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Attorneys for Plaintiffs

ACCO BRANDS USA LLC and

BENSUSSEN DEUTSCH & ASSOCIATES LLC

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

ACCO BRANDS USA LLC and
BENSUSSEN DEUTSCH &
ASSOCIATES LLC,

Plaintiff,

v.

PERFORMANCE DESIGNED
PRODUCTS LLC,

Defendant.

Case No.: '24CV1100 GPC KSC

**COMPLAINT FOR
DECLARATORY JUDGMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs ACCO Brands USA LLC (“ACCO”) and Bensussen Deutsch &
2 Associates LLC (“BDA” and collectively, “Plaintiffs”), by and through undersigned
3 counsel, file this Complaint for Declaratory Judgment against Defendant Performance
4 Designed Products LLC (“PDP” or “Defendant”), and allege as follows:

5 **PRELIMINARY STATEMENT**

6 1. ACCO seeks a declaration of non-infringement and invalidity of United
7 States Patent Nos. 10,042,435 (the “’435 Patent”), 10,942,584 (the “’584 Patent”),
8 10,874,938 (the “’938 Patent”), and 10,737,171 (the “’171 Patent”) (collectively, the
9 “Asserted Patents”). ACCO requests this relief because Defendant has made it clear
10 through correspondence and discussions with ACCO, as well as pending state court
11 litigation, that Defendant intends to sue ACCO for alleged infringement of the Asserted
12 Patents.

13 2. ACCO and BDA seek a declaration that they (a) have not and do not infringe
14 the Asserted Patents, (b) do not owe any royalties to Defendant under an April 2018
15 settlement and patent license agreement between Defendant and BDA relating to certain
16 video game controllers (the “Settlement Agreement”), and (c) have not breached any
17 contractual obligations owed to Defendant. ACCO and BDA request this relief because
18 Defendant has already brought suit against them in San Diego Superior Court for an
19 alleged breach of the Settlement Agreement, but has refused to litigate the issues of
20 invalidity and non-infringement in that venue. Accordingly, it would be most efficient to
21 resolve the patent and contractual issues together in this court, which has exclusive
22 jurisdiction over disputes arising under the patent laws of the United States.

23 **PARTIES**

24 3. ACCO is a limited liability company organized and existing under the laws
25 of the State of Delaware with its corporate headquarters at 4 Corporate Drive, Lake
26 Zurich, Illinois 60047.

1 11. Venue is proper in this district pursuant to 28 U.S.C. §§1391(b) and (c)
2 because Defendant resides in this district and a substantial part of the events or omissions
3 giving rise to the claims occurred in this district.

4 12. Venue is also proper because the Settlement Agreement between Defendant
5 and BDA contains a forum selection clause stating that any legal action to enforce or
6 interpret the terms of the Settlement Agreement must be brought in the United States
7 District Court for the Southern District of California, or in a California State Court located
8 in San Diego County.

9 **FACTUAL BACKGROUND**

10 13. ACCO is an American multinational company and is one of the world's
11 largest designers, manufacturers, and marketers of premium business, technology,
12 academic, and consumer products.

13 14. BDA is a global merchandise agency that provides marketing services and
14 customized branded merchandise to Fortune 1000 enterprises, major sports leagues, and
15 entertainment companies.

16 15. In 2009, BDA launched PowerA, an innovative video gaming accessories
17 brand for third-party gaming controllers, audio headsets, and charging accessories with a
18 focus on exceptional design, quality craftsmanship, and player comfort. In 2020, ACCO
19 acquired PowerA.

20 16. In June 2021, as part of its popular FUSION line, PowerA announced the
21 launch of its newest FUSION Pro 2 Wired Controller for the Xbox gaming platform. The
22 FUSION Pro 2 fuses premium materials with professional-level gaming features to
23 deliver a totally immersive, high-performance gaming experience. Notably, the FUSION
24 Pro 2 is equipped with a Mappable Pro Pack to level-up gaming with four mappable
25 paddles that can be quickly customized on-the-fly mid-game, while dual rumble motors
26 and magnetic impulse triggers let gamers feel the power with added feedback. The Fusion
27 Pro 2 is available worldwide at all major retailers where gaming accessories are sold and
28 at PowerA.com.



<https://www.powera.com/p/fusion/controllers/wired/fusion-pro-2-wired-controller-for-xbox-series-xs-1516954-01/>

17. Upon information and belief, Defendant PDP is a developer of video game accessories and peripherals.

The Parties' Correspondence

18. On or about August 1, 2022, counsel representing Defendant sent a letter (“August Notice Letter”) to ACCO’s Senior Vice President, Eric Bensussen, purporting to be the owner of the Asserted Patents and stating that “ACCO’s Xbox Fusion 2 Controller and other Fusion controllers . . . infringes the [Asserted] Patents.” The letter further stated that if the parties did not reach an amicable resolution, “PDP may have no choice but to file a lawsuit in federal court and defend PDP’s patent rights through formal litigation.” A true and correct copy of the August Notice Letter is attached hereto as **Exhibit A**.

19. In a letter dated August 13, 2022, ACCO’s Senior Patent Counsel/Assistant General Counsel, John Del Col, confirmed receipt of Defendant’s August Notice Letter and expressed his commitment to working with Defendant to find an amicable resolution.

20. On August 25, 2022, in a Teams meeting between Mr. Del Col and Defendant’s counsel, the two counsel discussed the fact that a 2018 Settlement and Patent License Agreement was between PDP and another party, and did not include ACCO.

1 21. In a second Teams meeting on September 13, 2022, Mr. Del Col raised
2 validity arguments including the Mad Catz MLG Programing controller as prior art and
3 Defendant’s counsel suggested a new license agreement with ACCO.

4 22. On October 3, 2022, in a third Teams meeting between Mr. Del Col and
5 Defendant’s counsel, the two counsel discussed the timing of ACCO’s substantive written
6 response. Mr. Del Col emphasized the invalidity arguments that would be included
7 therein and suggested a meeting between the parties solely based on avoidance of legal
8 fees. Defendant’s counsel emphasized the need for a new license agreement to avoid
9 litigation and requested ACCO’s sales data for the alleged infringing products.

10 23. In a letter to Defendant’s counsel dated October 14, 2022 (“October 14
11 Letter”), Mr. Del Col explained why Defendant would not prevail. For example, Mr. Del
12 Col identified the Mad Catz MLG Pro gaming controller as invalidating prior art and
13 explained how the ’584 and ’435 Patents do not satisfy the written description
14 requirement. A true and correct copy of the October 14 Letter is attached hereto as
15 **Exhibit B.**

16 24. In response to ACCO’s October 14 Letter, Defendant’s counsel sent an email
17 to Mr. Del Col on December 2, 2022 wherein Defendant’s counsel denied that the Mad
18 Catz MLG Pro was invalidating prior art and requested that ACCO produce all sales data
19 since January 1, 2019 for PowerA products comprising face plates and interchangeable
20 buttons.

21 25. In a final Teams meeting between Mr. Del Col and Defendant’s counsel, on
22 December 20, 2022, Mr. Del Col reiterated the suggestion for a settlement discussion to
23 avoid legal fees. Defendant’s counsel reiterated Defendant’s position that no discussion
24 would be held without prior disclosure of ACCO’s sales data for the alleged infringing
25 products and, in the alternative, Defendant would be forced to file a lawsuit.

26 26. During each meeting between Mr. Del Col and Defendant’s counsel,
27 Defendant’s counsel continuously threatened litigation would be necessary against ACCO
28 in relation to the Asserted Patents.

1 27. To date, the parties have been unable to reach an amicable resolution relating
2 to Defendant’s infringement allegations.

3 **The Settlement Agreement and the California State Action**

4 28. On February 28, 2023, PDP filed a complaint against ACCO and BDA in
5 Superior Court of the State of California (*Performance Designed Products LLC vs.*
6 *Bensussen Deutsch & Associates LLC et al.*, No. 37-2023-00008428 (Sup. Ct. San Diego
7 Cty.), ROA 1) (“State Case”).

8 29. PDP’s complaint in the State Case alleges breach of contract arising from
9 the April 2018 Settlement Agreement concerning certain video game controllers,
10 including BDA’s PowerA Xbox Fusion Controller. A true and correct copy of PDP’s
11 complaint in the State Case, including a copy of the Settlement Agreement, is attached as
12 **Exhibit C.**

13 30. PDP’s complaint pertains solely to royalties owed by BDA and ACCO that
14 allegedly accrued between January 2019 and October 2022 under the Settlement
15 Agreement. PDP names ACCO as a co-defendant, alleging that, in November 2020,
16 ACCO acquired BDA’s assets and liabilities, including BDA’s obligation to pay those
17 royalties under the Settlement Agreement.

18 31. Trial in the State Case is currently scheduled for October 17, 2025.

19 **THE ASSERTED PATENTS¹**

20 32. On August 7, 2018, the United States Patent and Trademark Office (the
21 “Patent Office”) issued the ’435 Patent, entitled “Interchangeable input mechanisms for
22 control devices” to Bradley M. Strahle and Eric B. Fulghum. A true and correct copy of
23 the ’435 Patent is attached as **Exhibit D.**

24 33. On information and belief, PDP purports to be the owner by assignment of
25 the ’435 Patent.

26 34. On information and belief, the ’435 Patent currently expires on March 21,
27 2033.

28 ¹ Two of the Asserted Patents (*i.e.*, the ’584 Patent and ’435 Patent) belong to the same patent family as the patents subject to the Settlement Agreement.

1 35. On March 9, 2021, the Patent Office issued the '584 Patent, entitled
2 "Interchangeable input mechanisms for control devices" to Bradley M. Strahle and Eric
3 B. Fulghum. A true and correct copy of the '584 Patent is attached as **Exhibit E**.

4 36. On information and belief, PDP purports to be the owner by assignment of
5 the '584 Patent.

6 37. On information and belief, the '584 Patent currently expires on March 21,
7 2033.

8 38. On August 11, 2020, the Patent Office issued the '171 Patent, entitled "Video
9 game controller" to Bradley M. Strahle and Yannik Wiggemans. A true and correct copy
10 of the '171 Patent is attached as **Exhibit F**.

11 39. On information and belief, Defendant purports to be the owner by
12 assignment of the '171 Patent.

13 40. On information and belief, the '171 Patent currently expires on June 8, 2038.

14 41. On December 29, 2020, the Patent Office issued the '938 Patent, entitled
15 "Video game controller" to Bradley M. Strahle and Yannik Wiggemans. A true and
16 correct copy of the '938 Patent is attached as **Exhibit G**.

17 42. On information and belief, Defendant purports to be the owner by
18 assignment of the '938 Patent.

19 43. On information and belief, the '938 Patent currently expires on June 8, 2038.

20 **COUNT I**
21 (Declaratory Judgment of Non-Infringement of the '435 Patent)
22 **(ACCO v. PDP)**

23 44. Plaintiff ACCO re-alleges and incorporates by reference each preceding
24 paragraph as though fully re-stated herein.

25 45. In view of the facts and allegations set forth above, there is an actual,
26 justiciable, substantial, and immediate controversy between ACCO and Defendant
27 regarding whether ACCO infringes any claim of the '435 Patent.

28 46. Defendant has alleged and continues to allege that products made, used, or
sold by ACCO are covered by the claims of the '435 Patent, and has commenced litigation
against ACCO regarding this matter.

1 47. ACCO contends that it has not infringed and does not infringe, induce
2 infringement, or contribute to the infringement of any valid and enforceable claim of the
3 '435 Patent. ACCO has not made, used, sold, offered for sale, or imported any products
4 that infringe, directly, indirectly, or under the doctrine of equivalents, each and every
5 claim of the '435 Patent.

6 48. For example, ACCO's PowerA Fusion 2 Controller does not practice the
7 limitation, "at least a portion of the thumbstick is replaceable," of independent claims 1,
8 6, and 13. The Fusion 2 Controller does not meet the limitations of independent claim 1
9 because the Fusion 2 Controller's entire input mechanism is replaceable, rather than only
10 a portion of the input mechanism being replaceable.

11 49. Therefore, a substantial controversy exists between ACCO and Defendant,
12 parties having adverse legal interests, of sufficient immediacy and reality to warrant the
13 issuance of a declaratory judgment that ACCO has not infringed and does not infringe
14 any valid and enforceable claim of the '435 Patent.

15 50. An actual and justiciable controversy exists between ACCO and Defendant
16 as to whether ACCO's products infringe the '435 Patent. ACCO accordingly requests a
17 judicial determination of its rights, duties, and obligations regarding the '435 Patent.

18 51. A judicial declaration is necessary and appropriate so that ACCO may
19 ascertain its rights regarding the '435 Patent and defend against claims brought by
20 Defendant in the State Case.

21 **COUNT II**
(Declaratory Judgment of Invalidity of the '435 Patent)
(ACCO v. PDP)

22 52. Plaintiff ACCO re-alleges and incorporates by reference each preceding
23 paragraph as though fully re-stated herein.

24 53. Upon information and belief, Defendant purports to be the owner by
25 assignment of the '435 Patent and contends that the claims of the '435 Patent are valid.

26 54. The claims of the '435 Patent are invalid for failure to comply with one or
27 more provisions of Title 35 of the United States Code, including but not limited to 35
28 U.S.C. §§ 102, 103, and/or 112.

1 55. For at least the reasons explained in ACCO's October 14 Letter to
2 Defendant's counsel, which is incorporated fully by reference herein, the claims of the
3 '435 Patent are invalid at least under 35 U.S.C. §§ 102, 103, and/or 112.

4 56. The claims of the '435 Patent are also invalid at least under 35 U.S.C. §§ 102
5 and/or 103 in view of at least the prior art Mad Catz MLG Pro gaming controller and/or
6 U.S. Publication No. 2012/0274563.

7 57. An actual case or controversy exists regarding whether any of the claims of
8 the '435 Patent are valid.

9 58. Declaratory relief is appropriate and necessary to establish that the claims of
10 the '435 Patent are invalid and to avoid irreparable injury and damage to ACCO.

11 59. Pursuant to 28 U.S.C. §§ 2201 and 2202, ACCO is entitled to a declaratory
12 judgment that the claims of the '435 Patent are invalid.

13 **COUNT III**
14 **(Declaratory Judgment of Non-Infringement of the '584 Patent)**
15 **(ACCO v. PDP)**

16 60. Plaintiff ACCO re-alleges and incorporates by reference each preceding
17 paragraph as though fully re-stated herein.

18 61. In view of the facts and allegations set forth above, there is an actual,
19 justiciable, substantial, and immediate controversy between ACCO and Defendant
20 regarding whether ACCO infringes any claim of the '584 Patent.

21 62. Defendant has alleged and continues to allege that products made, used, or
22 sold by ACCO are covered by the claims of the '584 Patent, and has commenced litigation
23 against ACCO regarding this matter.

24 63. ACCO contends that it has not infringed and does not infringe, induce
25 infringement, or contribute to the infringement of any valid and enforceable claim of the
26 '584 Patent. ACCO has not made, used, sold, offered for sale, or imported any products
27 that infringe, directly, indirectly, or under the doctrine of equivalents, each and every
28 claim of the '584 Patent.

1 71. For at least the reasons explained in ACCO's October 14 Letter to
2 Defendant's counsel, which is incorporated fully by reference herein, the claims of the
3 '584 Patent are invalid at least under 35 U.S.C. §§ 102, 103, and/or 112.

4 72. The claims of the '584 Patent are also invalid at least under 35 U.S.C. §§ 102
5 and/or 103 in view of at least the prior art Mad Catz MLG Pro gaming controller and/or
6 U.S. Publication No. 2012/0274563.

7 73. An actual case or controversy exists regarding whether any of the claims of
8 the '584 Patent are valid.

9 74. Declaratory relief is appropriate and necessary to establish that the claims of
10 the '584 Patent are invalid and to avoid irreparable injury and damage to ACCO.

11 75. Pursuant to 28 U.S.C. §§ 2201 and 2202, ACCO is entitled to a declaratory
12 judgment that the claims of the '584 Patent are invalid.

13 **COUNT V**
14 **(Declaratory Judgment of Non-Infringement of the '171 Patent)**
15 **(ACCO v. PDP)**

16 76. Plaintiff ACCO re-alleges and incorporates by reference each preceding
17 paragraph as though fully re-stated herein.

18 77. In view of the facts and allegations set forth above, there is an actual,
19 justiciable, substantial, and immediate controversy between ACCO and Defendant
20 regarding whether ACCO infringes any claim of the '171 Patent.

21 78. Defendant has alleged and continues to allege that products made, used, or
22 sold by ACCO are covered by the claims of the '171 Patent, and has commenced litigation
23 against ACCO regarding this matter.

24 79. ACCO contends that it has not infringed and does not infringe, induce
25 infringement, or contribute to the infringement of any valid and enforceable claim of the
26 '171 Patent. ACCO has not made, used, sold, offered for sale, or imported any products
27 that infringe, directly, indirectly, or under the doctrine of equivalents, each and every
28 claim of the '171 Patent.

1 80. For example, independent claims 1 and 11 require “a plurality of control
2 inputs removably mounted on the controller body” where “the plurality of control inputs
3 extend through the plurality of openings in the face plate, at least one of the plurality of
4 openings in the face plate having a cross shape.” Although the Fusion 2 Controller
5 includes a faceplate with a plurality of openings, one of which has a cross shape, the
6 control input that is accessible through the cross shape opening (e.g., the directional pad)
7 is not removable. As such, the Fusion 2 Controller does not meet the limitations of
8 independent claims 1 and/or 11 because the Fusion 2 Controller lacks a control input that
9 both (i) extends through a cross shape opening in a faceplate, *and* (ii) is removably
10 mounted.

11 81. Therefore, a substantial controversy exists between ACCO and Defendant,
12 parties having adverse legal interests, of sufficient immediacy and reality to warrant the
13 issuance of a declaratory judgment that ACCO has not infringed and does not infringe
14 any valid and enforceable claim of the '171 Patent.

15 82. An actual and justiciable controversy exists between ACCO and Defendant
16 as to whether ACCO's products infringe the '171 Patent. ACCO accordingly requests a
17 judicial determination of its rights, duties, and obligations regarding the '171 Patent.

18 83. A judicial declaration is necessary and appropriate so that ACCO may
19 ascertain its rights regarding the '171 Patent and defend against claims brought by
20 Defendant in the State Case.

21 **COUNT VI**
22 **(Declaratory Judgment of Invalidity of the '171 Patent)**
23 **(ACCO v. PDP)**

24 84. Plaintiff ACCO re-alleges and incorporates by reference each preceding
25 paragraph as though fully re-stated herein.

26 85. Upon information and belief, Defendant purports to be the owner by
27 assignment of the '171 Patent and contends that the claims of the '171 Patent are valid.
28

1 86. The claims of the '171 Patent are invalid for failure to comply with one or
2 more provisions of Title 35 of the United States Code, including but not limited to 35
3 U.S.C. §§ 102, 103, and/or 112.

4 87. For at least the reasons explained in ACCO's October 14 Letter to
5 Defendant's counsel, which is incorporated fully by reference herein, the claims of the
6 '171 Patent are invalid at least under 35 U.S.C. §§ 102, 103, and/or 112.

7 88. The claims of the '171 Patent are also invalid at least under 35 U.S.C. §§ 102
8 and/or 103 in view of at least the prior art Mad Catz MLG Pro gaming controller, U.S.
9 Publication No. 2016/0346681, and/or U.S. Publication No. 2012/0142418.

10 89. An actual case or controversy exists regarding whether any of the claims of
11 the '171 Patent are valid.

12 90. Declaratory relief is appropriate and necessary to establish that the claims of
13 the '171 Patent are invalid and to avoid irreparable injury and damage to ACCO.

14 91. Pursuant to 28 U.S.C. §§ 2201 and 2202, ACCO is entitled to a declaratory
15 judgment that the claims of the '171 Patent are invalid.

16 **COUNT VII**
17 **(Declaratory Judgment of Non-Infringement of the '938 Patent)**
18 **(ACCO v. PDP)**

19 92. Plaintiff ACCO re-alleges and incorporates by reference each preceding
20 paragraph as though fully re-stated herein.

21 93. In view of the facts and allegations set forth above, there is an actual,
22 justiciable, substantial, and immediate controversy between ACCO and Defendant
23 regarding whether ACCO infringes any claim of the '938 Patent.

24 94. Defendant has alleged and continues to allege that products made, used, or
25 sold by ACCO are covered by the claims of the '938 Patent, and has commenced litigation
26 against ACCO regarding this matter.

27 95. ACCO contends that it has not infringed and does not infringe, induce
28 infringement, or contribute to the infringement of any valid and enforceable claim of the
'938 Patent. ACCO has not made, used, sold, offered for sale, or imported any products

1 that infringe, directly, indirectly, or under the doctrine of equivalents, each and every
2 claim of the '938 Patent.

3 96. For example, ACCO's PowerA Fusion 2 Controller does not practice the
4 limitation, "detachable paddle unit," of independent claims 1 and 11. At least in view of
5 invalidating prior art discussed herein under Count VIII and the disclosure within the '938
6 Patent's specification, the "detachable paddle unit" is a simple flexible control input that
7 is bent to engage and actuate switches and electronics that are disposed entirely within
8 the controller body. The Fusion 2 Controller does not meet the limitations of independent
9 claims 1 and/or 11 because the Fusion 2 Controller lacks a "detachable paddle unit."
10 Rather, the Fusion 2 Controller includes a module member that is a complex
11 electromechanical assembly complete with multiple switches and electronics.

12 97. Therefore, a substantial controversy exists between ACCO and Defendant,
13 parties having adverse legal interests, of sufficient immediacy and reality to warrant the
14 issuance of a declaratory judgment that ACCO has not infringed and does not infringe
15 any valid and enforceable claim of the '938 Patent.

16 98. An actual and justiciable controversy exists between ACCO and Defendant
17 as to whether ACCO's products infringe the '938 Patent. ACCO accordingly requests a
18 judicial determination of its rights, duties, and obligations regarding the '938 Patent.

19 99. A judicial declaration is necessary and appropriate so that ACCO may
20 ascertain its rights regarding the '938 Patent and defend against claims brought by
21 Defendant in the State Case.

22 **COUNT VIII**
23 **(Declaratory Judgment of Invalidation of the '938 Patent)**
24 **(ACCO v. PDP)**

25 100. Plaintiff ACCO re-alleges and incorporates by reference each preceding
26 paragraph as though fully re-stated herein.

27 101. Upon information and belief, Defendant purports to be the owner by
28 assignment of the '938 Patent and contends that the claims of the '938 Patent are valid.

1 102. The claims of the '938 Patent are invalid for failure to comply with one or
2 more provisions of Title 35 of the United States Code, including but not limited to 35
3 U.S.C. §§ 102, 103, and/or 112.

4 103. For at least the reasons explained in ACCO's October 14 Letter to
5 Defendant's counsel, which is incorporated fully by reference herein, the claims of the
6 '938 Patent are invalid at least under 35 U.S.C. §§ 102, 103, and/or 112.

7 104. The claims of the '938 Patent are also invalid at least under 35 U.S.C. §§ 102
8 and/or 103 in view of at least the prior art Mad Catz MLG Pro gaming controller, U.S.
9 Publication No. 2012/0142418, the Valve Steam Controller, and/or U.S. Patent No.
10 10,625,152.

11 105. An actual case or controversy exists regarding whether any of the claims of
12 the '938 Patent are valid.

13 106. Declaratory relief is appropriate and necessary to establish that the claims of
14 the '938 Patent are invalid and to avoid irreparable injury and damage to ACCO.

15 107. Pursuant to 28 U.S.C. §§ 2201 and 2202, ACCO is entitled to a declaratory
16 judgment that the claims of the '938 Patent are invalid.

17 **COUNT IX**
18 **(Declaratory Relief—Settlement Agreement)**
19 **(ACCO and BDA v. PDP)**

20 108. Plaintiffs re-allege and incorporate by reference paragraphs 1-31 as though
21 fully re-stated herein.

22 109. Defendant and BDA are parties to the Settlement Agreement dated April
23 2018.

24 110. Defendant has sued BDA and ACCO for breach of contract for failure to pay
25 certain royalties that allegedly accrued between January 2019 and October 2022 under
26 the Settlement Agreement based on the sale of certain video game controllers. Defendant
27 alleges that ACCO acquired BDA's assets and liabilities in 2020, including BDA's
28 obligation to pay these royalties under the Settlement Agreement.

1 No. 10,942,584 are invalid;

2 (e) That the Court enter a judgment declaring that ACCO has not infringed
3 and does not infringe any valid and enforceable claim of U.S. Patent No.
4 10,737,171;

5 (f) That the Court enter a judgment declaring that the claims of U.S. Patent
6 No. 10,737,171 are invalid;

7 (g) That the Court enter a judgment declaring that ACCO has not infringed
8 and does not infringe any valid and enforceable claim of U.S. Patent No.
9 10,874,938;

10 (h) That the Court enter a judgment declaring that the claims of U.S. Patent
11 No. 10,942,938 are invalid;

12 (i) That the Court enter a judgment declaring that Plaintiffs do not owe
13 Defendant any unpaid royalties under the Settlement Agreement;

14 (j) That the Court enter a judgment declaring that Plaintiffs did not
15 materially breach the Settlement Agreement by failing to pay royalties;

16 (k) That the Court declare that this case is exceptional under 35 U.S.C.
17 § 285 and award Plaintiff ACCO its attorneys' fees, costs, and expenses
18 incurred in this action;

19 (l) That the Court award Plaintiffs any and all other relief to which
20 Plaintiffs may show themselves to be entitled; and

21 (m) That the Court award Plaintiffs any other relief as the Court may deem
22 just, equitable, and proper.

23 **DEMAND FOR TRIAL BY JURY**

24 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand
25 trial by jury on all issues so triable.

