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20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

22 SLICE, INC., a Delaware
23 Corporation,
24
25 plaintiff,
26
27 v.
28 SAFEX, INC, an entity of unknown
incorporation,
defendant.

Case No.: 2:22-cv-3397

Complaint For:

- (1) Utility Patent Infringement
- (2) Design Patent Infringement
- (3) Federal Trade Dress Infringement
- (4) Copyright Infringement
- (5) Common Law Trade Dress Infringement
- (6) California Unfair Competition, Bus. & Prof. Code. § 17200

DEMAND FOR JURY TRIAL

Action Filed: May 19, 2022
Trial Date: Not Set

1 Plaintiff Slice, Inc., (“Plaintiff” or “Slice”), by its undersigned counsel,
2 brings this Complaint against defendant SafeX, Inc. (“Defendant” or “SafeX”), for
3 damages and injunctive relief, and in support thereof alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is a civil action for action for (i) utility and design patent
6 infringement under the Patent Laws of the United States 35 U.S.C. § 1, *et seq.*; (ii)
7 trade dress infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114,
8 for infringement of a registered mark; (iii) trade dress infringement, false
9 designation of origin, and unfair competition under Section 43(a) of the Lanham
10 Act, 15 U.S.C. § 1125(a); (iv) copyright infringement under the United
11 States Copyright Act of 1976, as amended (the “Copyright Act”), 17 U.S.C. § 101
12 *et seq.*; (v) common law trade dress infringement; (vi) common law unfair
13 competition; and (vii) unfair competition under the California Business and
14 Professions Code, Section 17200 *et seq.*, and Section 17500, *et seq.*

15 **PARTIES**

16 2. Plaintiff is a Delaware corporation, having its principal place of
17 business at 323 Sunny Isles Blvd. Suite 700, Sunny Isles, Florida 33160. Slice
18 develops unique and high-quality and premium cutting tools that are sold online
19 and in brick and mortar stores where customers appreciate Slice’s innovative
20 products.

21 3. Upon information and belief, Defendant SafeX Inc. has a regular and
22 established place of business at 340 S Lemon Ave., #8661, Walnut, California
23 91789. SafeX operates a website: <https://www.safexcut.com/>. The SafeX website
24 identifies the Walnut, California address as the Company’s contact address on the
25 following page on its website: <https://www.safexcut.com/contact>.
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28

JURISDICTION

4. This Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a), and (b), 15 U.S.C. § 1121, and 28 U.S.C. § 1367.

5. The Court has personal jurisdiction over SafeX because, upon information and belief, SafeX has a regular and established place of business within this District. Upon information and belief, SafeX offers products for sale and sells products through its website within this District and has derived and continues to derive revenue from the sale of infringing products within this District from sales made through Amazon.com. SafeX expects its actions to have consequences within this District, and SafeX derives revenue from interstate and international commerce in this District.

VENUE

6. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c); and 1400(a) and (b) because on information and belief, SafeX transacts business within this District, has an established place of business in this District, and SafeX offers for sale and sells infringing products in this District through its own website and on Amazon.com; and/or under 28 U.S.C. § 1391(b)(3), in that SafeX is subject to personal jurisdiction in this district with respect to this action, and there is no other district in which the action may otherwise be brought.

FACTUAL ALLEGATIONS

The Business of Slice

7. Slice is a manufacturer and distributor of primarily ceramic-blade, hand-held cutting tools that are safe, reliable, comprised of distinctive shapes and designs, and are contained in distinctive packaging.

8. Founded in 2008, Slice has since revolutionized the cutting industry by making hand-held cutting tools featuring ceramic blades that are significantly safer and more resilient than traditional steel blades. World-renowned and

1 influential designers, including Karim Rashid, Michael Graves, and Yves Behar
2 have designed Slice’s products to create a sleek, specific, and distinctive look.

3 9. Slice’s cutting tools include, but are not limited to, pen cutters, pocket
4 cutters, safety cutters, letter openers, and utility knives that use ceramic blades.

5 10. Slice has obtained intellectual property protection for its innovations,
6 including utility and design patents, trademarks, trade dress protection, and
7 copyrights.

8 11. Slice is a pioneer and leader in the market for hand-held cutting tools
9 with ceramic blades and in the industrial and safety, art supply, school and craft
10 markets.

11 12. Slice’s cutting tools are distributed in over 40 countries. Slice has
12 sold tens of millions of units of its cutting tools worldwide. More than half of the
13 Fortune 1000 companies use Slice’s cutting tools, allowing them to lower costs and
14 reduce risks of lacerations due to Slice’s unique designs, which Slice has
15 developed over the past ten years at great expense.

16 13. Slice donates a minimum 1% of corporate worldwide sales to various
17 autism research programs that have global ramifications for families and
18 individuals that live with autism on a daily basis. Slice also encourages corporate
19 and individual donations directly to key research benefactors at the Autism and
20 Developmental Disabilities Clinic, Lucile Packard Children’s Hospital at Stanford
21 University in Palo Alto, California.

22 **The Business of SafeX and Its Infringing Products**

23 14. SafeX sells cutting tools with ceramic blades in competition with
24 Slice.

25 15. SafeX operates through and offers its products for sale and sells them
26 on its website www.safexcute.com, created on November 11, 2019. SafeX also
27 offers its products for sale and sells its products on Amazon.com.

1 16. On November 13, 2019, U.S. Trademark Application Serial No.
2 88691778 (the ‘778 application) was filed for a stylized form of the mark SAFEX
3 by individual Shi Shuai, a citizen of China, with the United States Patent and
4 Trademark Office (“USPTO”) for the following goods:

5 Blades for manually-operated tools; Box cutters; Ceramic
6 knives; Hand-operated cutting tools; Hand tools, namely,
7 graving tools; Hobby knives; Kitchen knives; Paring
8 knives; Penknives; Scissors; Tableware, namely, knives,
9 forks and spoons; Vegetable slicers; Hand tools, namely,
engravers.

10 17. The ‘778 application was filed on a Section 1(a) basis, representing
11 that the mark was in use in United States commerce at the time of filing the
12 application.

13 18. The date of first use of the mark in connection with the applied-for
14 goods was listed as October 18, 2019, predating the registration of the website
15 www.safexcut.com.

16 19. A specimen of use was provided with the application. However, the
17 specimen of use presents a prototype of SafeX’s Cardboard Cutter (T109).

18 20. The ‘778 application matured to registration U.S. Reg. No. 6074897
19 on June 9, 2020.

20 21. According to Amazon.com, SafeX’s Mini Cutter (T103), Precision
21 Cutter (T106), and Precision Knife (T108) first became available on the e-
22 commerce platform on May 31, 2021.

23 22. According to Amazon.com, SafeX’s Auto-Retractable Pen Cutter
24 (T101), 3-Position Manual Pen Cutter (T102), Precision Pen Cutter (T105), and
25 Precision Craft Knife (T107) first became available on the e-commerce platform
26 on June 17, 2021.

1 23. According to Amazon.com, SafeX’s Micro-Ceramic Box Cutter
2 (T116) first became available on June 25, 2021.

3 24. Upon information and belief, SafeX also sells its products outside of
4 the United States. In particular, Defendant sells its products in China through e-
5 commerce platforms such as www.world.taobao.com.

6 ***SafeX’s Trade Dress, Design and Utility, Patent Infringement,***
7 ***Copyright Infringement, and Unfair Competition***

8 25. On August 3, 2021, Slice’s counsel sent SafeX a cease-and-desist
9 letter setting forth detailed allegations of the utility patent, design patent, trade
10 dress, and copyright infringement of Counts I, IV, V, VI, XII, XIII, XIV, and XV,
11 demanding SafeX cease infringing. A copy of Slice’s letter to SafeX is attached as
12 Exhibit 1.

13 26. On August 6, 2021, SafeX responded to Slice’s cease-and-desist letter
14 by email attached hereto as Exhibit 2 from an email address of info@safexcut.com,
15 which is identified as SafeX’s contact email on the SafeX website. SafeX’s
16 response broadly denied liability, without responding to the all of the specific
17 allegations and has continued its infringement of intellectual property rights, as
18 described below.

19 **a. Ceramic Craft Cutter Packaging Copyright**

20 27. Slice has sold its Ceramic Craft Cutter (10548) via its website,
21 sliceproducts.com since June 29, 2016, and has also sold it through Amazon.com.

22 28. Ms. Kanako Shimura created the product packaging for the 10548
23 (“Ceramic Craft Cutter Packaging”) on June 6, 2017.

24 29. Ms. Shimura assigned all copyright rights in the Ceramic Craft Cutter
25 Packaging to Slice.

26 30. On December 2, 2021, the United States Copyright Office (“USCO”)
27 issued Registration No. TX 9-042-646 to Slice for the text and artwork of the
28

1 Ceramic Craft Cutter Packaging, with an effective date of registration of
2 November 29, 2021 (“Ceramic Craft Cutter Packaging Copyrighted Work”). A
3 true and correct copy of the Registration for the Ceramic Craft Cutter Packaging
4 Copyrighted Work is attached hereto as Exhibit 3.

5 31. Slice is the exclusive owner of all right, title, and interest, including
6 all rights under copyright of the Ceramic Craft Cutter Packaging Copyrighted
7 Work.

8 32. The Ceramic Craft Cutter Packaging Copyrighted Work is wholly
9 original and is of significant value to Slice.

10 33. Slice reproduced, published, and displayed the Ceramic Craft Cutter
11 Packaging Copyrighted Work with the packaging used to sell its Ceramic Craft
12 Cutter (10548).

13 34. SafeX has reproduced, published, and displayed the Ceramic Craft
14 Cutter Packaging Copyrighted Work with the packaging used to sell its own SafeX
15 Craft Knife.

16 35. SafeX’s reproduction, publication, and display of the Ceramic Craft
17 Cutter Packaging Copyrighted Work is without Slice’s authorization, consent, or
18 knowledge, and without any remuneration to Slice.

19 36. SafeX’s identical copying and exploitation of portions of the Ceramic
20 Craft Cutter Packaging Copyrighted Work was willful, and in disregard of, and
21 with indifference to, the rights of Slice. On further information and belief, SafeX’s
22 intentional, infringing conduct was undertaken to reap the creative, artistic, and
23 aesthetic benefit and value associated with the Ceramic Craft Cutter Packaging
24 Copyrighted Work. By failing to obtain Slice’s authorization to use the Ceramic
25 Craft Cutter Packaging Copyrighted Work or to compensate Plaintiff for the use,
26 SafeX has avoided payment of license fees and other financial costs associated
27 with obtaining permission to exploit the Ceramic Craft Cutter Packaging
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1 Copyrighted Work, as well as the restrictions that Plaintiff is entitled to and would
2 place on any such exploitation as conditions for Plaintiff's permission, including
3 the right to deny permission altogether.

4 37. As can be seen from viewing and comparing the Ceramic Craft Cutter
5 Packaging and the SafeX Craft Knife Packaging, the design of the SafeX Craft
6 Knife Packaging is substantially similar to the Craft Cutter Product Packaging
7 Copyrighted Work. Specifically, the Slice and the SafeX product packaging
8 employ the same or nearly same features. Below is a comparison of the Slice and
9 SafeX packaging.

10
11 **Slice Product Packaging**



12
13 **SafeX Product Packaging**



1 38. In each case, the cutting device and safety cap are visible through a
2 clear plastic window portion of the packaging where the blade of the cutting device
3 is pointed towards the top, with each cutting device’s orange safety cap aligned to
4 the bottom right of the cutting device. Further, in each case, the paperboard
5 packaging is white and artfully displays information in an aesthetically pleasing
6 color combination of white, gray and bright orange. The product information,
7 features, and branding is displayed in either a distinctive bright orange text or
8 background font with additional gray text. In particular, both employ the phrase
9 “10X LONGER LASTING VS. STEEL” and “SAFER THAN METAL BLADES”
10 in either bright orange text or background font. Specifically, the Slice product
11 packaging displays white text in a bright orange background font, and the SafeX
12 product packaging displays the same text with the color scheme inverted (white
13 background with bright orange text). Each packaging displays an exemplary
14 image of a blade surrounded by an orange border in the shape of a square with
15 rounded edges. Moreover, each packaging lists the cutting device number in bright
16 orange below the clear plastic window. Each packaging further includes the title of
17 cutter (“craft knife/cutter”) in bright orange text, with consecutive translations of
18 the product type and characteristic in French, Spanish, and German in gray text.

19 39. Given the substantial similarities between the Slice Product Packaging
20 and the SafeX Craft Knife Packaging, the SafeX Craft Knife Packaging is
21 substantially similar to Slice’s Ceramic Craft Cutter Packaging Copyrighted Work.

22 40. On information and belief, Defendant's identical copying and
23 exploitation of the Ceramic Craft Cutter Packaging Copyrighted Work
24 Copyrighted Work was willful, and in disregard of, and with indifference to, the
25 rights of Plaintiff.

26 41. On further information and belief, Defendant’s intentional, infringing
27 conduct was undertaken to reap the creative, artistic, and aesthetic benefit and
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1 value associated with the Ceramic Craft Cutter Packaging Copyrighted Work. By
2 failing to obtain Slice’s authorization to use the aforementioned work or to
3 compensate Slice for the use, Defendant has avoided payment of license fees and
4 other financial costs associated with obtaining permission to exploit the Ceramic
5 Craft Cutter Packaging Copyrighted Work, as well as the restrictions that Slice is
6 entitled to and would place on any such exploitation as conditions for Slice’s
7 permission, including the right to deny permission altogether.

8 42. As a result of SafeX’s actions as described above, Plaintiff has been
9 directly damaged, and is continuing to be damaged, by the unauthorized
10 reproduction, publication, distribution, public display, and sale of portions of the
11 Ceramic Craft Cutter Packaging Copyrighted Work. Defendant has never
12 accounted to or otherwise paid Plaintiff for its use of these portions of the Ceramic
13 Craft Cutter Packaging Copyrighted Work all the while making a financial gain
14 through the reproduction and display of the work.

15 43. Defendant's acts are causing, and unless restrained, will continue to
16 cause damage and immediate irreparable harm to Plaintiff for which Plaintiff has
17 no adequate remedy at law.

18 **b. Precision Cutter Packaging Copyright**

19 44. Slice has sold its Precision Cutter (10416) for sale via its website
20 since July 1, 2019. Slice has also sold it through Amazon.com.

21 45. Ms. Kanako Shimura created the product packaging for Slice’s
22 Precision Cutter 10416 (“Precision Cutter Packaging”) on Oct 25, 2018.

23 46. Ms. Shimura assigned all copyright rights in the Precision Cutter
24 Packaging to Slice.

25 47. On December 1, 2021, the USCO issued TX 9-043-652 to Slice for
26 the text and artwork of the Precision Cutter Packaging, with effective date of
27 registration of November 29, 2021.

1 48. A true and correct copy of the Registration for the Precision Cutter
2 Packaging is attached hereto as Exhibit 4 (“Precision Cutter Packaging
3 Copyrighted Work”).

4 49. The Precision Cutter Packaging Copyrighted Work is wholly original
5 and is of significant value to Slice.

6 50. Slice reproduced, published, and displayed the Precision Cutter
7 Packaging Copyrighted Work with the packaging used to sell its Precision Cutter
8 (10548).

9 51. SafeX has reproduced, published, and displayed the Precision Cutter
10 Packaging Copyrighted Work with the packaging used to sell its SafeX Precision
11 Pen Cutter.

12 52. SafeX’s reproduction, publication, and display of the Precision Cutter
13 Packaging Copyrighted Work is without Slice’s authorization, consent, or
14 knowledge, and without any remuneration to Slice.

15 53. SafeX’s identical copying and exploitation of portions of the Precision
16 Cutter Packaging Copyrighted Work was willful, and in disregard of, and with
17 indifference to, the rights of Plaintiff.

18 54. On information and belief, SafeX’s intentional, infringing conduct
19 was undertaken to reap the creative, artistic, and aesthetic benefit and value
20 associated with the Precision Cutter Packaging Copyrighted Work.

21 55. By failing to obtain Slice’s authorization to use the Precision Cutter
22 Packaging Copyrighted Work or to compensate Plaintiff for the reproduction,
23 publication and display, SafeX has avoided payment of license fees and other
24 financial costs associated with obtaining permission to exploit the Precision Cutter
25 Packaging Copyrighted Work, as well as the restrictions that Plaintiff is entitled to
26 and would place on any such exploitation as conditions for Plaintiff’s permission,
27 including the right to deny permission altogether.

1 56. The design of the SafeX Precision Cutter Packaging is substantially
2 similar to Slice's Precision Cutter Packaging Copyrighted Work.

3 57. Specifically, the SafeX product packaging employs the same or nearly
4 same features. Below is a comparison of the Slice and SafeX packaging.
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6

7 **Slice Product Packaging**

7 **SafeX Product Packaging**



1 58. In each case, the precision cutter and safety cap are visible through a
2 clear plastic window portion of the packaging where the blade of the precision
3 cutter is pointed towards the top, with each product’s orange safety cap aligned to
4 the bottom right of the precision cutter. In each case, the paperboard packaging
5 artfully displays information in an aesthetically pleasing color combination of
6 white, gray and bright orange. The product information, features, and branding are
7 displayed in a distinctive bright orange text or font with additional gray text. Each
8 packaging employs textual statements such as “11X LONGER LASTING VS.
9 STEEL” (the SafeX version uses “10X LONGER LASTING VS. STEEL”) and
10 “SAFER THAN TRADITIONAL BLADES” (the SafeX version uses “SAFER
11 THAN METAL BLADES”). Specifically, the Slice product packaging displays
12 white text in a bright orange background font, and the SafeX product packaging
13 displays the same text with the color scheme inverted (white background with
14 bright orange text). Each packaging displays an image of an exemplary human
15 right hand holding the product (each such image being substantially similar in
16 appearance). Moreover, each packaging lists the cutting device number in bright
17 orange below the clear plastic window. Each packaging further includes the title
18 “precision [pen] cutter” and descriptor “with ceramic blade” in bright orange text,
19 with consecutive translations in French, Spanish, and German in gray text.

20 59. Given the striking similarities described above, the SafeX Precision
21 Pen Cutter Packaging, is substantially similar to Slice’s Precision Cutter Packaging
22 Copyrighted Work.

23 **c. Slice Pen Cutter Packaging Copyright**

24 60. Slice has sold its Auto-Retractable Pen Cutter (10512) via its website,
25 sliceproducts.com, beginning on January 4, 2013, and on Amazon.com.

26 61. Ms. Kanako Shimura created the product packaging for Slice’s Pen
27 Cutter (“Pen Cutter Packaging”) on January 4, 2013.

1 62. Ms. Shimura assigned all copyright rights in the Pen Cutter Packaging
2 to Slice.

3 63. On December 1, 2021, the USCO issued TX 9-044-530 to Slice for
4 the text and artwork of the Pen Cutter Packaging, with effective date of registration
5 of November 29, 2021. A true and correct copy of the Registration for the Pen
6 Cutter Packaging is attached hereto as Exhibit 5 (“Pen Cutter Packaging
7 Copyrighted Work”).

8 64. The Pen Cutter Packaging Copyrighted Work is wholly original and is
9 of significant value to Slice.

10 65. Slice reproduced, published, and sold the Pen Cutter Packaging
11 Copyrighted Work with the packaging used to sell its Auto-Retractable Pen Cutter
12 (10512).

13 66. SafeX created the SafeX pen cutter packaging (the “SafeX Pen Cutter
14 Packaging”) by copying Slice’s Pen Cutter Packaging Copyrighted Work without
15 Slice’s authorization, consent, or knowledge, and without any remuneration to
16 Slice.

17 67. As can be seen from viewing and comparing the Slice Pen Cutter
18 Packaging and the SafeX Pen Cutter Packaging, the design of the SafeX Pen Cutter
19 Packaging is substantially similar to Slice’s Pen Cutter Packaging Copyrighted
20 Work. Specifically, the Slice Auto-Retractable Pen Cutter (10512) and SafeX
21 Auto-Retractable Pen Cutter (T101) packaging employ the same or nearly same
22 features.

23 68. Below is a comparison of the Slice and SafeX packaging.
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25
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27
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Slice Product Packaging



SafeX Product Packaging



69. In each case, the pen cutter product is visible through a clear plastic window portion of the packaging where the blade of the pen cutter is pointed towards the top. In each case, the paperboard packaging is white and artfully displays information in an aesthetically pleasing color combination of white, gray and bright orange. The product information, features, and branding are displayed in either a distinctive bright orange text or background font with additional gray text.

1 Each packaging employs similar textual statements such as “10X LONGER
2 LASTING VS. STEEL” and “SAFER THAN METAL BLADES”. Each packaging
3 further includes the title “pen cutter” and “auto retract” in bright orange text, with
4 consecutive translations of the product type and features in French, Spanish, and
5 German in gray text.

6 70. Given the similarities between the Slice’s Pen Cutter Packaging and
7 the SafeX Pen Cutter Packaging, the SafeX Pen Cutter Packaging is substantially
8 similar to Slice’s Pen Cutter Packaging Copyrighted Work.

9 71. SafeX has reproduced, published, and sold the Ceramic Craft Cutter
10 Packaging Copyrighted Work with the packaging used to sell its SafeX Craft
11 Knife.

12 72. SafeX’s reproduction, publication, and display of the Pen Cutter
13 Product Packaging Copyrighted Work is without Slice’s authorization, consent, or
14 knowledge, and without any remuneration to Slice.

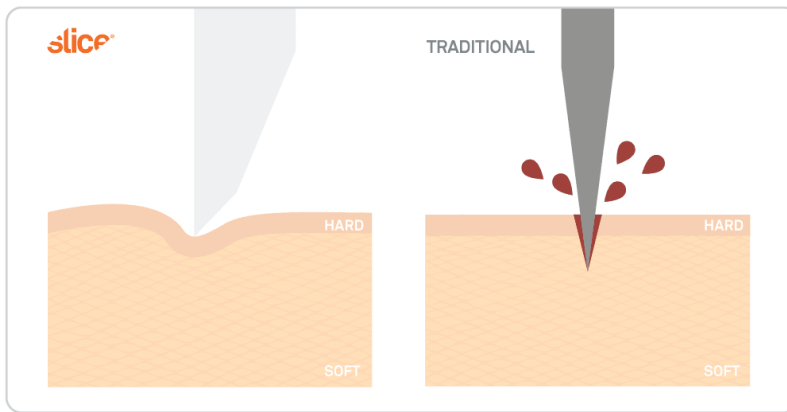
15 73. SafeX’s identical copying and exploitation of portions of the Pen
16 Cutter Packaging Copyrighted Work was willful, and in disregard of, and with
17 indifference to, the rights of Plaintiff. On further information and belief, SafeX’s
18 intentional, infringing conduct was undertaken to reap the creative, artistic, and
19 aesthetic benefit and value associated with the Pen Cutter Packaging Copyrighted
20 Work. By failing to obtain Slice’s authorization to use the copyrighted work or to
21 compensate Plaintiff for the use, SafeX has avoided payment of license fees and
22 other financial costs associated with obtaining permission to exploit the Pen Cutter
23 Packaging Copyrighted Work, as well as the restrictions that Plaintiff is entitled to
24 and would place on any such exploitation as conditions for Plaintiff’s permission,
25 including the right to deny permission altogether.

1 **d. Finger Friendly Image Copyright**

2 74. One of the selling points for Slice’s products is that they are
3 configured with ceramic blades. Ceramic blades are generally safer than metal
4 blades, rendering Slice products safer for use.

5 75. To demonstrate the safety of its products, Slice employed the
6 following image comparing its blades to traditional blades:

7 **Slice’s Original Image –Finger Friendly Promotion**



15
16
17 76. Ms. Kanako Shimura created the above illustration (“Finger Friendly
18 Promotion”) on Oct. 15, 2017 on behalf of Slice on a work-made-for-hire basis.
19 The Finger Friendly Promotion is a part of a larger work that Shimura created for
20 images for an investment deck. The Finger Friendly Promotion was subsequently
21 used in various Slice promotions for Slice products on Amazon.com.

22 77. On November 30, 2021, the USCO issued VA 2-277-092 to Slice for
23 the text and artwork of the Finger Friendly Promotion, with an effective date of
24 registration of November 29, 2021. A true and correct copy of the registration for
25 the Finger Friendly Promotion is attached hereto as Exhibit 6 (“Finger Friendly
26 Promotion Copyrighted Work”).

1 78. Slice is the exclusive owner of all rights, title, and interest, including
2 all rights under copyright of the Finger Friendly Promotion Copyrighted Work.

3 79. The Finger Friendly Promotion Copyrighted Work is wholly original
4 and is of significant value to Slice. The Finger Friendly Promotion Copyrighted
5 Work readily distinguishes Slice’s products from competitor’s products. The
6 Finger Friendly Promotion Copyrighted Work features the orange, gray, and black
7 color combination for its images and text that create recognition in the Slice brand.

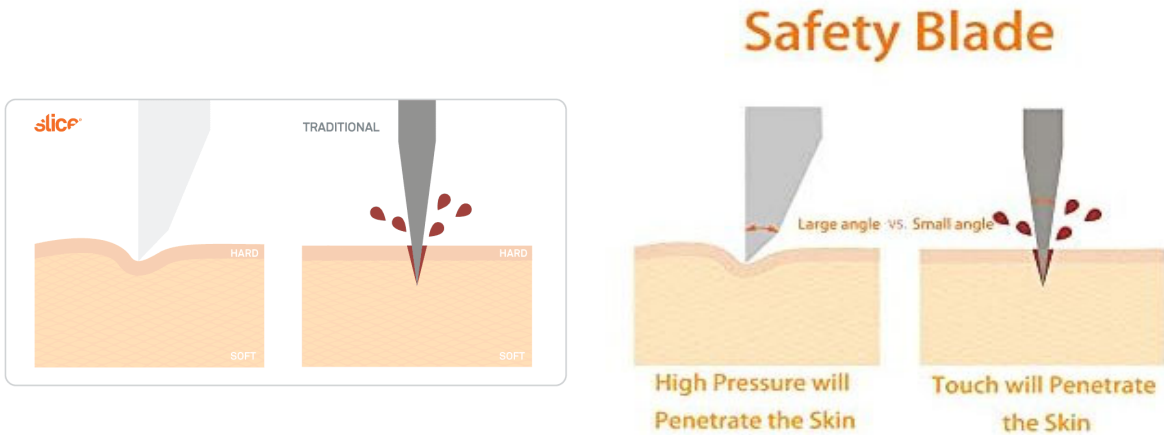
8 80. Likewise, the Finger Friendly Promotion Copyrighted Work is an
9 effective and quick demonstration of how the Slice products are superior to its
10 competitors.

11 81. Slice reproduced and published the Finger Friendly Promotion in
12 various Slice promotions for Slice products on Amazon.com.

13 82. On or about July 8, 2021, Slice discovered that SafeX was publicly
14 displaying a substantially similar image or a colorable imitation of the Finger
15 Friendly Promotion Copyrighted Work (“SafeX Finger Friendly Promotion”) on
16 Amazon.com in connection with the sale of its products, including SafeX’s
17 Precision Craft Knife (T107) as illustrated below:

18 **Slice Finger Friendly Promotion**

SafeX Finger Friendly Promotion



1 83. As is evident in the above pictures, there are many similarities
2 between the two images. The subject matter of the Slice image is the display of a
3 Slice ceramic blade versus a traditional (metal) blade. Both the Slice image and
4 the SafeX reproduction consist of two illustrations comparing two different blade
5 types wherein a left-side illustration depicts a first blade representing a ceramic
6 blade in a light gray color and a generally trapezoidal configuration above a
7 depiction of human skin, wherein the human skin is depicted as generally
8 rectangular and comprising of a thin epidermis top layer of a darker beige color
9 than the thick bottom layer. In each of the Slice image and the SafeX images, the
10 human skin depicted on the left-side illustration comprises of a centrally located
11 depression. The left-side illustration is meant to illustrate how Slice blades are less
12 likely to penetrate through the top epidermis layer of skin. In both the Slice image
13 and the SafeX image, the right-side illustration shows a traditional (metal) blade in
14 darker gray color that is narrower, pointed, and symmetrical piercing the human
15 skin. In both the right-side illustrations, blood droplets are depicted to demonstrate
16 the dangers of using traditional (metal) knives against human skin surfaces.

17 84. Given the similarities between the Finger Friendly Promotion
18 Copyrighted Work and the SafeX Finger Friendly Promotion, the SafeX Finger
19 Friendly Promotion is substantially similar to Slice's Finger Friendly Promotion
20 Copyrighted Work.

21 85. SafeX's publication and display of the Finger Friendly Promotion
22 Copyrighted Work is without Slice's authorization, consent, or knowledge, and
23 without any remuneration to Slice.

24 86. SafeX's identical copying and exploitation of portions of the Finger
25 Friendly Promotion Copyrighted Work was willful, and in disregard of, and with
26 indifference to, the rights of Plaintiff. On further information and belief, SafeX's
27 intentional, infringing conduct was undertaken to reap the creative, artistic, and
28

1 aesthetic benefit and value associated with the Finger Friendly Promotion
2 Copyrighted Work. By failing to obtain Slice’s authorization to use the Finger
3 Friendly Promotion Copyrighted Work or to compensate Plaintiff for the use,
4 SafeX has avoided payment of license fees and other financial costs associated
5 with obtaining permission to exploit the copyrighted work, as well as the
6 restrictions that Plaintiff is entitled to and would place on any such exploitation as
7 conditions for Plaintiff’s permission, including the right to deny permission
8 altogether.

9 87. On information and belief, SafeX continues to publish, reproduce,
10 display, and distribute the unauthorized reproductions of the Finger Friendly
11 Promotion Copyrighted Work in SafeX’s Infringing Products.

12 88. As a result of SafeX’s actions described above, Slice has been directly
13 damaged, and is continuing to be damaged, by the unauthorized reproduction,
14 distribution, public display, and sale of the SafeX’s Infringing Products. SafeX has
15 never accounted to or otherwise paid Slice for its use of the Finger Friendly
16 Promotion Copyrighted Work.

17 89. On August, 3, 2021, Slice’s counsel sent a cease-and-desist letter to
18 SafeX objecting to SafeX’s unauthorized use of Finger Friendly Promotion
19 Copyrighted Work.

20 90. Although SafeX responded to the August 3, 2021 notice letter, the
21 response did not address the specific allegation of infringement of the Finger
22 Friendly Promotion Copyrighted Work, and there is no evidence that SafeX has
23 complied with the demands set out in the cease-and-desist letter.

24 91. As a result of Defendant’s actions described above, Plaintiff has been
25 directly damaged, and is continuing to be damaged, by the unauthorized
26 reproduction, publication, distribution, and public display of portions of the Finger
27 Friendly Promotion Copyrighted Work. SafeX has never accounted to or
28

1 otherwise paid Plaintiff for its use of these portions of the Finger Friendly
2 Promotion Copyrighted Work.

3 92. SafeX's acts are causing, and unless restrained, will continue to cause
4 damage and immediate irreparable harm to Slice for which Slice has no adequate
5 remedy at law.

6 **e. Slice Auto-Retractable Pen Cutter (10512) Utility Patent – the ‘958 Patent**

7 93. On June 14, 2016, the USPTO issued U.S. Patent No. 9,364,958 (“the
8 ‘958 Patent’”) to Slice for a Pen Cutter. Exhibit 7 is a true and correct copy of the
9 ‘958 Patent.

10 94. Slice is the owner of all right, title, and interest in and to the ‘958
11 Patent.

12 95. The ‘958 Patent has not expired and is in full force and effect.

13 96. The Slice Auto-Retractable Pen Cutter (10512) incorporates the
14 technology claimed in the ‘958 Patent.

15 97. Pursuant to 35 U.S.C. § 282, the ‘958 Patent and each of its claims are
16 presumed valid and enforceable.

17 98. Representative claim 1 of the ‘958 Patent recites:

- 18 • A pen cutter knife, comprising:
- 19 • a body section, comprising a front cap configured with a blade outlet
- 20 slot, a slider button slot, a spring retaining notch, and a rear cap, wherein
- 21 said front cap is secured to a front opening of said body section, said
- 22 slider button slot is formed in a wall of said body section, said rear cap is
- 23 secured to a rear opening of said body section, and said spring retaining
- 24 notch is formed on an inner portion of said body section between said
- 25 slider button slot and said rear opening;
- 26 • a blade carriage retained within said body section and comprising a front
- 27 end formed with a blade holder, a middle section formed with a slider
- 28

1 button attachment point and spring attachment point, and a rear end
2 formed with a rim, wherein said spring attachment point is formed
3 between said slider button attachment point and said rim and has a
4 smaller diameter than said rim;

- 5 • a slider button configured to pass through said slider button slot in said
6 body section and engage with said blade carriage to form an actuation
7 unit that is movable between at least two positions,
- 8 • wherein a first position of said at least two positions is when said slider
9 button is in a rear position and said cutting blade is retracted within said
10 front cap,
- 11 • wherein a second position of said at least two positions is when said
12 slider button is in a forward position and said cutting blade is extended
13 from said blade outlet slot; and
- 14 • a spring wrapped around said spring attachment point and retained
15 between said spring retaining notch and said rim of said blade carriage,
16 wherein moving said slider button to said second position causes said
17 spring to be compressed between said spring retaining notch and said
18 rim of said blade carriage.

19 99. SafeX has and continues to infringe the ‘958 patent by making, using,
20 importing into the United States, and offering for sale, and selling the SafeX Auto-
21 Retractable (T101) Pen Cutter.

22 100. The claim chart attached as Exhibit 8 explains how the SafeX Auto-
23 Retractable (T101) Pen Cutter infringes representative claim 1 of the ‘958 Patent.

24 101. SafeX has known of the existence of the ‘958 Patent since Slice’s
25 counsel notified SafeX that SafeX’s infringement of the ‘958 Patent was under
26 investigation by letter, dated August 3, 2021. SafeX’s response on August 6, 2021,
27 did not contain any response regarding infringement of the ‘958 Patent. SafeX’s
28

1 infringement of the ‘958 Patent has been willful and in disregard for the ‘958
2 Patent, without any reasonable basis for believing it had a right to engage in the
3 infringing conduct.

4 **f. Slice Craft Blade 10518 Utility Patent – the ‘796 Patent**

5 102. On May 30, 2017, the USPTO issued U.S. Patent No. 9,662,796 (“the
6 ‘796 Patent”) to Slice for an invention entitled “Ceramic Cutting Blades.” Exhibit
7 9 is a true and correct copy of the ‘796 Patent.

8 103. Slice is the owner of all right, title, and interest in the ‘796 Patent.

9 104. The ‘796 Patent has not expired and is in full force and effect.

10 105. The Slice Craft Blade (10518) incorporates the technology claimed in
11 the ‘796 patent.

12 106. Pursuant to 35 U.S.C. § 282, the ‘796 Patent and each of its claims are
13 presumed valid and enforceable.

14 107. Representative claim 1 of the ‘796 Patent recites:

- 15 • A ceramic cutting blade, comprising:
- 16 • a first side having a first end and an opposite end;
- 17 • a second opposite side shorter than said first side and parallel to said first
- 18 side;
- 19 • front left and right beveled surfaces that converge to form a leading edge;
- 20 • a rear side, opposite said leading edge;
- 21 • a right planar side; and
- 22 • a left planar side,
- 23 • wherein said right beveled surface extends from said right planar side
- 24 into a different plane than said right planar side, and said left beveled
- 25 surface extends from said left planar side into a different plane than said
- 26 left planar side, wherein a transition edge on both sides of said blade
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1 delineates said right and left planar surfaces from said right and left
2 beveled surfaces, respectively,

- 3 • wherein said first end of said first side curves down, forming a rounded
4 corner that tapers into said leading edge, wherein said first side, second
5 side, leading edge, and rear side, left planar side and right planar side
6 define a right-angled trapezoid shaped cutting blade body,
- 7 • wherein the leading edge is slanted to form an obtuse angle between said
8 second side and said leading edge,
- 9 • wherein said left and right beveled surfaces converge symmetrically from
10 each respective transition edge to define said leading edge which forms a
11 cutting edge, wherein each respective transition edge is parallel to said
12 leading edge, wherein said rounded corner has a front profile of triangle,
13 wherein a thickness of said rear side defines the base of said triangle and
14 top peripheral edges of said left and right beveled surfaces define the legs
15 of said triangle, wherein the leading edge extends from an apex of said
16 triangle to the second side of said ceramic cutting blade,
- 17 • wherein said ceramic blade is made of zirconium oxide and has a
18 thickness of 1-2 mm, a length of 20-40 mm, and a height of 4-8 mm.

19 108. SafeX has and continues to infringe the ‘796 Patent by making, using,
20 importing into the United States, offering for sale, and selling the SafeX Blade
21 (B107) and products that utilize and are sold with the SafeX Blade (B107),
22 including the SafeX Precision Craft Knife (T107) and SafeX Precision Craft Knife
23 (T108).

24 109. The claim chart attached as Exhibit 10 explains how the SafeX Blade
25 (B107), which is utilized by and sold with the SafeX Precision Craft Knife (T107)
26 and SafeX Precision Craft Knife (T108), infringes representative claim 1 of the
27 ‘796 Patent.

1 110. Furthermore, SafeX has and continues to infringe the ‘796 Patent by
2 incorporating the SafeX Blade (B107) in its cutting tools, such as the SafeX
3 Precision Craft Knife (T107) and SafeX Precision Craft Knife (T108).

4 111. Upon information and belief, SafeX has known of the existence of the
5 ‘796 Patent, and its acts of infringement have been willful and in disregard of the
6 ‘796 Patent.

7 **g. Slice Carton Cutter (10585) United States Design Patent D913,072**

8 112. On June 14, 2016, the USPTO issued United States Design Patent
9 D913,072 (the “D’072 Patent”) entitled “Manual Carton Cutter.” Exhibit 11 is a
10 true and correct copy of the D’072 Patent.

11 113. Slice is the owner of all right, title, and interest in and to the D’072
12 Patent.

13 114. The D’072 Patent has not expired and is in full force and effect.

14 115. The ornamental features of the Slice Carton Cutter (10585)
15 incorporate the D’072 Patent. SafeX has and continues to make, use, sell, import
16 into the United States, offer for sale in the United States and sell the SafeX Manual
17 Box Cutter (T128).

18 116. As shown below, the SafeX Manual Box Cutter (T128) includes key
19 ornamental features of and is substantially similar to, the design claimed in the
20 D’072 Patent.

D’072 Patent

SafeX T128

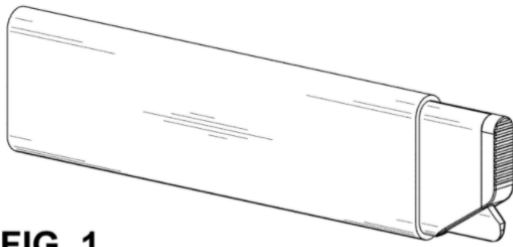


FIG. 1



FIG. 2

11 117. An ordinary observer or purchaser would find the overall design of
12 the D’072 Patent and the SafeX Manual Box Cutter (T128) substantially similar
13 and mistakenly purchase the SafeX Manual Box Cutter (T128).

14 118. Upon Information and belief, SafeX has known of the existence of the
15 D’072 Patent and the Slice Carton Cutter (10585).

16 **h. Slice Cutting Blade U.S. Design Patent No. D636,646**

17 119. On June 14, 2016, the USPTO issued U.S. Design Patent No.
18 D636,646 (the “D’646 Patent”), entitled “Utility Blade.” Exhibit 12 is a true and
19 correct copy of the D’646 Patent.

20 120. Slice is the owner of all right, title, and interest in and to the D’646
21 Patent.

22 121. The D’646 Patent has not expired and is in full force and effect.

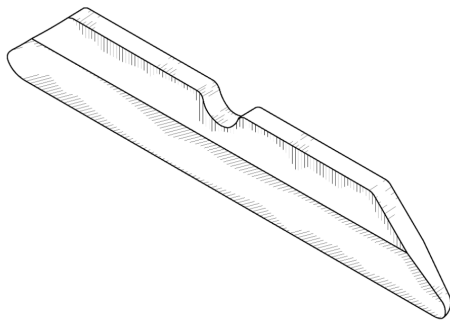
23 122. The ornamental features of the Slice Cutting Blade (10404) are
24 protected by the D’646 Patent.

25 123. The Slice Cutting Blade (10404) is used in numerous Slice products
26 such as Slice’s Box Cutter (10400, 10503), Pen Cutters (10474, 10475, 10476),
27
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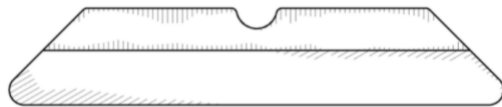
1 EDC Folding Knife (10495), and Mini Cutters (10514, 10515) among other
2 products.

3 124. As shown below, the SafeX Blade (B101) includes key ornamental
4 features of and is substantially similar to the design claimed in the D'646 Patent. It
5 includes an indented U-shaped notch centrally located along a top surface of the
6 blade.

7 **D'646 Patent**



SafeX B101



20 125. SafeX's Auto-Retractable Pen Cutter (T101), 3-Position Manual Pen
21 Cutter (T102), Auto-Retractable Mini Cutter (T103), Auto-Retractable Box Cutter
22 (T127), and Manual Box Cutter (T128) each utilize and are sold with a blade that
23 is identical to or is a colorable imitation of the Slice Cutting Blade (10404) blade
24 of the D'646 Patent.

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1 126. An ordinary observer or purchaser would find the overall design of
2 the D’297 Patent and the SafeX Blade (B101) blade substantially similar and
3 mistakenly purchase the SafeX Blade (B101).

4 127. SafeX has known of the existence of the D’646 Patent since Slice’s
5 counsel notified SafeX that it was infringing the D’646 Patent by letter, dated
6 August 3, 2021. SafeX’s counsel responded on August 6, 2021.

7 128. Upon information and belief, SafeX has and continues to infringe the
8 D’646 Patent willfully by making, using, importing into the United States, offering
9 for sale, and selling its Blade (B101) and products that utilize and are sold with the
10 Blade (B101), including SafeX’s Auto-Retractable Pen Cutter (T101), 3-Position
11 Manual Pen Cutter (T102), Auto-Retractable Mini Cutter (T103), Auto-Retractable
12 Box Cutter (T127), and Manual Box Cutter (T128).

13 **i. Slice Blade 10584 United States Design Patent No. D779,297**

14 129. On February 21, 2017, the USPTO issued U.S. Design Patent No.
15 D779,297 (the “D’297 Patent”), entitled “Blade.” Exhibit 13 is a true and correct
16 copy of the D’297 Patent.

17 130. Slice is the owner of all right, title, and interest in and to the D’297
18 Patent.

19 131. The D’297 Patent has not expired and is in full force and effect.

20 132. The ornamental features of the Slice Craft Blade (10518) are protected
21 by the D’297 patent.

22 133. As shown below, the SafeX Blade (B107) includes key ornamental
23 features of and is substantially similar to the design claimed in the D’297 Patent. It
24 has the same rounded blade tip and trapezoidal body with a blade at approximately
25 the same angles as the D’297 Patent.
26
27
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D'297 Patent

SafeX B107



FIG. 1

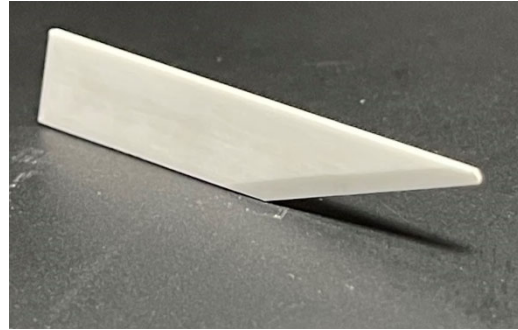


FIG. 2



134. An ordinary observer or purchaser would find the overall design of the D'297 Patent and the SafeX Blade (B107) blade substantially similar and mistakenly purchase the SafeX Blade (B107).

135. SafeX has known of the existence of the D '297 Patent since Slice's counsel notified SafeX that it was infringing the D'297 Patent by letter, dated August 3, 2021. SafeX's counsel responded on August 6, 2021.

136. Upon information and belief, SafeX has and continues to infringe the D'646 Patent willfully by making, using, importing into the United States, offering for sale, and selling its Cutting Blade (B107) and products that utilize and are sold with the Blade (B107), including SafeX's Precision Craft Knife (T107) and Precision Knife (T108).

j. Slice 0200 Trade Dress – SafeX T116

137. Starting on July 1, 2009, Slice began selling throughout the United States its Safety Cutter (0200).

1 138. The Slice Safety Cutter (0200) is one of Slice’s first and most
2 successful products.

3 139. On January 11, 2005, the USPTO granted USD500,657 (the “D’657
4 Patent”) entitled “CD Opener and Single Sheet Paper Cutter” for the ornamentation
5 and product configuration of the 0200 Safety Cutter. The patent expired after a full
6 term on January 11, 2019.

7 140. On July 25, 2017, the USPTO granted a trade dress registration for the
8 product configuration of the Slice Cutter on the Supplemental Register (U.S. Reg.
9 No. 5,252,631).

10 141. The mark consists of a three-dimensional configuration of a safety
11 cutter blade holder which has one long flat side along the bottom of the holder and
12 rounded back and top which converges down to the bottom so that the front end of
13 the holder is shorter than the back end. A circular hole appears in the top rear of
14 the holder.

15 142. The Slice Safety Cutter Trade Dress (0200) is a trade dress (the “0200
16 Trade Dress”) comprising a product configuration that signifies and symbolizes
17 Slice as the source of the product to consumers in the United States.

18 143. The 0200 Trade Dress has acquired secondary meaning due to
19 numerous factors.

20 144. The 0200 Trade Dress has been used in the United States since July 1,
21 2009 by Slice in connection with the sale of hand-held ceramic cutting devices.

22 145. To date, Slice has sold over 3 million units of the Slice Safety Cutter
23 (0200) and generated over \$8 million in sales.

24 146. The Slice Safety Cutter (0200) is sold in clear packaging, so the
25 product configuration is readily visible and identifiable to consumers.

26 147. Currently, on Amazon there are over 9,000 reviews for this product
27 that collectively net an average rating of 4.6/5 stars.

1 148. Slice has spent considerable resources on advertising the shape of the
2 product as signifying Slice. In detail, over \$6000 has been expended promoting
3 the source-identifying nature of the 0200 Safety Cutter Trade Dress.

4 149. The product configuration of the Slice Safety Cutter (0200) is not
5 dictated by functional considerations or utilitarian advantages. The design is not
6 essential to holding or using a cutter.

7 150. Furthermore, the product configuration is not dictated by cost. It does
8 not lower the cost of producing a “mouse-shaped” cutter, especially when the
9 functionality is limited to a bottom end and much of the product configuration is
10 rather hollow. Rather, adding extra space to a cutter can increase the cost of
11 production. Furthermore, the shape does not lower the cost of shipping and there
12 are an infinite number of ways to shape a hand cutting tool (as evidenced by the
13 many hand cutting tools offered by Slice).

14 151. The 0200 Trade Dress does not deprive any competitors of any non-
15 reputational competitive advantages.

16 152. Based on Slice’s extensive sales, market position, and use and
17 promotion of the 0200 Trade Dress in the United States, the product configuration
18 has garnered much recognition among the consuming public as an indicator of
19 source for Slice’s Safety Cutter (0200).

20 153. As a result of its widespread, continuous, and exclusive use of the
21 0200 Trade Dress to identify Slice as the source provider, Plaintiff owns valid and
22 subsisting rights to the 0200 Trade Dress.

23 154. The 0200 Trade Dress is distinctive and recognizable to both the
24 consumers and participants in Slice’s trade and industry.

25 155. As a result of Slice’s expenditures and efforts, the 0200 Trade Dress
26 has come to signify the high quality of the hand-held cutting tools and has acquired
27 incalculable distinction, reputation, and goodwill belonging exclusively to Slice.
28

1 156. Based on the many similarities between the Slice products and SafeX
2 products, Slice is informed and believes and alleges thereon that SafeX designed
3 its Micro-Ceramic Box Cutter (T116) in the virtually identical product
4 configuration of Slice’s 0200 Trade Dress so as to make the products appear to be
5 Slice products.

6 157. A sample of the 0200 Trade Dress and SafeX Micro-Ceramic Box
7 Cutter (T116) are presented below.

8
9 **Slice 0200 Trade Dress**

**SafeX Micro-Ceramic Box Cutter
(T116)**



17
18 158. Without Plaintiff’s authorization, and upon information and belief,
19 beginning after Plaintiff acquired protectable exclusive rights in its 0200 Safety
20 Cutter Trade Dress, Defendant adopted and began using a substantially similar
21 trade dress as the 0200 Trade Dress to sell hand-held cutting devices in U.S.
22 commerce.

23 159. In particular, SafeX’s T116 product configuration is confusingly
24 similar to the 0200 Safety Cutter Trade Dress, namely one long flat side along the
25 bottom of the holder and a rounded back and top which converges down to the
26 bottom so that the front end of the holder is shorter than the back end, and a
27 circular hole on the top rear end of the holder.

1 160. Upon information and belief, Defendant has been engaged in the
2 manufacture, distribution, promotion, offering for sale, and sale of its hand-held
3 cutting products using the 0200 Trade Dress throughout the United States.

4 Attached hereto as Exhibit 14 is a true and correct copy of SafeX’s T116 product
5 being offered for sale using the 0200 Trade Dress.

6 161. Upon information and belief, the hand-held cutting product Defendant
7 has manufactured, distributed, provided, marketed, advertised, promoted, offered
8 for sale, and sold under the 0200 Trade Dress are confusingly similar to those of
9 Slice’s trade dress.

10 162. Further, the trade channels employed by Slice and SafeX overlap. In
11 particular, both sell their products through Amazon.com.

12 163. Defendant’s infringing acts as alleged herein have caused and are
13 likely to cause confusion, mistake, and deception among the relevant consuming
14 public as to the source or origin of Defendant’s hand-held cutting products and are
15 likely to deceive the relevant consuming public into believing, mistakenly, that
16 Defendant’s hand-held cutting products originate from, are associated or affiliated
17 with, or otherwise authorized by Plaintiff.

18 164. Upon information and belief, Defendant’s acts are willful with the
19 deliberate intent to trade on the goodwill of Plaintiff’s 0200 Trade Dress, cause
20 confusion and deception in the marketplace, and divert potential sales of Plaintiff’s
21 hand-held cutting products to the Defendant.

22 **k. Slice 1051 Pen Cutter Trade Dress**

23 165. Starting on January 4, 2013, Slice began selling in the United States
24 its Pen Cutters (10512 for auto-retract and 10513 for the manual version).

25 166. The Pen Cutters (10512 and 10513) have a trade dress (the “1051
26 Trade Dress”) comprising of a product configuration that signifies and symbolizes
27 Slice as the source of the product to consumers in the United States.

1 167. The 1051 Trade Dress has acquired secondary meaning due to
2 numerous factors.

3 168. The 1051 Trade Dress has been used in the United States since
4 January 4, 2013, by Slice in connection with the sale of hand-held ceramic cutting
5 devices.

6 169. To date, Slice has sold over 1 million units of the Slice Pen Cutters
7 (10512 and 10513) and generated over \$7 million in sales.

8 170. The 1051 Trade Dress consists of the following elements, among
9 others: a generally tubular, elongated body with a flat circular base with an
10 inclined profile on the front end and a rounded base on the rear end. The tubular
11 body widens gradually from the front towards the rear end. At the front end, the
12 tubular elongated body is projected forward at a top relative to the bottom end such
13 that the flat circular base forms an inclined side profile. The flat circular base is
14 comprised of a slit through which a blade extends. The top surface of the tubular
15 elongated body is configured with an elongated slot that extends from a generally
16 central location on the tubular body towards the front end and terminating before
17 the beginning of a front cap. An elongated switch is disposed in the slot, in a
18 generally central position when the blade is in a retracted position.

19 171. The Slice Pen Cutters (10512 and 10513) are sold in clear packaging
20 so the product configuration is readily visible and identifiable to consumers.

21 172. Currently, on Amazon there are over 2,500 reviews for these products
22 that collectively net an average rating of 4.3/5 and 4.4/5 stars respectively.

23 173. Slice has spent considerable resources on advertising the shape of the
24 product as signifying Slice as the source of such products. In detail, over \$70,000
25 has been expended promoting the source-identifying nature of the 1051 Trade
26 Dress.

1 174. The product configuration of the Slice Pen Cutters (10512 and 10513)
2 is not dictated by functional considerations or utilitarian advantages. The design is
3 not essential to holding or using a cutter.

4 175. The product configuration is not dictated by cost. It does not lower
5 the cost of producing a “pen-shaped” cutter. Furthermore, the shape does not
6 lower the cost of shipping and there are infinite number of ways to shape a hand
7 cutting tool (as evidenced by the many hand cutting tools offered by Slice).

8 176. The 1051 Trade Dress does not deprive any competitors of any non-
9 reputational competitive advantages.

10 177. Based on Slice’s extensive sales, market position, and use and
11 promotion of the 1051 Trade Dress in the United States, the product configuration
12 has garnered much recognition among the consuming public as an indicator of
13 source for Slice’s Slice Pen Cutters (10512 and 10513).

14 178. Based on the many similarities between the Slice products and SafeX
15 products, Slice is informed and believes and alleges thereon that SafeX designed
16 its Pen Cutters (T101 and T102) in the product configuration of Slice Pen Cutters
17 (10512 and 10513) so as to make the products appear to be Slice products.

18 179. On or about June 28, 2021, Slice discovered that SafeX was trading
19 on the goodwill of the 1051 Trade Dress.

20 180. A sample of the Slice Pen Cutter (10513) and SafeX Auto-Retractable
21 Pen Cutter (T101) are presented below.

1051 Trade Dress

**SafeX Auto-Retractable Pen Cutter
(T101)**



181. Without Plaintiff’s authorization, and upon information and belief, beginning after Plaintiff acquired protectable exclusive rights in its 1051 Trade Dress, Defendant adopted and began using a substantially similar trade dress as the 1051 Trade Dress to sell hand-held cutting devices in US commerce.

182. In particular, SafeX’s T101 product configuration has the same configuration of the 1051 Trade Dress, including a gradually widening tubular body with a flat circular base through which a slit extends.

183. Upon information and belief, Defendant has been engaged in the manufacture, distribution, promotion, offering for sale, and sale of its hand-held cutting projects using the 1051 Trade Dress throughout the United States. Attached hereto as Exhibit 15 is a true and correct copy of a photograph of SafeX’s T101 product being offered for sale using the 1051 Trade Dress.

184. Upon information and belief, the hand-held cutting product Defendant has manufactured, distributed, provided, marketed, advertised, promoted, offered for sale, and sold under the 1051 Trade Dress is confusingly similar to those of Slice’s trade dress.

185. Further, the trade channels employed by Slice and SafeX overlap. In particular, both sell their products through Amazon.

1 186. Defendant’s infringing acts as alleged herein have caused and are
2 likely to cause confusion, mistake, and deception among the relevant consuming
3 public as to the source or origin of Defendant’s hand-held cutting products and are
4 likely to deceive the relevant consuming public into believing, mistakenly, that
5 Defendant’s hand-held cutting products originate from, are associated or affiliated
6 with, or otherwise authorized by Plaintiff.

7 187. Upon information and belief, Defendant’s acts are willful with the
8 deliberate intent to trade on the goodwill of Plaintiff’s 1051 Trade Dress, cause
9 confusion and deception in the marketplace, and divert potential sales of Plaintiff’s
10 hand-held cutting products to the Defendant.

11 **I. Slice Carton Cutter (10585) Trade Dress**

12 188. Starting on February 13, 2018, Slice began selling in the United States
13 the Slice Carton Cutter (10585).

14 189. The Slice Carton Cutter (10585) is a trade dress (the “10585 Trade
15 Dress”) comprising of a product configuration that signifies and symbolizes Slice
16 as the source of the product to consumers in the United States.

17 190. The 10585 Trade Dress has acquired secondary meaning due to
18 numerous factors.

19 191. The 10585 Trade Dress consists of the following elements, among
20 others: an elongated rectangular body configured with a head piece, wherein the
21 head piece comprises of an opening for a blade. The elongated rectangular body is
22 rounded along the top and bottom side and terminates with a flat, rear end. The
23 head piece comprises of (i) an inner member that extends from the elongated
24 rectangular body and is generally trapezoidal with two 90 – degree angles along
25 the top corners, whereas the bottom right corner is rounded and extends diagonally
26 upwards towards the front-most side and (ii) and border piece comprising of a top
27
28

1 piece that is an elongated rectangular element with a rounded top surface and a
2 side face that is serrated.

3 192. The 10585 Trade Dress has been used in the United States since
4 February 13, 2018 by Slice in connection with the sale of hand-held ceramic
5 cutting devices.

6 193. To date, Slice has sold over 46,000 units of the Slice Carton Cutter
7 (10585) and generated over \$200,000 in sales.

8 194. The 10585 Trade Dress is sold in clear packaging so the product
9 configuration is readily visible and identifiable to consumers.

10 195. Currently, on Amazon there are over 400 reviews for this product that
11 collectively net an average rating of 4.6/5 stars.

12 196. Slice has spent considerable resources on advertising the shape of the
13 product as signifying Slice. In detail, over \$3000 have been expended promoting
14 the source-identifying nature of the Slice 10585 Trade Dress.

15 197. The product configuration of the 10585 Trade Dress is not dictated by
16 functional considerations or utilitarian advantages. The design is not essential to
17 holding or using a cutter.

18 198. Furthermore, the product configuration is not dictated by cost. It does
19 not lower the cost of producing a cutter, especially when the functionality is
20 limited to a bottom end and much of the product configuration is rather hollow.
21 Rather, adding extra space to a cutter can increase the cost of production.
22 Furthermore, the shape does not lower the cost of shipping and there are infinite
23 number of ways to shape a hand cutting tool (as evidenced by the many hand
24 cutting tools offered by Slice).

25 199. The Slice 10585 Trade Dress does not deprive any competitors of any
26 non-reputational competitive advantages.

1 200. Based on Slice’s extensive sales, market position, and use and
2 promotion of the 10585 Trade Dress in the United States, the product configuration
3 has garnered much recognition among the consuming public as an indicator of
4 source for Slice’s Carton Cutter (10585).

5 201. A sample of the Slice Carton Cutter (10585) bearing the 10585 Carton
6 Cutter Trade Dress and SafeX Manual Box Cutter (T128) are presented below.

7 **10585 Trade Dress**

7 **SafeX Manual Box Cutter (T128)**



16 202. Without Plaintiff’s authorization, and upon information and belief,
17 beginning after Plaintiff acquired protectable exclusive rights in its 10585 Trade
18 Dress, Defendant adopted and began using a substantially similar trade dress as the
19 10585 Trade Dress to sell hand-held cutting devices in U.S. commerce.

20 203. In particular, SafeX’s Manual Box Cutter (T128) product
21 configuration has the same configuration of the 10585 Trade Dress, including a
22 generally rectangular body with a generally trapezoidal head through which a slit
23 extends.

24 204. Upon information and belief, Defendant has been engaged in the
25 manufacture, distribution, promotion, offering for sale, and sale of its hand-held
26 cutting projects using the 10585 Trade Dress throughout the United States.
27
28

1 Attached hereto as Exhibit 16 is a true and correct copy of a photograph SafeX’s
2 Manual Box Cutter (T128) product being offered for sale using the 10585 Trade
3 Dress.

4 205. Upon information and belief, the hand-held cutting product Defendant
5 has manufactured, distributed, provided, marketed, advertised, promoted, offered
6 for sale, and sold under the 10585 Trade Dress is confusingly to those of Slice’s
7 trade dress.

8 206. Further, the trade channels employed by Slice and SafeX overlap. In
9 particular, both parties sell their products through Amazon.

10 207. Defendant’s infringing acts as alleged herein have caused and are
11 likely to cause confusion, mistake, and deception among the relevant consuming
12 public as to the source or origin of Defendant’s hand-held cutting products and are
13 likely to deceive the relevant consuming public into believing, mistakenly, that
14 Defendant’s hand-held cutting products originate from, are associated or affiliated
15 with, or otherwise authorized by Plaintiff.

16 208. Upon information and belief, Defendant’s acts are willful with the
17 deliberate intent to trade on the goodwill of Slice’s 10585 Trade Dress, cause
18 confusion and deception in the marketplace, and divert potential sales of Slice’s
19 hand-held cutting products to the Defendant.

20 **m. Slice Precision Cutter (10416) Trade Dress**

21 209. Starting on June 1, 2019, Slice began selling in the United States a
22 Precision Cutter (10416). The product configuration of Slice 10416 is a trade dress
23 that identifies Slice as the source originator (the “10416 Trade Dress”).

24 210. The 10416 Trade Dress consists of the following elements, among
25 others: a long generally cylindrical body whereas the top surface of the body
26 comprises of a narrow strip of flat surface. The front end of the cylindrical body
27 comprises of serrations. At the front end of the cylindrical body, a second, small
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1 cylindrical extends with small circumference. At the rear end, the cylindrical body
2 is capped with a spherical ball.

3 211. The 10416 Trade Dress has been used in the United States since June
4 1, 2019 by Slice in connection with the sale of hand-held ceramic cutting devices.

5 212. To date, Slice has sold over 75,000 units of the Slice Precision Cutter
6 (10416) and generated over \$375,000 in sales.

7 213. The 10416 Trade Dress is sold in packaging where the product
8 configuration is readily visible and identifiable to consumers.

9 214. Currently, on Amazon there are over 2000 reviews for this product
10 that collectively net an average rating of 4.5/5 stars.

11 215. Slice has spent considerable resources on advertising the shape of the
12 product as signifying Slice. In detail, over \$7000 have been expended promoting
13 the source-identifying nature of the 10416 Trade Dress.

14 216. The product configuration of the 10416 Trade Dress is not dictated by
15 functional considerations or utilitarian advantages. The design is not essential to
16 holding or using a cutter.

17 217. Furthermore, the product configuration is not dictated by cost.
18 Furthermore, the shape does not lower the cost of shipping and there are infinite
19 number of ways to shape a hand cutting tool (as evidenced by the many hand
20 cutting tools offered by Slice).

21 218. The 10416 Trade Dress does not deprive any competitors of any non-
22 reputational competitive advantages.

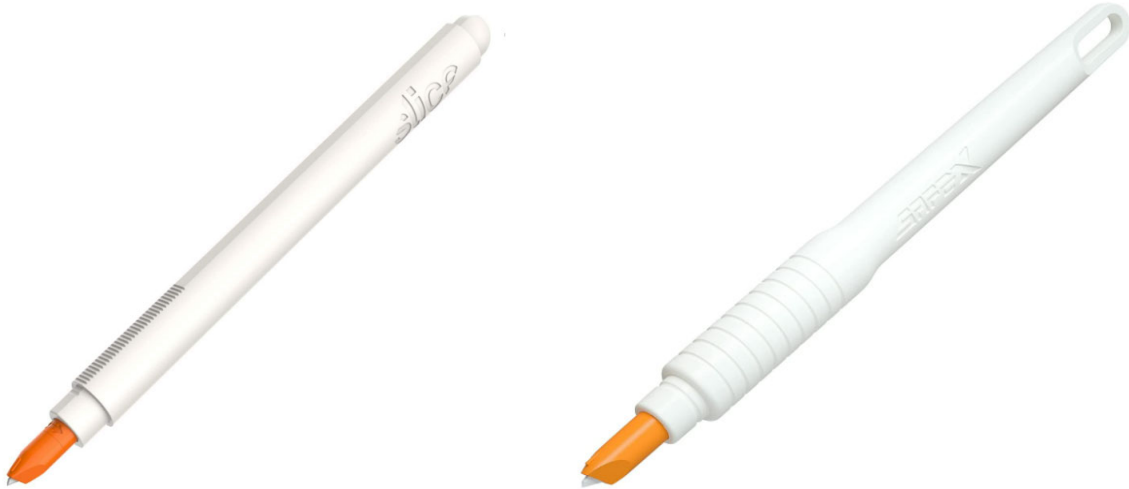
23 219. Based on Slice's extensive sales, market position, and use and
24 promotion of the 10416 Trade Dress in the United States, the product configuration
25 has garnered much recognition among the consuming public as an indicator of
26 source for the 10416 Precision Cutter.

1 220. On or about June 28, 2021, Slice discovered that SafeX was trading
2 on the goodwill of the 10416 Trade Dress through the sale of its Precision Pen
3 Cutter (T105).

4 221. A sample of the Slice Precision Cutter (10416) bearing the 10416
5 Trade Dress and SafeX Pen Precision Cutter (T105) are presented below:

6 **10416 Trade Dress**

SafeX Precision Pen Cutter (T105)



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15 222. Without Plaintiff’s authorization, and upon information and belief,
16 beginning after Plaintiff acquired protectable exclusive rights in its 10416 Trade
17 Dress, Defendant adopted and began using a substantially similar trade dress as the
18 10416 Trade Dress to sell hand-held cutting devices in U.S. commerce.

19 223. In particular, SafeX’s Precision Pen Cutter (T105) product
20 configuration has the same configuration of the 10416 Trade Dress, including a
21 generally cylindrical body with a “neck” protrusion through which a blade
22 cartridge is extended.

23 224. Upon information and belief, Defendant has been engaged in the
24 manufacture, distribution, promotion, offering for sale, and sale of its hand-held
25 cutting projects using the 10416 Trade Dress throughout the United States.
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1 Attached hereto as Exhibit 17 is a true and correct copy of SafeX’s Precision Pen
2 Cutter (T105) product being offered for sale using the 10416 Trade Dress.

3 225. Upon information and belief, the hand-held cutting product Defendant
4 has manufactured, distributed, provided, marketed, advertised, promoted, offered
5 for sale, and sold under the 10416 Trade Dress are identical to those of Slice’s
6 trade dress.

7 226. Furthermore, the trade channels employed by Slice and SafeX
8 overlap. In particular, both sell their products through Amazon.

9 227. Defendant’s infringing acts as alleged herein have caused and are
10 likely to cause confusion, mistake, and deception among the relevant consuming
11 public as to the source or origin of Defendant’s hand-held cutting products and are
12 likely to deceive the relevant consuming public into believing, mistakenly, that
13 Defendant’s hand-held cutting products originate from, are associated or affiliated
14 with, or otherwise authorized by Plaintiff.

15 228. Upon information and belief, Defendant’s acts are willful with the
16 deliberate intent to trade on the goodwill of Plaintiff’s 10416 Trade Dress, cause
17 confusion and deception in the marketplace, and divert potential sales of Plaintiff’s
18 hand-held cutting products to the Defendant.

19 **n. Craft Knife Trade Dress (10548)**

20 229. Starting on June 29, 2016, Slice began selling in the United States its
21 Craft Knife (10548). The product configuration of Slice Craft Knife (10548) is a
22 trade dress that identifies Slice as the source originator (“the 10548 Trade Dress”).

23 230. The 10548 Trade Dress is a trade dress comprising of a product
24 configuration that signifies and symbolizes Slice as the source of the product to
25 consumers in the United States.

26 231. The 10548 Trade Dress has been used in the United States since June
27 29, 2016 by Slice in connection with the sale of hand-held ceramic cutting devices.

1 232. The 10548 Trade Dress has acquired secondary meaning due to
2 numerous factors.

3 233. The 10548 Trade Dress consists of the following elements, among
4 others: A long slim body comprising of two body members. The first body
5 member at the rear end of the utility knife is generally cylindrical; however, the top
6 surface of the cylindrical body is raised so there are two defined edges that extend
7 generally along the top surface. The rear end of the first body member is flat
8 whereas at the front end, the raised surface gently slopes into the cylindrical body.
9 The first body member is connected to the second body member. The second body
10 member comprises of a cylindrical formation and is configured with etching. The
11 front end of the second body member tapers to form a flat circular face through
12 which a blade extends.

13 234. The 10548 Trade Dress has been used in the United States since June
14 29, 2016 by Slice in connection with the sale of hand-held ceramic cutting devices.

15 235. To date, Slice has sold approximately 90,000 units of the Slice Craft
16 Knife (10548) and generated over \$700,000 in sales.

17 236. The Slice Craft Knife (10548) is sold in clear packaging so the
18 product configuration is readily visible and identifiable to consumers.

19 237. Currently, on Amazon there are over 700 reviews for this product that
20 collectively net an average rating of 4.4/5 stars.

21 238. Slice has spent considerable resources on advertising the shape of the
22 product as signifying Slice. In detail, over \$6000 have been expended promoting
23 the source-identifying nature of the 10548 Trade Dress.

24 239. The product configuration of the 10548 Trade Dress is not dictated by
25 functional considerations or utilitarian advantages. The design is not essential to
26 holding or using a cutter.

27 240. Furthermore, the product configuration is not dictated by cost.
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1 241. The 10548 Trade Dress does not deprive any competitors of any non-
2 reputational competitive advantages.

3 242. Based on Slice’s extensive sales, market position, and use and
4 promotion of the 10548 Trade Dress in the United States, the product configuration
5 has garnered much recognition among the consuming public as an indicator of
6 source for 10548 Trade Dress.

7 243. On or about June 28, 2021, Slice discovered that SafeX was trading
8 on the goodwill of the 10548 Trade Dress.

9 244. A sample of the Slice Craft Knife bearing the 10548 Trade Dress and
10 SafeX Precision Craft Knife (T107) are presented below.

11 **10548 Trade Dress**

SafeX Precision Craft Knife (T107)



20 245. Without Plaintiff’s authorization, and upon information and belief,
21 beginning after Plaintiff acquired protectable exclusive rights in its 10548 Trade
22 Dress, Defendant adopted and began using a substantially similar trade dress as the
23 10548 Trade Dress to sell hand-held cutting devices in U.S. commerce.

24 246. In particular, SafeX’s Precision Craft Knife (T107) product
25 configuration has the same configuration of the 10548 Trade Dress, including a
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1 narrow tubular body with a rear component that is generally raised and a front
2 component that includes an etching surface.

3 247. Upon information and belief, Defendant has been engaged in the
4 manufacture, distribution, promotion, offering for sale, and sale of its hand-held
5 cutting projects using the 10548 Trade Dress throughout the United States.

6 Attached hereto as Exhibit 18 is a true and correct copy of a photograph of SafeX's
7 Precision Craft Knife (T107) product being offered for sale using the 10548 Trade
8 Dress.

9 248. Upon information and belief, the hand-held cutting product Defendant
10 has manufactured, distributed, provided, marketed, advertised, promoted, offered
11 for sale, and sold under the 10548 Trade Dress are identical to those of Slice's
12 trade dress.

13 249. Further, the trade channels employed by Slice and SafeX overlap. In
14 particular, both sell their products through Amazon.com

15 250. Defendant's infringing acts as alleged herein have caused and are
16 likely to cause confusion, mistake, and deception among the relevant consuming
17 public as to the source or origin of Defendant's hand-held cutting products and are
18 likely to deceive the relevant consuming public into believing, mistakenly, that
19 Defendant's hand-held cutting products originate from, are associated or affiliated
20 with, or otherwise authorized by Plaintiff.

21 251. Upon information and belief, Defendant's acts are willful with the
22 deliberate intent to trade on the goodwill of Plaintiff's 10548 Trade Dress, cause
23 confusion and deception in the marketplace, and divert potential sales of Plaintiff's
24 hand-held cutting products to the Defendant.

25 **o.. Slice Orange Trade Dress.**

26 252. Since the inception of Slice's business in 2008, Slice distinguished its
27 hand-held cutting products from competitors by employing the color orange
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1 (“Orange Trade Dress”) as the dominant color on its products, packaging, and
2 promotions.

3 253. The Slice logo employs the orange color and has been in use since at
4 least as early as 2008.

5 254. Typically, the color orange is presented with other neutral colors such
6 as gray, black, and white to serve as the Slice palette.

7 255. Slice employs the orange color on its product packaging. Generally,
8 the orange color is used as a font color for the product name. The orange color is
9 also used in circles to highlight certain features of Slice’s products. Orange is also
10 used as the sole color of any drawings appearing on certain product packaging.

11 Some examples are presented below:

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256. The orange color is also utilized as an accent feature of many of Slice’s products to designate Slice as the source identifier. **Some** examples of

1 Slice's use of the dominant orange color as a source identifier are presented
2 throughout these pleadings and additional examples are presented below.

3 **Slice Manual Box Cutter (10400)**

Folding Utility Knife (10562)



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12 **Manual Mini Cutter (10515)**

Super-Safe Carton Opener (10477)



1 **Safety Cutter Ring (10583)**



Ceramic Scissors (10544)



10 **Rotary Scissors (10598)**



Manual Metal-Handle Utility Knife(10490)



20 257. Slice has spent substantial time, effort, and money promoting its
21 products sold under the Orange Trade Dress. As examples, Slice has:

22 258. Promoted its hand-held cutting devices in print advertising, over the
23 Internet, and at trade shows across the United States with the prominent color
24 orange displayed. Exhibit 19 is a true and correct copy of a photograph of a
25 marketing use of the Orange Trade Dress.

1 259. Displayed its hand-held cutting devices bearing the Orange Trade
2 Dress in retail stores such as, but not limited to, Grainger. Exhibit 20 is a true and
3 correct copy of a photograph of hand-held cutting devices bearing the Orange
4 Trade Dress in the Grainger retail store.

5 260. Slice has sold over millions of dollars in hand-held cutting tools
6 displaying its orange Trade Dress as the source identifier.

7 261. Among the packages that utilize the Orange Trade Dress, Slice has
8 made over \$47 Million dollars in sales.

9 262. Among the products that utilize the Orange Trade Dress, Slice has
10 made over \$14 Million dollars in sales.

11 263. The Orange Trade Dress is not dictated by functional considerations.
12 The color orange is not essential to hand-held objects or to communicate a
13 message.

14 264. The Orange Trade Dress does not deprive any competitors of any non-
15 reputational competitive advantages.

16 265. Upon information and belief, none of Slice's competitors (other than
17 SafeX) has used the Orange Trade Dress and/or the combination of the Orange
18 Trade Dress in connection with the promotion or sale of their hand-held cutting
19 devices. Instead, Slice's primary competitors use different dominant colors (if
20 any), that distinguish their products and/or product packaging.

21 266. Based on Slice's extensive sales, market position, and use and
22 promotion of the Orange Trade Dress in the United States, the color orange has
23 garnered much recognition among the consuming public as an indicator of source
24 for Slice.

25 267. On or about June 28, 2021, Slice discovered that SafeX was trading
26 on the goodwill of the Orange Trade Dress through the sale of its hand-held
27 products and using the same color for promotion.

1 268. As examples, much, of SafeX's products and packaging employ the
2 same, or nearly identical, shade of orange. The SafeX products employ the orange
3 color/Orange Trade Dress as illustrated throughout this complaint and as further
4 presented in some examples below.

5 **Auto-Retractable Mini Cutter (T103)**

T103 Packaging



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16 **Precision Craft Knife (T108)**

T108 Product Packaging



Kid-Friendly Metal Cutter (T110)

Ceramic Scissors (10544)



269. SafeX also uses its Orange Trade Dress on its website and in promoting its products. Exhibit 21 shows Defendant’s use of the Orange Trade Dress in promoting its products on its website, www.safexcut.com.

270. Upon information and belief, SafeX employs the color orange with its hand-held products to trade upon the goodwill of Slice and confuse and mislead potential consumers.

271. Upon information and belief, Defendant has manufactured, distributed, provided, marketed, advertised, promoted, offered for sale, and sold hand-held cutting devices using the same orange color identical to that of Slice’s Orange Trade Dress.

272. Defendant’s infringing acts as alleged herein have caused and are likely to cause confusion, mistake, and deception among the relevant consuming public as to the source or origin of Defendant’s hand-held cutting products and are likely to deceive the relevant consuming public into believing, mistakenly, that Defendant’s hand-held cutting products originate from, are associated or affiliated with, or otherwise authorized by Plaintiff.

1 273. Upon information and belief, Defendant’s acts are willful with the
2 deliberate intent to trade on the goodwill of Plaintiff’s Orange Trade Dress, cause
3 confusion and deception in the marketplace, and divert potential sales of Plaintiff’s
4 hand-held cutting products to the Defendant.

5 **COUNT I**

6 **DIRECT INFRINGEMENT OF U.S. PATENT NO. 9,364,958**

7 274. Plaintiff repeats and realleges the allegations of paragraphs 1 through
8 273 of this Complaint as if fully set forth herein.

9 275. SafeX, has been and is infringing upon at least one of the claims of
10 the ‘958 Patent by making, using, selling, offering for sale and/or importing the
11 SafeX Auto-Retractable Pen Cutter (T101), including in this judicial district, in
12 violation of 35 U.S.C. § 271(a).

13 276. Defendant’s infringement of the ‘958 Patent has been and continues to
14 be knowing, intentional, and willful.

15 277. This case is exceptional, and therefore Slice is entitled to an award of
16 attorneys’ fees pursuant to 35 U.S.C. § 285.

17 278. Slice has suffered, and is continuing to suffer, damages as a direct and
18 proximate result of Defendant’s infringement of the ‘958 Patent. Slice is therefore
19 entitled to compensation and other monetary relief to the fullest extent allowed by
20 law, pursuant to 35 U.S.C. § 284.

21 279. Defendant’s acts of infringement of the ‘958 patent have caused and
22 will continue to cause Slice immediate and irreparable harm unless such infringing
23 activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no
24 adequate remedy at law.

25 280. On information and belief, unless restrained and enjoined by this
26 Court, SafeX will continue its acts of infringement and the resulting damage to
27 Slice will be substantial, continuing, and irreparable.

COUNT II

DIRECT INFRINGEMENT OF U.S. PATENT NO. 9,662,796

281. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 280 of this Complaint.

282. SafeX, has been and is infringing the ‘796 Patent by making, using, selling, offering for sale in the United States and/or importing into the United States, including within this judicial district, the SafeX Blade (B107) and products that utilize and are sold with the SafeX Blade (B107), including the SafeX Precision Craft Knife (T107) and SafeX Precision Craft Knife (T108), in violation of 35 U.S.C. § 271(a).

283. Slice is informed and believes, and on that basis alleges, that Defendant’s infringement of the ‘796 Patent has been and continues to be intentional, willful, and without regard to Slice’s rights.

284. This case is exceptional, and therefore Slice is entitled to an award of attorneys’ fees pursuant to 35 U.S.C. § 285.

285. Slice has suffered, and is continuing to suffer, damages as a direct and proximate result of Defendant’s infringement of the ‘796 Patent. Slice is therefore entitled to compensation and other monetary relief to the fullest extent allowed by law, pursuant to 35 U.S.C. § 284.

286. Defendant's acts of infringement of the ‘796 patent have caused and will continue to cause Slice immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no adequate remedy at law.

287. Defendant's acts of infringement of the ‘796 patent have caused and will continue to cause Slice immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no adequate remedy at law.

1 **COUNT III**

2 **DIRECT INFRINGEMENT OF D913,072**

3 288. Plaintiff realleges and incorporates by reference the allegations of
4 paragraphs 1 through 287 of this Complaint.

5 289. SafeX, is infringing upon the claims of the D’072 Patent by making,
6 using, selling, offering for sale in the United States and/or importing into the
7 United States, including within this judicial district, SafeX’s Manual Box Cutter
8 (T128) in violation of 35 U.S.C. § 271(a).

9 290. Slice is informed and believes, and on that basis alleges, that
10 Defendant’s infringement of the D’072 Patent has been and continues to be
11 intentional, willful, and without regard to Slice’s rights.

12 291. This case is exceptional, and therefore Slice is entitled to an award of
13 attorneys’ fees pursuant to 35 U.S.C. § 285.

14 292. Slice has suffered, and is continuing to suffer, damages as a direct and
15 proximate result of Defendant’s infringement of the D’072 Patent. Slice is
16 therefore entitled to compensation, pursuant to 35 U.S.C. §§ 284 or 289.

17 293. Defendant's acts of infringement of the D’072 Patent have caused and
18 will continue to cause Slice immediate and irreparable harm unless such infringing
19 activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no
20 adequate remedy at law.

21 294. By reason of the ongoing and continuous infringement by Defendant
22 of the D’072 Patent, Slice is entitled to the entry of permanent injunction,
23 enjoining Defendant from further infringement of Slice’s design patent rights,
24 pursuant to 35 U.S.C. § 283.

25 **COUNT IV**

26 **DIRECT INFRINGEMENT OF D779,297**

1 295. Slice re-alleges and incorporates by reference and every allegation of
2 the paragraph 1 through 294 of this Complaint as if fully set forth herein

3 296. SafeX is directly infringing the D'297 patent by making, using,
4 selling, or offering for sale in the United States, or importing into the United
5 States, including in this judicial district, the SafeX Blade (B107) and products that
6 utilize and are sold with the SafeX Blade (B107), including the SafeX Precision
7 Craft Knife (T107) and SafeX Precision Craft Knife (T108), in violation of 35
8 U.S.C. § 271(a).

9 297. Defendant's infringement of the D'297 Patent has been and continues
10 to be intentional, willful, and without regard to Slice's rights.

11 298. This case is exceptional, and, therefore Slice is entitled to an award of
12 attorneys' fees pursuant to 35 U.S.C. § 285.

13 299. Slice has suffered, and is continuing to suffer, damages as a direct and
14 proximate result of Defendant's infringement of the D'297 Patent. Slice is
15 therefore entitled to compensation, pursuant to 35 U.S.C. §§ 284 or 289.

16 300. Defendant's acts of infringement of the D'297 Patent have caused and
17 will continue to cause Slice immediate and irreparable harm unless such infringing
18 activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no
19 adequate remedy at law.

20 301. By reason of the ongoing and continuous infringement by Defendant
21 of the D'297 Patent, Slice is entitled to the entry of permanent injunction,
22 enjoining Defendant from further infringement of Slice's design patent rights,
23 pursuant to 35 U.S.C. § 283.

24 **COUNT V**

25 **DIRECT INFRINGEMENT OF D636,646**

26 302. Slice re-alleges and incorporates by reference and every allegation of
27 the paragraph 1 through 301 of this Complaint as if fully set forth herein
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1 303. SafeX is directly infringing the D'646 patent by making, using,
2 selling, or offering for sale in the United States, or importing into the United
3 States, including in this judicial district, SafeX's Blade (B101) and products that
4 utilize and are sold with the Blade (B101), including SafeX's Auto-Retractable Pen
5 Cutter (T101), 3-Position Manual Pen Cutter (T102), Auto-Retractable Mini Cutter
6 (T103), Auto-Retractable Box Cutter (T127), and Manual Box Cutter (T128), in
7 violation of violate 35 U.S.C. § 271(a).

8 304. Defendant's infringement of the D'646 Patent has been and continues
9 to be intentional, willful, and without regard to Slice's rights.

10 305. This case is exceptional, and, therefore Slice is entitled to an award of
11 attorneys' fees pursuant to 35 U.S.C. § 285.

12 306. Slice has suffered, and is continuing to suffer, damages as a direct and
13 proximate result of Defendant's infringement of the D'646 Patent. Slice is
14 therefore entitled to compensation and other monetary relief to the fullest extent
15 allowed by law, pursuant to 35 U.S.C. §§ 284 or 289.

16 307. Defendant's acts of infringement of the D'646 Patent have caused and
17 will continue to cause Slice immediate and irreparable harm unless such infringing
18 activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Slice has no
19 adequate remedy at law.

20 308. By reason of the ongoing and continuous infringement by Defendant
21 of the D'646 Patent, Slice is entitled to the entry of permanent injunction,
22 enjoining Defendant from further infringement of Slice's design patent rights,
23 pursuant to 35 U.S.C. § 283.

24 **COUNT VI**

25 **0200 Trade Dress Infringement**

26 309. Slice re-alleges and incorporates by reference and every allegation of
27 the paragraph 1 through 308 of this Complaint as if fully set forth herein.

1 310. Since well before the commencement of SafeX’s conduct and actions
2 alleged herein, Plaintiff has used the 0200 Trade Dress, U.S. Reg. No. 5,252,631 in
3 commerce in the United States. As such, the 0200 Trade Dress identifies Slice as
4 the source of handheld cutting tools and it is a validly registered mark with the
5 USPTO.

6 311. The 0200 Trade Dress is non-functional as the design of a cutting tool;
7 is not essential to the product’s purpose; and is not dictated by concerns for cost,
8 efficiency or utilitarian advantages.

9 312. SafeX has used in commerce the SafeX Micro-Ceramic Box Cutter
10 (T116), which has a virtually identical or substantially identical overall look and
11 appearance to the 0200 Safety Cutter Trade Dress. Therefore, the SafeX Micro-
12 Ceramic Box Cutter (T116) is confusingly similar to the 0200 Trade Dress.

13 313. SafeX’s unauthorized use in commerce of the 0200 Trade Dress as
14 alleged herein is likely to deceive consumers as to the origin, source, sponsorship,
15 or affiliation of SafeX’s hand-held cutting tools, and is likely to cause consumers
16 to believe, contract to the fact that Safe’s cutting tools are sold, authorized,
17 endorsed, or sponsored by Slice, or that SafeX is in some way affiliated with or
18 sponsored by Slice. SafeX’s conduct, therefore, constitutes trade dress
19 infringement in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114.

20 314. Slice is informed and believes and alleges thereon that SafeX’s
21 continued sales of the Micro-Ceramic Box Cutter (T116) is likely to cause
22 confusion or deception among consumers in that potential consumers are likely to
23 mistakenly believe that there is an affiliation, connection, or association between
24 Slice and SafeX, when there is not, or that Slice has manufactured, authorized,
25 sponsored, approved, or endorsed SafeX’s use of the SafeX Micro-Ceramic Box
26 Cutter (T116), when Slice has not.

1 315. SafeX’s actions constitute trade dress infringement and/or false
2 designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

3 316. SafeX’s conduct described herein has caused, and if not enjoined will
4 continue to cause, irreparable harm to Slice’s rights in the 0200 Safety Cutter
5 Trade Dress, and its business’s positive reputation, and the goodwill of Slice,
6 which cannot be adequately compensated solely by monetary damages. Slice,
7 therefore, has no adequate remedy at law and seeks preliminary and permanent
8 injunctive relief under 15 U.S.C. §1116.

9 317. Slice is informed and believes and alleges thereon that SafeX’s
10 infringing activities have been conducted willfully, with knowledge of Slice’s prior
11 rights in the 0200 Safety Cutter Trade Dress, and with the intent to cause confusion
12 among potential consumers. As such, in addition to injunctive relief, Slice is
13 entitled to an award of treble damages and attorneys’ fees in bringing and
14 maintaining this action under Section 35(b) of the federal Lanham Act, 15 U.S.C.
15 §1117(b).

16 318. Unless SafeX is restrained by this Court from continuing to infringe
17 the 0200 Safety Cutter Trade Dress, the consuming public will continue to be
18 harmed from the confusion being caused and likely to be caused by SafeX’s acts
19 and Slice’s injuries will, therefore, continue to accrue.

20 **COUNT VII**

21 **1051 Trade Dress Infringement and False Designation of Origin**

22 319. Slice re-alleges and incorporates by reference and every allegation of
23 the paragraph 1 through 318 of this Complaint as if fully set forth herein.

24 320. Since well before the commencement of SafeX’s conduct and actions
25 alleged herein, Plaintiff has used the 1051 Trade Dress in commerce in the United
26 States, which trade dress is protectable under Lanham Act Section 43(a), 15 U.S.C
27 §1125(a), as being either inherently distinctive or having acquired secondary
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1 meaning. As such, the 1051 Trade Dress identifies Slice as the source of handheld
2 cutting tools.

3 321. The 1051 Trade Dress is non-functional as the design of a cutting tool;
4 not essential to the product's purpose; and is not dictated by concerns for cost,
5 efficiency or utilitarian advantages.

6 322. SafeX has used in commerce the SafeX Auto-Retractable Pen Cutter
7 (T101), which has a virtually identical or substantially identical overall look and
8 appearance to the 1051 Trade Dress. Therefore, the SafeX Auto-Retractable Pen
9 Cutter (T101) is confusingly similar to the 1051 Trade Dress.

10 323. Slice is informed and believes and alleges thereon that SafeX's
11 continued sales of the SafeX Auto-Retractable Pen Cutter (T101) is likely to cause
12 confusion or deception among consumers in that potential consumers are likely to
13 mistakenly believe that there is an affiliation, connection, or association between
14 Slice and SafeX, when there is not, or that Slice has manufactured, authorized,
15 sponsored, approved, or endorsed SafeX's use of the 1051 Trade Dress, when Slice
16 has not.

17 324. SafeX's actions constitute trade dress infringement and/or false
18 designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

19 325. SafeX's conduct described herein has caused, and if not enjoined will
20 continue to cause, irreparable harm to Slice's rights in the 1051 Trade Dress, and
21 its business's positive reputation, and the goodwill of Slice, which cannot be
22 adequately compensated solely by monetary damages. Slice, therefore, has no
23 adequate remedy at law and seeks preliminary and permanent injunctive relief
24 under 15 U.S.C. §1116.

25 326. Slice is informed and believes and alleges thereon that SafeX's
26 infringing activities have been conducted willfully, with knowledge of Slice's prior
27 rights in the 1051 Trade Dress, and with the intent to cause confusion among
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1 potential consumers. As such, in addition to injunctive relief, Slice is entitled to an
2 award of treble damages and attorneys' fees in bringing and maintaining this action
3 under Section 35(b) of the federal Lanham Act, 15 U.S.C. §1117(b).

4 327. Unless SafeX is restrained by this Court from continuing to infringe
5 the 1051 Trade Dress, the consuming public will continue to be harmed from the
6 confusion being caused and likely to be caused by SafeX's acts and Slice's injuries
7 will, therefore, continue to accrue.

8 **COUNT VIII**

9 **10585 Trade Dress Infringement and False Designation of Origin**

10 328. Slice re-alleges and incorporates by reference and every allegation of
11 the paragraph 1 through 327 of this Complaint as if fully set forth herein.

12 329. Since well before the commencement of SafeX's conduct and actions
13 alleged herein, Plaintiff has used the 10585 Trade Dress in commerce in the United
14 States, which trade dress is protectable under Lanham Act Section 43(a), 15 U.S.C.
15 §1125(a), as being either inherently distinctive or having acquired secondary
16 meaning. As such, the 10585 Trade Dress identifies Slice as the source of
17 handheld cutting tools.

18 330. The 10585 Trade Dress is non-functional as the design of a cutting
19 tool; not essential to the product's purpose; and is not dictated by concerns for cost,
20 efficiency or utilitarian advantages.

21 331. SafeX has used in commerce the SafeX Manual Box Cutter (T128),
22 which has a virtually identical or substantially identical overall look and
23 appearance to the 10585 Trade Dress. Therefore, the SafeX Manual Box Cutter
24 (T128) is confusingly similar to the 10585 Trade Dress.

25 332. Slice is informed and believes and alleges thereon that SafeX's
26 continued sales of the SafeX Manual Box Cutter (T128) is likely to cause
27 confusion or deception among consumers in that potential consumers are likely to
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1 mistakenly believe that there is an affiliation, connection, or association between
2 Slice and SafeX, when there is not, or that Slice has manufactured, authorized,
3 sponsored, approved, or endorsed SafeX's use of the 10585 Trade Dress, when
4 Slice has not.

5 333. SafeX's actions constitute trade dress infringement and/or false
6 designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

7 334. SafeX's conduct described herein has caused, and if not enjoined will
8 continue to cause, irreparable harm to Slice's rights in the 10585 Trade Dress, and
9 its business's positive reputation, and the goodwill of Slice, which cannot be
10 adequately compensated solely by monetary damages. Slice, therefore, has no
11 adequate remedy at law and seeks preliminary and permanent injunctive relief
12 under 15 U.S.C. §1116.

13 335. Slice is informed and believes and alleges thereon that SafeX's
14 infringing activities have been conducted willfully, with knowledge of Slice's prior
15 rights in the 10585 Trade Dress, and with the intent to cause confusion among
16 potential consumers. As such, in addition to injunctive relief, Slice is entitled to an
17 award of treble damages and attorneys' fees in bringing and maintaining this action
18 under Section 35(b) of the federal Lanham Act, 15 U.S.C. §1117(b).

19 336. Unless SafeX is restrained by this Court from continuing to infringe
20 the 10585 Trade Dress, the consuming public will continue to be harmed from the
21 confusion being caused and likely to be caused by SafeX's acts and Slice's injuries
22 will, therefore, continue to accrue.

23 **COUNT IX**

24 **10548 Trade Dress Infringement and False Designation of Origin**

25 337. Slice re-alleges and incorporates by reference and every allegation of
26 the paragraph 1 through 336 of this Complaint as if fully set forth herein.

1 338. Since well before the commencement of SafeX’s conduct and actions
2 alleged herein, Plaintiff has used the 10548 Trade Dress in commerce in the United
3 States, which trade dress is protectable under Lanham Act Section 43(a), 15 U.S.C
4 §1125(a), as being either inherently distinctive or having acquired secondary
5 meaning. As such, the 10548 Trade Dress identifies Slice as the source of
6 handheld cutting tools.

7 339. The 10548 Trade Dress is non-functional as the design of a cutting
8 tool; not essential to the product’s purpose; and is not dictated by concerns for cost,
9 efficiency or utilitarian advantages.

10 340. SafeX has used in commerce the SafeX Precision Craft Knife (T107),
11 which has a virtually identical or substantially identical overall look and
12 appearance to the 10548 Trade Dress. Therefore, the SafeX Precision Craft Knife
13 (T107) is confusingly similar to the 10548 Trade Dress.

14 341. Slice is informed and believes and alleges thereon that SafeX’s
15 continued sales of the SafeX Precision Craft Knife (T107) is likely to cause
16 confusion or deception among consumers in that potential consumers are likely to
17 mistakenly believe that there is an affiliation, connection, or association between
18 Slice and SafeX, when there is not, or that Slice has manufactured, authorized,
19 sponsored, approved, or endorsed SafeX’s use of SafeX Precision Craft Knife
20 (T107), when Slice has not.

21 342. SafeX’s actions constitute trade dress infringement and/or false
22 designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

23 343. SafeX’s conduct described herein has caused, and if not enjoined will
24 continue to cause, irreparable harm to Slice’s rights in the 10548 Trade Dress, and
25 its business’s positive reputation, and the goodwill of Slice, which cannot be
26 adequately compensated solely by monetary damages. Slice, therefore, has no
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1 adequate remedy at law and seeks preliminary and permanent injunctive relief
2 under 15 U.S.C. §1116.

3 344. Slice is informed and believes and alleges thereon that SafeX’s
4 infringing activities have been conducted willfully, with knowledge of Slice’s prior
5 rights in the 10548 Trade Dress, and with the intent to cause confusion among
6 potential consumers. As such, in addition to injunctive relief, Slice is entitled to an
7 award of treble damages and attorneys’ fees in bringing and maintaining this action
8 under Section 35(b) of the federal Lanham Act, 15 U.S.C. §1117(b).

9 345. Unless SafeX is restrained by this Court from continuing to infringe
10 the 10548 Trade Dress, the consuming public will continue to be harmed from the
11 confusion being caused and likely to be caused by SafeX’s acts and Slice’s injuries
12 will, therefore, continue to accrue.

13 **COUNT X**

14 **10416 Trade Dress Infringement and False Designation of Origin**

15 346. Slice re-alleges and incorporates by reference and every allegation of
16 the paragraph 1 through 345 of this Complaint as if fully set forth herein.

17 347. Since well before the commencement of SafeX’s conduct and actions
18 alleged herein, Plaintiff has used the 10416 Trade Dress in commerce in the United
19 States, which trade dress is protectable under Lanham Act Section 43(a), 15 U.S.C.
20 §1125(a), as being either inherently distinctive or having acquired secondary
21 meaning. As such, the 10416 Trade Dress identifies Slice as the source of
22 handheld cutting tools.

23 348. The 10416 Trade Dress is non-functional as the design of a cutting
24 tool; not essential to the product’s purpose; and is not dictated by concerns for cost,
25 efficiency or utilitarian advantages.

26 349. SafeX has used in commerce the SafeX Precision Pen Cutter (T105),
27 which has a virtually identical or substantially identical overall look and
28

1 appearance to the 10416 Trade Dress. Therefore, the SafeX Precision Pen Cutter
2 (T105) is confusingly similar to the 10416 Trade Dress.

3 350. Slice is informed and believes and alleges thereon that SafeX's
4 continued sales of the SafeX Precision Pen Cutter (T105) is likely to cause
5 confusion or deception among consumers in that potential consumers are likely to
6 mistakenly believe that there is an affiliation, connection, or association between
7 Slice and SafeX, when there is not, or that Slice has manufactured, authorized,
8 sponsored, approved, or endorsed SafeX's use of SafeX Precision Pen Cutter
9 (T105), when Slice has not.

10 351. SafeX's actions constitute trade dress infringement and/or false
11 designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

12 352. SafeX's conduct described herein has caused, and if not enjoined will
13 continue to cause, irreparable harm to Slice's rights in the 10416 Trade Dress, and
14 its business's positive reputation, and the goodwill of Slice, which cannot be
15 adequately compensated solely by monetary damages. Slice, therefore, has no
16 adequate remedy at law and seeks preliminary and permanent injunctive relief
17 under 15 U.S.C. §1116.

18 353. Slice is informed and believes and alleges thereon that SafeX's
19 infringing activities have been conducted willfully, with knowledge of Slice's prior
20 rights in the 10416 Trade Dress, and with the intent to cause confusion among
21 potential consumers. As such, in addition to injunctive relief, Slice is entitled to an
22 award of treble damages and attorneys' fees in bringing and maintaining this action
23 under Section 35(b) of the federal Lanham Act, 15 U.S.C. §1117(b).

24 354. Unless SafeX is restrained by this Court from continuing to infringe the
25 10416 Trade Dress, the consuming public will continue to be harmed from the
26 confusion being caused and likely to be caused by SafeX's acts and Slice's injuries
27 will, therefore, continue to accrue.

COUNT XI

Orange Trade Dress Infringement and False Designation of Origin

355. Slice re-alleges and incorporates by reference and every allegation of the paragraph 1 through 354 of this Complaint as if fully set forth herein.

356. Since well before the commencement of SafeX’s conduct and actions alleged herein, Plaintiff has used the Orange Trade Dress in commerce in the United States, which trade dress is protectable under Lanham Act Section 43(a), 15 U.S.C §1125(a), as being either inherently distinctive or having acquired secondary meaning. As such, the Orange Trade Dress identifies Slice as the source of handheld cutting tools.

357. SafeX has used in commerce an orange color on and in promotion of its products, which has a virtually identical or substantially identical overall look and appearance to the Orange Trade Dress. Therefore, orange coloring on SafeX’s products, packaging, website, and promotions is confusingly similar to the Orange Trade Dress.

358. Slice is informed and believes and alleges thereon that SafeX’s continued sales and promotion of its products is likely to cause confusion or deception among consumers in that potential consumers are likely to mistakenly believe that there is an affiliation, connection, or association between Slice and SafeX, when there is not, or that Slice has manufactured, authorized, sponsored, approved, or endorsed SafeX’s use of the orange color, when Slice has not done so.

359. SafeX’s actions constitute trade dress infringement and/or false designation of origin in violation of Lanham Act Section 43(a), 15 U.S.C §1125(a).

360. SafeX’s conduct described herein has caused, and if not enjoined will continue to cause, irreparable harm to Slice’s rights in the Orange Trade Dress, and its business’s positive reputation, and the goodwill of Slice, which cannot be adequately compensated solely by monetary damages. Slice, therefore, has no

1 adequate remedy at law and seeks preliminary and permanent injunctive relief
2 under 15 U.S.C. §1116.

3 361. Slice is informed and believes and alleges thereon that SafeX’s
4 infringing activities have been conducted willfully, with knowledge of Slice’s prior
5 rights in the Orange Trade Dress, and with the intent to cause confusion among
6 potential consumers. As such, in addition to injunctive relief, Slice is entitled to an
7 award of treble damages and attorneys’ fees in bringing and maintaining this action
8 under Section 35(b) of the federal Lanham Act, 15 U.S.C. §1117(b).

9 362. Unless SafeX is restrained by this Court from continuing to infringe
10 the 10416 Trade Dress, the consuming public will continue to be harmed from the
11 confusion being caused and likely to be caused by SafeX’s acts and Slice’s injuries
12 will, therefore, continue to accrue.

13 **COUNT XII**

14 **COPYRIGHT INFRINGEMENT**

15 363. Slice repeats and re-alleges each of the allegations in paragraphs 1
16 through 362 as if fully set forth herein.

17 364. The Ceramic Craft Cutter Packaging Copyrighted Work (TX 9-042-
18 646), Precision Cutter Packaging Copyrighted Work 9 TX 9-043-652), Pen Cutter
19 Packaging Copyrighted Work (TX 9-044-530), and Finger Friendly Promotion
20 Copyrighted Work (VA 2-277-092) (collectively, the “Protected Works”) are
21 original works of authorship, embodying copyrightable subject matter, subject to
22 the full protection of the United States copyright laws.

23 365. Slice owns all rights, title, and interest in and to in the Protected
24 Works to bring this action.

25 366. The products sold by SafeX that bear a Protected Work comprise of
26 exact or at the least substantially similar reproductions of Slice’s Protected Works.
27
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1 367. Through SafeX’s conduct alleged herein, including SafeX’s
2 reproduction, distribution, public display and sale of products through use of a
3 Protected Work, SafeX has directly infringed Slice’s exclusive rights in in the
4 Protected Works in violation of the Copyright Act, 17 U.S.C. §501.

5 368. Upon information and belief, SafeX’s infringement of Slice’s
6 Protected Works was - and continues to be - willful and with full knowledge of
7 Slice’s rights in the respective Protected Works. Further such infringement has
8 enabled SafeX to illegally obtain profit therefrom.

9 369. As a direct and proximate result of SafeX’s infringement of Slice’s
10 copyrights and exclusive rights in the Protected Works, Slice is entitled to recover
11 its actual damages resulting from SafeX’s use of the Protected Works without
12 paying license fees, in an amount to be proven at trial.

13 370. At Slice’s election, pursuant to 17 U.S.C. § 504(b), Slice shall be
14 entitled to recover damages based on its actual damages or a disgorgement of
15 SafeX’s profits from infringement of the Protected Works, which amounts will be
16 proven at trial.

17 371. In the alternative, and at Slice’s election, Slice is entitled to maximum
18 statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000 with
19 respect to the infringing reproduction, distribution, and public display of the
20 Protected Works by SafeX, or such other amounts as may be proper under 17
21 U.S.C. § 504(c).

22 372. Slice is entitled to its costs, including reasonable attorneys’ fees,
23 pursuant to 17 U.S.C. § 505.

24 373. SafeX’s conduct has caused and its continued infringing conduct will
25 continue to cause irreparable injury to Slice unless enjoined by this Court.
26 Pursuant to 17 U.S.C. § 502, Slice is entitled to a permanent injunction prohibiting
27 infringement of Slice’s exclusive rights under U.S. copyright law.

1 374. Slice has no adequate remedy at law.

2 **COUNT XIII**

3 **Common Law Trade Dress Infringement**

4 375. Slice repeats and re-alleges each of the allegations in paragraphs 1
5 through 374 as if fully set forth herein.

6 376. Slice is informed and believes and alleges thereon that SafeX's
7 unauthorized use of the 0200 Safety Cutter Trade Dress, the 1051 Trade Dress, the
8 10585 Trade Dress, the 10548 Trade Dress, the 10416 Trade Dress, and the Orange
9 Trade Dress (collectively, the "Slice Trade Dresses"), among other acts, is likely to
10 cause confusion, deception, and mistake by creating the false and misleading
11 impression that SafeX's products or services are manufactured or provided by
12 Plaintiff, associated or connected with Plaintiff, or have the sponsorship,
13 endorsement, or approval of Slice in violation of common law.

14 377. Defendants are also passing off the Slice Trade Dresses and
15 corresponding hand-held tools as products manufactured or provided by Slice
16 when they are not. Slice is informed and believes, and alleges thereon, that
17 SafeX's unauthorized use of the Slice Trade Dresses, among other acts, is likely to
18 cause confusion, deception, and mistake by creating the false and misleading
19 impression that Defendant's products are the same as Slice's products.

20 378. SafeX's acts are in violation of the common law of California.

21 379. Slice is informed and believes and alleges thereon that Defendants
22 conduct resulting in such actual and likelihood off confusion, deception, and
23 mistake will continue unless enjoined by this Court.

24 380. As a direct and proximate result of Defendant's misconduct, Slice has
25 suffered harm and is entitled to monetary damages in an amount to be determined
26 at trial.

1 381. In addition, SafeX’s conduct described herein has caused and if not
2 enjoined will continue to cause, irreparable harm to Plaintiff’s rights in each and
3 every Slice Trade Dress, and its business’s positive reputation, and the goodwill of
4 Plaintiff, which cannot be adequately compensated solely by monetary damages.
5 Plaintiff, therefore, has no adequate remedy at law and seeks preliminary and
6 permanent injunctive relief.

7 **COUNT XIV**

8 **Common Law Unfair Competition**

9 382. Slice repeats and re-alleges each of the allegations in paragraphs 1
10 through 381 as if fully set forth herein.

11 383. Slice is informed and believes and alleges thereon that SafeX has
12 engaged in and continues to engage in unfair competition by using the Slice Trade
13 Dresses, among other acts, that SafeX has engaged in and continues to engage in
14 unfair competition by using the Slice Trade Dresses with the intentional of
15 interfering with and trading on the business reputation and goodwill engendered by
16 Slice through hard work, diligent efforts, and the expenditure of considerable
17 resources, time and money in promoting and selling its hand-held cutting tools in
18 their respective trade dresses.

19 384. Defendant’s acts have caused Slice competitive injury, as described
20 herein, and specifically have caused Plaintiff to incur damages in an amount to be
21 proven at trial consisting of, among other things, diminution in the value of and
22 goodwill associated with the Slice Trade Dresses.

23 385. As a direct and proximate result of Defendant’s misconduct, Slice has
24 been, and will continue to be irreparably harmed, injured and damaged, and such
25 harm will continue unless enjoined by this Court.

26 386. Plaintiff is without adequate an adequate remedy at law.
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1 387. Plaintiff is therefore entitled to an injunction restraining Defendant, its
2 agents, employees, representatives, distributors, and all other persons acting in
3 concert with SafeX, from engaging in further acts of unfair competition.

4 388. Plaintiff is informed and believes and alleges thereon that SafeX's
5 conduct has been intentional and willful and in conscious disregard of plaintiff's
6 rights and, therefore, Plaintiff is entitled to exemplary damages or punitive
7 damages in an amount appropriate to punish Defendant and to make an example of
8 Defendant to the community at large.

9 **COUNT XV**

10 **Unfair Competition in Violation of California**

11 **Business & Professions Code 17200, 17500 et seq.**

12 389. Slice repeats and re-alleges each of the allegations in paragraphs 1
13 through 388 as if fully set forth herein.

14 390. Slice is informed and believes and alleges thereon that SafeX's
15 infringement of Slice's intellectual property rights at the federal and/or at common
16 law amount to predicate acts in violation of California Business and Professions
17 Code, Section 17200 et seq., and California Business and Professions code, Section
18 17500 et seq.

19 391. SafeX's imitation of the Slice Trade Dresses, infringement of
20 copyright in the Protected Works, and the unlawful manufacture and sale of patent
21 protected products, technology, and design, individually and/or collectively,
22 amount to an unethical business practice that have confused persons in the trade
23 and/or potential customers. See Exhibit 22.

24 392. Even third parties and competitors of Slice have noticed that SafeX
25 has adopted Slice's Trade Dresses. Attached as Exhibit 23 is an email from Slice's
26 competitor notifying Slice about SafeX.

1 393. SafeX’s imitation of the Slice Trade Dresses, infringement of
2 copyright in the Protected Works, and the unlawful manufacture and sale of patent
3 protected products, technology, and design, individually and/or collectively,
4 amount to an unscrupulous business practice.

5 394. SafeX’s imitation of the Slice Trade Dresses, infringement of
6 copyright in the Protected Works, and the unlawful manufacture and sale of patent
7 protected products, technology, and design, individually and/or collectively,
8 amount to an unethical business practice.

9 395. SafeX’s imitation of the Slice Trade Dresses, infringement of
10 copyright in the Protected Works, and the unlawful manufacture and sale of patent
11 protected products, technology, and design, individually and/or collectively,
12 amount to acts that run contrary to the express public policy of prohibiting unfair
13 practices.

14 396. SafeX’s imitation of the Slice Trade Dresses, infringement of
15 copyright in the Protected Works, and the unlawful manufacture and sale of patent
16 protected products, technology, and design, individually and/or collectively, have
17 harmed – and continue to harm – Plaintiff and its business.

18 397. Slice has no adequate remedy at law. Monetary compensation will
19 not afford Plaintiff adequate relief.

20 398. Slice’s acts and omissions as alleged herein will engender the need for
21 a multiplicity of judicial proceedings and will cause damage to Slice that is
22 difficult, if not impossible, to measure. Unless SafeX is preliminarily and
23 permanently enjoined from committing the unlawful acts alleged, including unfair
24 competition, Slice will continue to suffer irreparable harm. Injunctive relief is
25 therefore appropriate under California Business and Professions Code Sections
26 17200 and 17500, et seq., to prevent SafeX from engaging in any further acts of
27 unfair competition.

1 399. Under California Business and Professions Code Section 17203,
2 SafeX is required to also disgorge and/or restore to Slice all money, profits, or
3 property acquired or earned by means of SafeX's unfair competition with Slice.

4 400. Under California Business and Professions Code Section 17203, Slice
5 is also entitled to a preliminary and permanent injunction restraining SafeX, its
6 respective officers, agents, employees, distributors and all persons acting in concert
7 with them, from engaging in such further unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment against Defendant as follows:

1. Adjudging that Defendant has infringed the ‘958 Patent in violation of 35 U.S.C. § 271 (a);

2. Adjudging that Defendant has infringed the ‘796 Patent in violation of 35 U.S.C. § 271 (a);

3. Adjudging that Defendant has infringed the D’072 Patent in violation of 35 U.S.C. § 271 (a);

4. Adjudging that Defendant has infringed the D’297 Patent in violation of 35 U.S.C. § 271 (a);

5. Adjudging that Defendant has infringed the D’646 Patent in violation of 35 U.S.C. § 271 (a);

6. Granting an injunction preliminarily and permanently enjoining Defendant, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns , and parents and all others acting in active concert with them from further infringement of the ‘958, ‘796, D’072, D’297, and D’646 Patents;

7. Ordering Defendant to account for and pay damages adequate to compensate Slice for Defendant’s infringement of the ‘958, ‘796, D’072, D’297, and D’646 Patents, including for any infringing acts not presented at trial and pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. §§ 284;

8. Declaring that Defendant’s infringement of the ‘958, ‘796, D’072, D’297, and D’646 Patents was willful;

9. Declaring this case exceptional and awarding Slice its reasonable attorneys’ fees pursuant to 35 U.S.C. § 285;

10. Ordering that damages be awarded up to three times the amount found or assessed by the Court, pursuant to 35 U.S.C. § 284;

1 11. Awarding Slice all of SafeX’s profits for SafeX’s infringement of the
2 D’072, D’297, and D’646 Patents pursuant to 35 U.S.C. § 289; Slice R

3 12. Ordering that Defendant has violated Section 32 of the Lanham Act
4 (15 U.S.C. § 1114), Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); and
5 Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c);

6 13. Ordering that Defendant has violated common law trade dress and
7 unfair competition law;

8 14. Ordering that Defendant has violated California’s Unfair Competition
9 business law;

10 15. Granting an injunction preliminarily and permanently enjoining the
11 Defendant, its employees, agents, officers, directors, attorneys, successors,
12 affiliates, subsidiaries, and assigns, and all of those in active concert and
13 participation with any of the foregoing persons and entities who receive actual
14 notice of the Court’s order by personal service or otherwise from:

- 15 a. engaging in any activity that infringes Slice’s rights in the Slice Trade
16 Dresses;
- 17 b. engaging in any activity constituting unfair competition with Plaintiff;
- 18 c. making or displaying any statement, representation, or depiction that
19 is likely to lead the public or the trade to believe that (i) Defendant’s
20 goods are in any manner approved, endorsed, licensed, sponsored,
21 authorized, or franchised by or associated, affiliated, or otherwise
22 connected with Plaintiff or (ii) Plaintiff’s goods are in any manner
23 approved, endorsed, licensed, sponsored, authorized, or franchised by
24 or associated, affiliated, or otherwise connected with Defendant;

25 16. Granting such other and further relief as the Court may deem proper
26 to prevent the public and trade from deriving the false impression that any goods or
27 services manufactured, sold, distributed, licensed, marketed, advertised, promoted,
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1 or otherwise offered or circulated by Defendant are in any way approved,
2 endorsed, licensed, sponsored, authorized, or franchised by or associated,
3 affiliated, or otherwise connected with Plaintiff or constitute or are connected with
4 Plaintiff's goods;

5 17. Directing Defendant to immediately cease all manufacture, display,
6 distribution, marketing, advertising, promotion, sale, offer for sale and/or use of
7 any and all packaging, labels, catalogs, shopping bags, containers, advertisements,
8 signs, displays, and other materials that feature or bear any designation or mark
9 incorporating the Slice Trade Dresses or any other mark that is a counterfeit, copy,
10 simulation, confusingly similar variation, or colorable imitation of a Slice Trade
11 Dress, and to direct all distributors, retailers, wholesalers, and other individuals and
12 establishments wherever located in the United States that distribute, advertise,
13 promote, sell, or offer for sale Defendant's goods to cease forthwith the display,
14 distribution, marketing, advertising, promotion, sale, and/or offering for sale of any
15 and all goods, services, packaging, labels, catalogs, shopping bags, containers,
16 advertisements, signs, displays, and other materials featuring or bearing a Slice
17 Trade Dress or any other mark that is a counterfeit, copy, simulation, confusingly
18 similar variation, or colorable imitation of a Slice Trade Dress, and to immediately
19 remove them from public access and view;

20 18. Directing that Defendant recall and deliver up for destruction all
21 products bearing a Slice Trade Dress or any other mark that is a counterfeit, copy,
22 confusingly similar variation, or colorable imitation of a Slice Trade Dress;

23 19. Directing, pursuant to Section 35(a) of the Lanham Act (15 U.S.C. §
24 1116(a)), Defendant to file with the court and serve upon Plaintiff's counsel within
25 thirty (30) days after service on Defendant of an injunction in this action, or such
26 extended period as the court may direct, a report in writing under oath, setting forth
27 in detail the manner and form in which Defendant has complied therewith;

1 20. Awarding Plaintiff an amount up to three times the amount of its
2 actual damages, in accordance with Section 35(a) of the Lanham Act (15 U.S.C. §
3 1117(a));

4 21. Directing that Defendant account to and pay over to Plaintiff all
5 profits realized by its wrongful acts in accordance with Section 35(a) of the
6 Lanham Act (15 U.S.C. § 1117(a)), enhanced as appropriate to compensate
7 Plaintiff for the damages caused thereby;

8 22. Awarding Plaintiff punitive and exemplary damages as the court finds
9 appropriate to deter any future willful infringement;

10 23. Declaring that this is an exceptional case pursuant to Section 35(a) of
11 the Lanham Act and awarding Plaintiff its costs and reasonable attorneys' fees
12 thereunder (15 U.S.C. § 1117(a));

13 24. Awarding Plaintiff interest, including prejudgment and post-judgment
14 interest, on the foregoing sums;

15 25. That Defendant has violated Section 501 of the Copyright Act (17
16 U.S.C. § 501);

17 26. Granting an injunction, preliminarily and permanently enjoining the
18 Defendant, its employees, agents, officers, directors, attorneys, successors,
19 affiliates, subsidiaries, and assigns, and all of those in active concert and
20 participation with any of the foregoing persons and entities who receive actual
21 notice of the Court's order by personal service or otherwise, from:

- 22 a. distributing, marketing, advertising, promoting, or displaying the
23 infringing work and any products, works, or other materials that
24 include, copy, are derived from, or otherwise embody a Protected
25 Work; and

1 b. reproducing, distributing, or publicly displaying a Protected Work,
2 creating any derivative works based on a Protected Work, or engaging
3 in any activity that infringes Plaintiff's rights in its Protected Works;

4 27. That Defendant be ordered to provide an accounting of Defendant's
5 profits attributable to Defendant's infringing conduct, including Defendant's
6 profits from sales of the infringing work and any products, works, or other
7 materials that include, copy, are derived from, or otherwise embody a Protected
8 Work;

9 28. That Defendant be ordered to destroy or deliver up for destruction all
10 materials in Defendant's possession, custody, or control used by Defendant in
11 connection with Defendant's infringing conduct, including without limitation all
12 remaining copies of an infringing work and any products and works that embody
13 any reproduction or other copy or colorable imitation of a Protected Work, as well
14 as all means for manufacturing such work;

15 29. Awarding Plaintiff profits obtained as a result of Defendant's
16 infringing conduct, including but not limited to all profits from sales and other
17 exploitation of infringing work(s) and any products, works, or other materials that
18 include, copy, are derived from, or otherwise embody the infringing work, or in the
19 Court's discretion, such amount as the Court finds to be just and proper;

20 30. Awarding Plaintiff damages sustained by Plaintiff as a result of
21 Defendant's infringing conduct, in an amount to be proven at trial;

22 31. Awarding Plaintiff's reasonable attorneys' fees and costs pursuant to
23 17 U.S.C. § 505;

24 32. Awarding Plaintiff interest, including pre-judgment and post-
25 judgment interest, on the foregoing sums;

