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11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 ImageSails, LLC

14 Plaintiff,

15 v.

16 NORTH SAILS GROUP LLC

17 Defendants.

Case No:

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

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1 **COMPLAINT FOR PATENT INFRINGEMENT**

2 Plaintiff ImageSails, LLC (“Plaintiff” or “ImageSails”), for its complaint against Defendant  
3 North Sails Group LLC (“North Sails”), hereby demands a jury trial and alleges as follows:

4 **NATURE OF ACTION**

5 1. This is an action for patent infringement of United States Patent No. 10,618,618 (“the  
6 ‘618 Patent”) (the “Patent-in-suit”), arising under the patent laws of the United States of America,  
7 Title 35 of the United States Code, and seeking damages and other relief under 35 U.S.C. § 271, *et*  
8 *seq.*

9 **PARTIES**

10 2. Plaintiff is a Florida company with headquarters at 1395 Brickell Avenue, Suite 800,  
11 Miami, FL 33131.

12 3. The inventor, Daniel Gohstand, assigned ownership of the patent to Plaintiff on  
13 September 3, 2024. The signed assignment contract is attached as Exhibit 1. The notice of  
14 recordation of assignment is attached as Exhibit 2.

15 4. Defendant North Sails is a corporation organized and existing under the laws of the  
16 state of Delaware.

17 5. Defendant North Sails merged with Quantum Sails and Doyle Sails as described here:  
18 [https://www.quantumsails.com/en/resources-and-expertise/news/ntg-adds-doyle-sails-and-quantum-](https://www.quantumsails.com/en/resources-and-expertise/news/ntg-adds-doyle-sails-and-quantum-sails-to-its-rost)  
19 [sails-to-its-rost](https://www.quantumsails.com/en/resources-and-expertise/news/ntg-adds-doyle-sails-and-quantum-sails-to-its-rost)

20 6. A screenshot of this website is also attached as Exhibit 3. This screenshot was taken on  
21 August 28, 2024.

22 7. Defendant has at least 1 place of business at 2526 Blanding Ave, Alameda, California  
23 94501. This location is an office of North Sails. An image of the location from  
24 <https://www.northsails.com/en-us/pages/sailloft-san-francisco-california-us> is attached as Exhibit 4.

25 8. On information and belief, there may be other corporate affiliates of North Sails who  
26 participated in the infringing acts complained of herein. The identities of such affiliates are currently  
27 unknown, because publicly available information does not permit the identification of each affiliate  
28 who participated in the infringing acts. Plaintiff expects the identities of such affiliates to be revealed

1 in discovery. Plaintiff reserves the right to amend this Complaint to name such affiliates, if necessary,  
2 once they have been revealed.

3 **JURISDICTION**

4 9. This is an action for infringement of claims of U.S. Patent No. 10,618,618, entitled  
5 “Sail Printing Process”, which was duly issued by the United States Patent and Trademark Office on  
6 April 14, 2020 (“the ‘618 patent”). A true and accurate copy of the ‘618 patent is attached as Exhibit  
7 5 to this Complaint.

8 10. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C. §§1331  
9 and 1338(a), because the claims arise under the patent laws of the United States, 35 U.S.C. §§1, *et*  
10 *seq.*

11 11. This court has personal jurisdiction over North Sails pursuant to 28 U.S.C. §§1400(b)  
12 because North Sails has a regular and established place of business in the Northern District of  
13 California, and has committed acts of infringement in the Northern District of California.

14 12. North Sails has a regular and established place of business in the Northern District of  
15 California because: (i) it does business in California, at 2526 Blanding Ave, Alameda, California  
16 94501, as shown in Exhibit 4.

17 13. On information and belief, North Sails has committed acts of infringement in the  
18 Northern District of California because North Sails has directly infringed the Asserted Claims by  
19 using the Accused Instrumentalities (as defined below) within California, including within this  
20 judicial district. On information and belief, North Sails has used the Accused Instrumentalities to  
21 provide data and services to individuals and businesses within California, and within this judicial  
22 district. For the reasons set forth below, such use directly infringes the Asserted Claims. Thus, North  
23 Sails is subject to specific personal jurisdiction in this district, because it has committed acts of  
24 infringement in California, and because Plaintiff’s claims arise out of such infringement.

25 **VENUE**

26 14. Venue is proper over the Defendant in this judicial district under 28 U.S.C. §§1391  
27 and/or 1400(b), for at least the following reasons:  
28

1 15. Venue is proper over North Sails because North Sails resides in this district, because  
2 North Sails's principal place of business is located in this district, at 2526 Blanding Ave, Alameda,  
3 California 94501. See 28 U.S.C. § 1400(b).

4 16. Venue is also proper over North Sails because: (i) North Sails has regular and  
5 established places of business in this district, including its principal place of business at 2526  
6 Blanding Ave, Alameda, California 94501; and (ii) on information and belief, North Sails has  
7 committed direct infringement in this district, including by using Accused Instrumentalities in  
8 connection with its provision of services to customers in this district, and/or by using Accused  
9 Instrumentalities directly within this district.

10 17. Thus, venue is proper over North Sails under 28 U.S.C. § 1400(b), because North Sails  
11 resides in this district, has committed acts of infringement in this district, and has regular and  
12 established places of business in this district.

13  
14 **INTRADISTRICT ASSIGNMENT**

15 18. This case is a patent infringement dispute that is appropriate for district-wide  
16 assignment. Assignment to the Oakland Division is appropriate because a substantial part of the  
17 events that gave rise to the claims asserted in this Complaint occurred in Alameda County.  
18

19 **THE ASSERTED PATENT**

20 19. Daniel Gohstand is the sole named inventor of the '618 patent.

21 20. On August 15, 2014, Daniel Gohstand filed with the United States Patent and  
22 Trademark Office ("USPTO") Provisional Patent Application no. 62/038,055 (the '055  
23 application) directed to his inventions. On August 17, 2015, Daniel Gohstand filed with the  
24 USPTO a non-provisional patent application, U.S. Patent Application No. 14/828,500 (the '500  
25 application), claiming priority to the '055 application. On February 14, 2019, Daniel Gohstand  
26 filed with the USPTO a non-provisional patent application, U.S. Patent Application No.  
27 16/267,076 (the '076 application), claiming priority to the '500 application. On April 14, 2020,  
28

1 the USPTO issued the '618 patent from the '076 application. The '618 patent is entitled "Sail  
2 Printing Process".

3 21. The '618 patent is valid and enforceable. The '618 patent claims patent-eligible matter.

4 22. "Claims 1 and 2 of the conflicted U.S. Patent No. 10,196,119 to Gohstand and the  
5 pending claims 1-4 and 6-13 are claiming a common subject matter. However, the Terminal  
6 Disclaimer filed on Nov. 25, 2019 has overcome an Obviousness-Type Double Patenting  
7 Rejection. There was no other prior art that suggested a modification with the cited prior art so  
8 as satisfy the combination of pending claims". This is from the December 9, 2019 "Notice of  
9 Allowance and Fees Due (PTOL-85)", pdf page 6, in the prosecution of the '618 patent, and  
10 can be found here:

11 <https://patentcenter.uspto.gov/applications/16267076/ifw/docs?application=>

12 23. The December 9, 2019 "Notice of Allowance and Fees Due (PTOL-85)" is attached as  
13 Exhibit 6 to the Complaint.

14 24. The patentee and the U.S. patent and trademark office reviewed the prior art regarding a  
15 sail printing process. The U.S. patent and trademark office found the quoted section above  
16 (paragraph 22) to not be disclosed in the prior art, and so claims 1-4 and 6-13 disclose the  
17 inventive concept of the '618 patent.

18 25. In addition, the inventor of the '618 patent, Daniel Gohstand, has made a Declaration,  
19 attached to this Complaint, stating that North Sails employees recognized the innovation of this  
20 invention, and were aware of this invention since at least 2015.

21 26. North Sails has actual knowledge of the '500 application at least as of February 16,  
22 2015, when they learned of it at the event Strictly Sail Miami, as disclosed in the attached  
23 Declaration of Daniel Gohstand. North Sails also was informed of the patent on July 13, 2018  
24 when an email regarding the '500 application was sent to North Sails.

25 27. A copy of this July 13, 2018 email and the July 13, 2018 email from North Sails  
26 acknowledging the email are attached as Exhibit 7 to this Complaint.

27 28. North Sails was aware of Plaintiff's existence, and so might have been aware of the  
28 '500 application even earlier than these dates.

1 29. Doyle Sails (which is now part of North Sails) has actual knowledge of the '618 patent  
2 at least as of July 19, 2021 when an email regarding this patent was sent to Doyle Sails. It's  
3 also possible Doyle Sails learned about the '500 application at the Strictly Sail event in Miami  
4 on February 16, 2015 as well.

5 30. A copy of this July 19, 2021 email is attached as Exhibit 8 to this Complaint.

6 31. A copy of an email from Doyle Sails sent over email on August 4, 2021 acknowledging  
7 the email is attached as Exhibit 9 to this Complaint. The attachment to this August 4, 2021  
8 email is attached as Exhibit 10 to this Complaint.

9 32. Quantum Sails (which is now part of North Sails) had knowledge of the Plaintiff's  
10 existence at least as early as December 4, 2015 when an email regarding this patent was sent to  
11 Quantum Sails. It's also possible Quantum Sails learned about the '500 application at the  
12 Strictly Sail event in Miami on February 16, 2015 as well.

13 33. A copy of this December 4, 2015 email and a December 4, 2015 email from Quantum  
14 Sails acknowledging the email is attached as Exhibit 11 to this Complaint.

15 34. The entire right, title, and interest in and to the '618 patent, including all rights to past  
16 damages, is assigned to ImageSails.

17 35. The asserted claims of the '618 patent are method claims. One of these is claim 1, an  
18 independent method claim. Claim 1 is reproduced below:

19 A method for printing high-resolution images to wind-catching fabrics without compromising  
20 the performance of the wind-catching fabrics comprising:

21 identifying the size and shape of the wind-catching fabric;

22 selecting at least one image to print to the wind-catching fabric;

23 using image editing software to size the image to the proportions of the wind-catching fabric;

24 using image editing software to edit and prepare the image for three-dimensional software  
25 editing;

26 exporting a two-dimensional copy of the at least one image from the image editing software;

27 importing a three-dimensional image file with all geometric features of the wind-catching  
28 fabric, including a 1:1 dimension ratio and curvature of the wind-catching fabric;

1 importing the two-dimensional copy of the at least one image on the three-dimensional image  
2 file corresponding to the dimensions of the wind-catching fabric;  
3 defining the size of the panels to include overlapping sections and margins for printing;  
4 placing key lines on the at least one image;  
5 exporting the panels as individual digital image files;  
6 printing the image of the individual digital image files to the wind-catching fabric using a  
7 large-format digital printer, forming printed panels;  
8 cutting the printed panels; and  
9 sewing the panels together with a sailmaker's loom.

10 36. All the lines of claim 1 disclose the inventive concept of the '618 patent. Furthermore,  
11 at the time of filing the '055 application, there was nothing like it in the marketplace.

12 37. One example of the results of the method in claim 1 of the '618 patent is shown in  
13 Exhibit 12, which shows photos of a sail that was printed on using the method in claim 1 of the '618  
14 patent. These photos are from February 2015 at the Strictly Sail Miami event. The phrase "patent  
15 pending" can be seen in the photos.

16 38. Plaintiff also printed various postcards in February 2015, attached as Exhibit 13. The  
17 receipt for the order to print these postcards is attached as Exhibit 14.

18  
19 **DEFENDANT'S INFRINGING USE**

20 39. On information and belief, North Sails and/or its affiliates, have directly infringed  
21 Claim 1 of the '618 patent, by making, using, selling and offering to sell, and by inducing and  
22 contributing to others' infringement through their sales, offers for sale, and use of , and other  
23 products depicted on Defendant's websites and sold on third party websites ("the Accused  
24 Products") within the United States, all without authorization or license from Plaintiff within  
25 the United States, less than six years before the filing of this Complaint, and prior to the August  
26 17, 2035 expiration date of the '618 patent (the "Relevant Time Period").

27 40. Multiple charts providing exemplary evidence of infringement of the '618 patent are  
28 attached to this Complaint as Exhibits 15-17.



1 41. The attached Declaration of Daniel Gohstand further explains how Defendant has  
2 infringed Claim 1 of the '618 patent.

3  
4 **FIRST CLAIM FOR RELIEF**

5 **(Infringement of the '618 Patent)**

6 42. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-41  
7 above as if fully set forth herein and further alleges:

8 43. North Sails has committed direct infringement of each Asserted Claim of the '618  
9 patent, in violation of 35 U.S.C. § 271(a), by performing all the steps of each Asserted Claim in  
10 the U.S., during the Relevant Time Period.

11 44. Defendant has infringed and continue to infringe one or more of the claims of the '618  
12 Patent by making, using, selling and offering to sell, and by inducing and contributing to  
13 others' infringement through their sales, offers for sale, and use of the Accused Products, all  
14 without authorization or license from Plaintiff. Multiple charts providing exemplary evidence  
15 of infringement of the '618 patent are attached to this Complaint as Exhibits 15-17.

16 45. On information and belief, Plaintiff alleges Defendant has been, and is currently,  
17 infringing the '618 patent in violation of 35 U.S.C. § 271. Defendant's acts of infringement  
18 include direct infringement and infringement under the Doctrine of Equivalents.

19 46. Defendant has continued their infringement despite having notice of the '618 Patent and  
20 despite continuous efforts by Plaintiff to work together for their mutual benefit. Defendant has  
21 committed and is committing willful and deliberate patent infringement. On information and  
22 belief Plaintiff alleges Defendant's acts of willful and deliberate infringement will continue  
23 after service of this Complaint, rendering this case appropriate for treble damages under 35  
24 U.S.C. §284 and making this an exceptional case under 35 U.S.C. §285.

25 47. Defendant has indirectly infringed and continues to infringe at least claim 1 of the '618  
26 patent by inducement under 35 U.S.C. 271(b). Defendant has induced and continues to induce  
27 users and retailers of the Accused Products to directly infringe at least claim 1 of the '618  
28 patent.

1 48. Upon information and belief, Defendant knowingly induced customers to use its  
2 Accused Products, including, for example, by promoting such products online (e.g.,  
3 www.NorthSails.com) and/or providing customers with instructions and/or manuals for using  
4 the Accused Products. Likewise, Defendant knowingly induced retailers to market and sell the  
5 Accused Products.

6 49. On information and belief, Defendant has contributed to the infringement of at least  
7 claim 1 of the '618 patent by the use and/or importation of the Accused Products in violation of  
8 35 U.S.C. § 271(c).

9 50. Plaintiff is informed and believes, and on that basis alleges, that Defendant has gained  
10 profits by virtue of their infringement of the '618 Patent.

11 51. Defendant's acts of infringement are and have been without Plaintiff's permission,  
12 consent, authorization or license. Defendant's acts of infringement have caused and continue  
13 to cause damage to Plaintiff. Plaintiff is entitled to recover from Defendant the damages  
14 sustained by Plaintiff as a result of Defendant's wrongful acts, together with interest and costs  
15 as fixed by this Court under 35 U.S.C. §284.

16 52. As a direct and proximate result of Defendant's infringement of the '618 Patent,  
17 Plaintiff has, and will suffer, monetary damages and irreparable injury. Plaintiff's monetary  
18 damages include, without limitation, lost profits or the right to recover a reasonable royalty.  
19 Plaintiff's contractors (employed to render products) have also lost business due to Defendant's  
20 infringement. Plaintiff has also lost personal and artistic acknowledgment due to Defendant's  
21 infringement. Furthermore, unless Defendant is enjoined by this Court from continuing its  
22 infringement of the '618 Patent, Plaintiff has, and will suffer, additional irreparable damages  
23 and impairment of the value of its patent rights. Thus, an injunction against further  
24 infringement is appropriate.

25  
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays judgment against each Defendant as follows:

28 A. That the Defendant has infringed and is infringing the '618 Patent;

- 1 B. That such infringement is willful;
- 2 C. That defendant be ordered to pay Plaintiff damages caused by said Defendant's
- 3 infringement of the '618 Patent and that such damages be trebled in accord with 35
- 4 U.S.C. § 284, together with interest thereon;
- 5 D. That this case be declared exceptional pursuant to 35 U.S.C. § 285 and that Plaintiff be
- 6 awarded reasonable attorney's fees and costs; and
- 7 E. That Plaintiff shall have such other and further relief as this Honorable Court may deem
- 8 just and proper.
- 9

10 **DEMAND FOR JURY TRIAL**

11 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, ImageSails, LLC,

12 hereby demands a jury trial on *all* of its claims, causes of action and issues that are triable by jury.

13

14 Dated: October 14, 2024

**MURTHY PATENT LAW INC.**

15

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