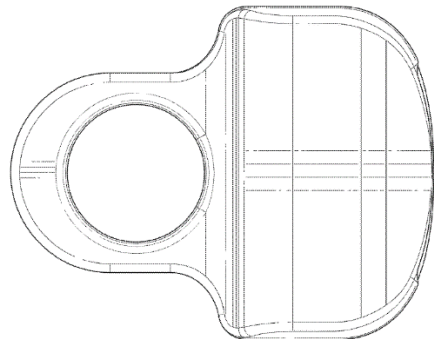

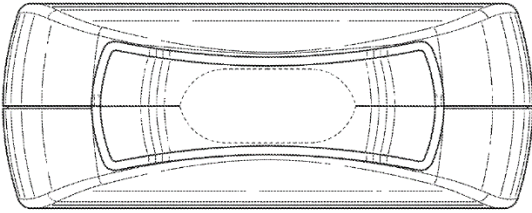

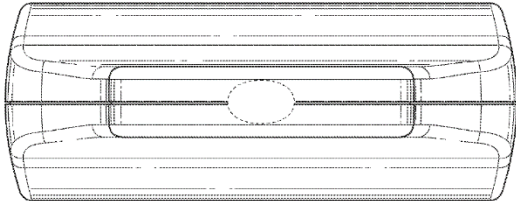

9. Cutting Edge relies on the distinctive makeup, shape, and visual characteristics of the Sting Ring as a way for Cutting Edge and its Streetwise Security Products® brand to be identified by customers and end-users. For example, the overall shape of the small base in conjunction with the central ring provides a distinct, overall look and feel that identifies Cutting Edge as the source and designer of the product. Cutting Edge maintains an interactive website available to customers that provides numerous photographs of this novel design. *See* <https://www.cuttingedgeproducts.com/products/sting-ring-18-000-000-stun-gun?variant=36369486282916>.

10. Additionally, Cutting Edge has over 15 U.S. Patents covering its innovative products designs, including the Sting Ring. Specifically, on September 15, 2016, Cutting Edge filed U.S. Patent Application No. 29/577,720 with the United States Patent and Trademark Office.

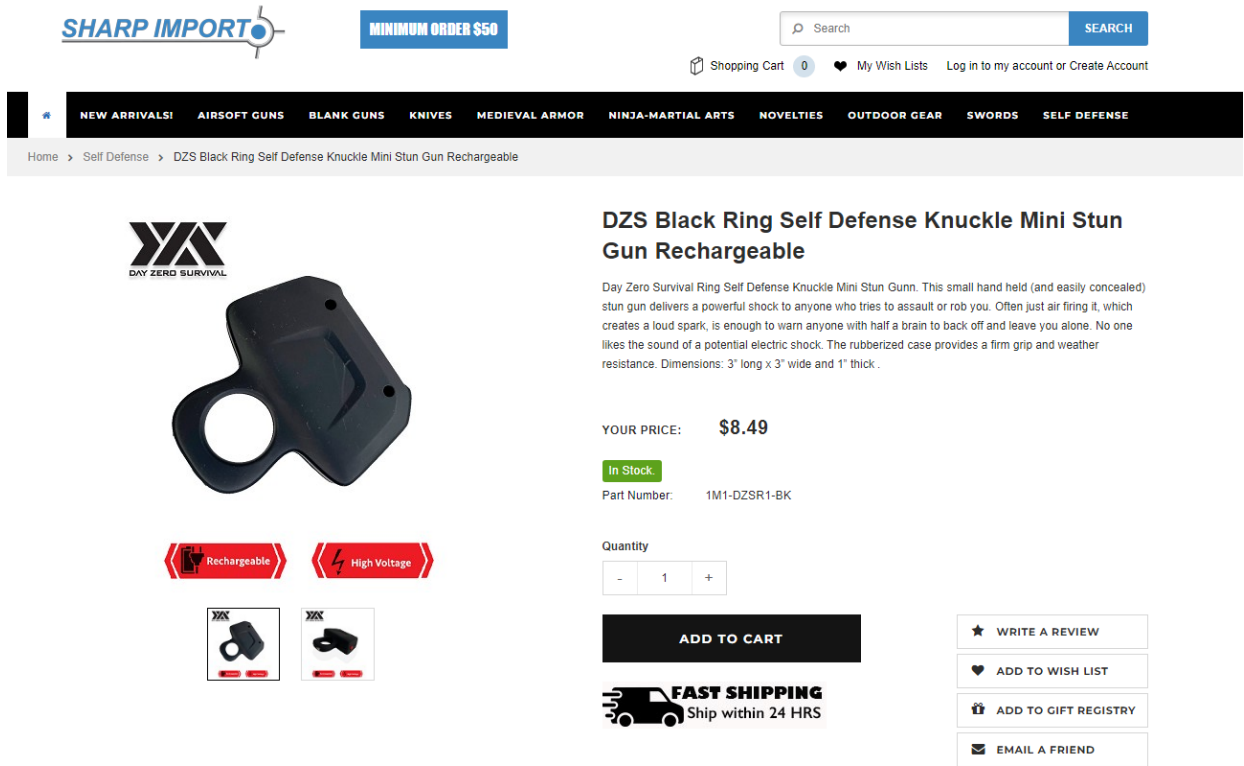
That application issued as U.S. Patent No. D812,709 S (“the ‘709 Patent”) on March 13, 2018. Bin Han is the sole named inventor of the ‘709 Patent and assigned the patent to Cutting Edge in its entirety. Cutting Edge is the sole owner of the ‘709 Patent and has never licensed it.

11. The ‘709 Patent is embodied by the Sting Ring, as shown below. Cutting Edge marks the Sting Ring product with the ‘709 Patent.

U.S. Patent No. D812,709 S	Cutting Edge’s Sting Ring
 <p data-bbox="505 1079 574 1104">FIG. 1</p>	
 <p data-bbox="488 1373 558 1398">FIG. 2</p>	
 <p data-bbox="488 1638 558 1663">FIG. 3</p>	

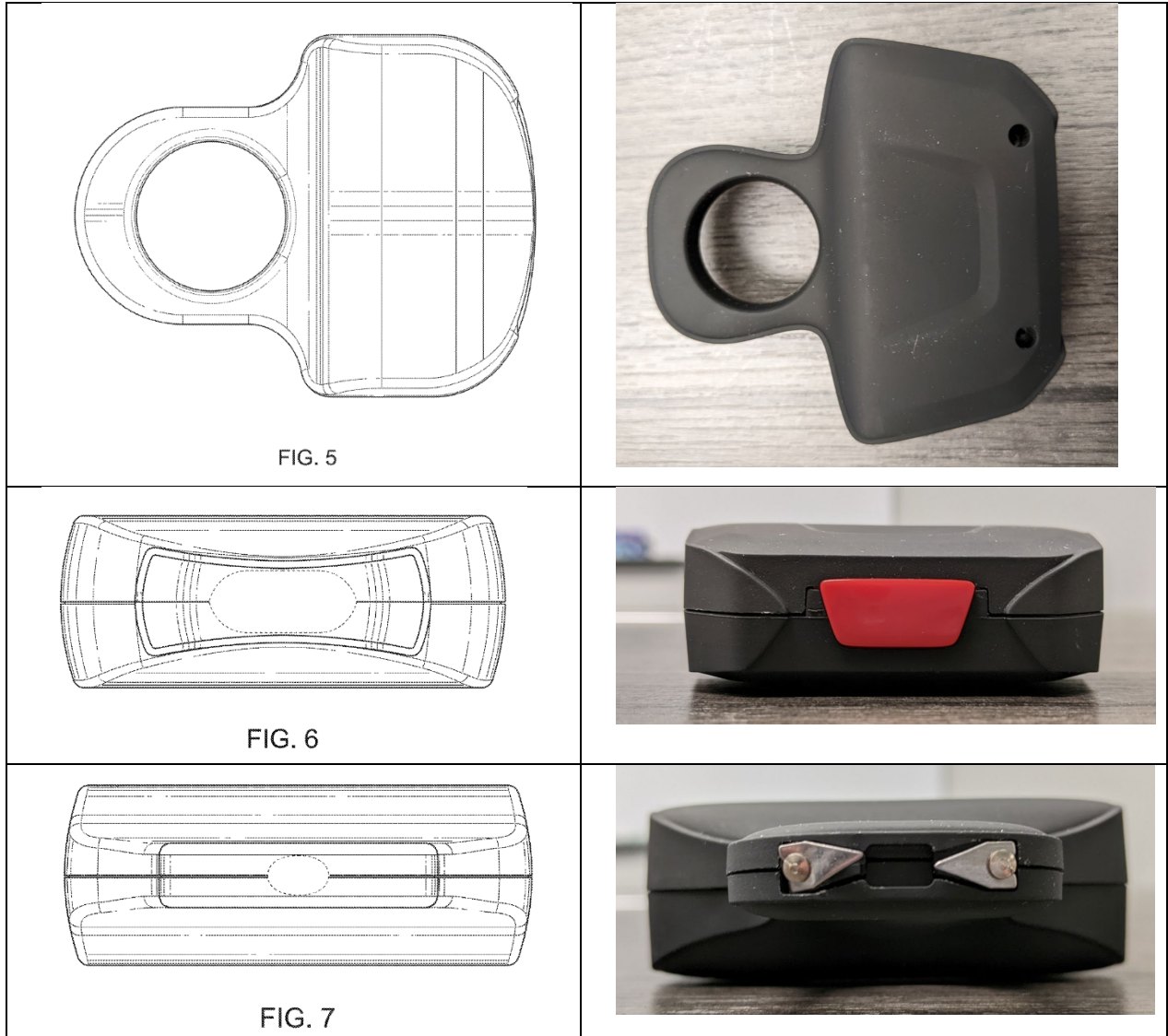
U.S. Patent No. D812,709 S	Cutting Edge's Sting Ring
 <p data-bbox="430 640 495 672">FIG. 4</p>	
 <p data-bbox="438 1081 503 1113">FIG. 5</p>	
 <p data-bbox="462 1396 560 1438">FIG. 6</p>	
 <p data-bbox="462 1701 560 1743">FIG. 7</p>	

12. Cutting Edge recently discovered that Sharp was marketing and selling the DZS Ring Self Defense Knuckle Mini Stun Gun (“Accused Product”), which Sharp prominently advertises and touts on its website as a “small hand held (and easily concealed) stun gun.” <https://www.sharpimport.com/dzs-black-ring-self-defense-knuckle-mini-stun-gun-rechargeable-.html>



13. As shown below, the Accused Product is clearly infringes Cutting Edge’s innovative patent design:

U.S. Patent No. D812,709 S	Accused Product
 <p data-bbox="493 663 565 695">FIG. 1</p>	
 <p data-bbox="456 930 521 961">FIG. 2</p>	
 <p data-bbox="469 1171 540 1203">FIG. 3</p>	
 <p data-bbox="444 1667 509 1698">FIG. 4</p>	



14. As also shown below, the Accused Product also a complete knock-off of the Sting Ring and infringes the Cutting Edge’s trade dress rights embodied in the Sting Ring (hereinafter, “Sting Ring Trade Dress”):

Accused Product	Cutting Edge's Sting Ring
	
	
	
	



15. On May 6, 2022, Cutting Edge sent a cease-and-desist letter to Sharp, which informed Sharp that it was infringing the '709 Patent vis-à-vis its marketing and sale of the Accused Products and demanded that Sharp immediately cease any further sales. The letter requested that Sharp respond by May 13, 2022. Sharp did not respond to the letter and continued to sell the Accused Product.

16. On June 1, 2022, Cutting Edge sent yet another letter making the same demands and requesting a response by June 10, 2022. Sharp yet again failed to respond and still continues

to sell the Accused Product through its website. Accordingly, Sharp has been on notice of the ‘709 Patent and its infringement at least as early as May 4, 2022 but in all likelihood much earlier.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. D812,709)

17. Cutting Edge incorporates by reference the allegations contained in all paragraphs above.

18. Cutting Edge provided actual notice to Sharp of its infringement on repeated occasions at least as early as May 6, 2022, and in no event later than the filing of this complaint.

19. Despite these repeated notices, Sharp has infringed and continues to infringe the ‘709 patent by, *inter alia*, making, using, importing, offering to sell, and/or selling in the United States, including in the State of Pennsylvania and within this District, products infringing the ornamental design covered by the ‘709 patent in violation of 35 U.S.C. § 271, including but not limited to the Accused Product, including all color variants thereof.

20. Sharp infringes the ‘709 patent because, *inter alia*, in the eye of an ordinary observer, giving such attention as a purchaser usually gives, the overall design of the ‘709 patent and Accused Product are substantially the same, the resemblance being such as to deceive such an ordinary observer, inducing him to purchase one supposing it to be the other.

21. Sharp’s acts of infringement were undertaken without authority, permission, or license from Cutting Edge. Sharp’s infringing activities violate 35 U.S.C. § 271.

22. Sharp’s infringement has damaged and continues to damage and injure Cutting Edge. The injury to Cutting Edge is irreparable and will continue unless and until Sharp has been enjoined from further infringement.

23. Cutting Edge is entitled to a complete accounting of all revenue and profits derived by Sharp from the unlawful conduct alleged herein, including without limitation, Sharp's total profit pursuant to 35 U.S.C. § 289.

24. Sharp has engaged and is engaged in willful and deliberate infringement of the '709 patent. Such willful and deliberate infringement justifies an increase of three times the damages to be assessed pursuant to 35 U.S.C. § 284 and further qualifies this action as an exceptional case supporting an award of reasonable attorney's fees pursuant to 35 U.S.C. § 285.

25. Cutting Edge is entitled to a permanent injunction preventing Sharp from further infringing the '709 patent.

COUNT II
(TRADE DRESS INFRINGEMENT – 15 U.S.C. § 1125(a))

26. Cutting Edge incorporates by reference the allegations contained in all paragraphs above.

27. The Sting Ring Trade Dress is a way for Cutting Edge and its Streetwise Security Products® brand to be identified by customers and potential customers.

28. The Sting Ring Trade Dress is not functional. The Sting Ring Trade Dress is not essential to the purpose of the article and does not affect the cost or quality of the article. The Sting Ring Trade Dress is not competitively necessary to use the features of the design in the relevant market.

29. Based on, among other things, Cutting Edge's extensive and consistent promotion and sales throughout the United States, the Sting Ring Trade Dress has acquired distinctiveness and secondary meaning among consumers, identifying the products as originating from a single source.

30. Cutting Edge has acquired valuable, legally protected rights in the Sting Ring Trade Dress.

31. Cutting Edge is the owner of all right and title in the Sting Ring Trade Dress.

32. Defendant Sharp has copied the Sting Ring Trade Dress by imitating the major design elements and the overall “look and feel” of the String Ring Trade Dress in violation of Section 43(a) of the Lanham Act, 15 U.S.C. section 1125(a).

33. Defendant’s act of copying the Sting Ring Trade Dress and its manufacture, importation, and sale of their Accused Products through interstate commerce are likely to confuse, mislead, or deceive customers, purchasers, and members of the general public as to the origin, source, quality, sponsorship, or affiliation of the Accused Product, and are likely to cause such consumer confusion as to whether Cutting Edge authorized, sponsored, approved, endorsed, or licensed the Accused Products or whether Defendant is in some way affiliated with Cutting Edge. Defendant’s actions constitute a false designation of origin that has caused, and are likely to cause, confusion, mistake, and deception, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

34. Defendant’s use of the Sting Ring Trade Dress enables Defendant to benefit unfairly from Cutting Edge’s reputation and success, including associated with the Streetwise Security Products® brand, thereby giving the Accused Products sales and commercial value they otherwise would not have and potentially diminishing the reputation of Cutting Edge and its Streetwise Security Products® brand due to the inferior build quality of the Accused Product.

35. Defendant’s actions constitute trade dress infringement and unfair competition in violation of Section 43(a) of the Lanham Act. 15 U.S.C. § 1125(a).

36. Upon information and belief, Defendant knew, or should have known, of the Sting Ring Trade Dress before it engaged in its wrongful acts but in any event no later than its receipt of the May 6, 2022 cease and desist letter.

37. Defendant had actual knowledge of the Sting Ring Trade Dress, but it has continued to infringe upon it intentionally, willfully, and without regard for the Sting Ring Trade Dress. The Defendant's willful and intentional conduct makes this an exceptional case under 15 U.S.C. section 1117(a).

38. Defendant's acts have injured Cutting Edge and have caused Cutting Edge damages, including lost revenue and profit. Cutting Edge has also suffered and will continue to suffer injury to its business, reputation, and goodwill.

DEMAND FOR JURY TRIAL

39. Cutting Edge demands a jury trial for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Cutting Edge asks this Court to enter judgment in its favor and against Defendant as follows:

- a. that Cutting Edge's intellectual property rights are good, valid, and enforceable;
- b. that Defendant infringed on Cutting Edge's '709 Patent;
- c. that Defendant's acts constitute trade dress infringement in violation of the Lanham Act;
- d. that Defendant committed its unlawful acts knowingly, intentionally, and/or willfully;
- e. that Defendant account to Cutting Edge for all revenues, profits, gains, savings, and advantages received or realized by Defendant that are attributable to its violations of Cutting Edge's intellectual property rights;

- f. that Cutting Edge recover from Defendant damages for Defendant's unlawful acts in an amount adequate to compensate Cutting Edge, including but not limited to Cutting Edge's lost profits; and
- g. that Cutting Edge recover all other relief, at law and equity, to which it is entitled.

Respectfully submitted,

By: /s Frederick A. Tecce
Frederick A. Tecce, Esq.
PA Bar No. 47298
Altima Advisors/Attorneys, LLC
1 Liberty – 55th Floor
1650 Market Street
Philadelphia, PA 19103
Tel: (215) 268-7525
Fax: (215) 267-7526
Email: fred.tecce@altimaadvisors.com

*Attorneys for Plaintiff Cutting Edge
Products, Inc*

OF COUNSEL:
Stephen D. Zinda
Attorney-in-Charge
(Pending Admission *Pro Hac Vice*)
Texas Bar No. 24084147
Munira Jesani
(Pending Admission *Pro Hac Vice*)
Texas Bar No. 24101967

CABELLO HALL ZINDA, PLLC
801 Travis Street, Suite 1610
Houston, TX 77002
Tel: 832-631-9990
Fax: 832-631-9991
Email: stephen@chzfirm.com
Email: mjesani@chzfirm.com