

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

MATHEWS ARCHERY, INC.

Plaintiff,

v.

VIPER SIGHTS, INC. d/b/a VIPER
ARCHERY PRODUCTS

Defendant.

Civil Action No. _____

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Mathews Archery, Inc. (“Mathews”), by and through its attorneys, for its Complaint against Defendant Viper Sights, Inc. d/b/a Viper Archery Products (“Viper”) alleges as follows:

THE PARTIES

1. Mathews is a corporation organized under the laws of the State of Wisconsin and has a principal place of business at 919 River Road, Sparta, WI 54656.

2. On information and belief, Viper is a corporation organized under the laws of the State of Pennsylvania with a principal place of business located at 758 Uplinger Road, Brookville, PA 15825, and additional facilities at 494 Service Center Rd. in Brookville, PA 15825.

3. On information and belief, Viper may be served with process through its registered office at: 758 Uplinger Road, Brookville, PA 15825.

JURISDICTION AND VENUE

4. This Court has original subject-matter jurisdiction over the entire action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because Plaintiff's claim arises under an Act of Congress relating to patents, namely, 35 U.S.C. § 271.

5. Viper is subject to this Court's personal jurisdiction at least because it resides in and engages in continuous and systematic business within this judicial district including maintaining a principal place of business in the state of Pennsylvania at 758 Uplinger Road, Brookville, PA 15825 and additional facilities at 494 Service Center Rd. in Brookville, PA 15825.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(1) because, on information and belief, Viper resides in the Western District of Pennsylvania. Viper's principal place of business is in the Western District of Pennsylvania, and Viper is subject to personal jurisdiction in Pennsylvania as set forth above, thereby making Viper a resident of this district under 28 U.S.C. § 1391(c)(2).

BACKGROUND

I. Mathews

7. Mathews was founded in 1992 by Matt McPherson and is renowned for its high-performance compound bows and archery accessories. Mathews is a well-known innovator in the archery industry. For example, Mathews first revolutionized the industry with the introduction of its SoloCam technology, which significantly improved compound bow accuracy, speed, and stealth. Prior to the SoloCam, the tuning of a compound bow depended on keeping the bow's two cams in sync. Mathews' SoloCam technology eliminated that problem by, in part, using a novel idler wheel arrangement, while also creating a lighter, smoother, and more forgiving bow setup.

One industry publication has stated that “Matt McPherson’s SoloCam technology is unquestionably one of most innovative ideas bowhunting has ever seen.”¹

8. Mathews has continued this legacy of innovation, and holds a number of patents, including multiple design patents on a novel stabilizer design for bows.

A. Mathews’ ’588 Patent

9. One such innovation from Mathews relates to bows designed to accommodate archery accessories. U.S. Patent No. 11,885,588 (the “’588 Patent”) addresses a problem where repeated removal and reinstallation of an archery accessory leads to the specific placement and orientation of the accessory changing with respect to the bow. These small changes can have an outsize negative impact on performance because the placement and orientation of certain bow accessories directly impacts accuracy—which is of critical importance to bowhunters.

10. The ’588 Patent addresses this problem by including one or more apertures in the riser of the bow configured to accommodate archery accessories. The interaction between the accessory and the receiving aperture allows for precise control of accessory placement and orientation. An annotated version of FIG. 1 from the ’588 Patent is copied below with the riser highlighted in yellow and the accessory highlighted in red to show their interaction in the patented system.

¹ See Jeff Waring, *Celebrating 30 Years of Mathews Archery*, December 07, 2022, <https://www.bowhunter.com/editorial/30-years-mathews-archery/466981#replay>.

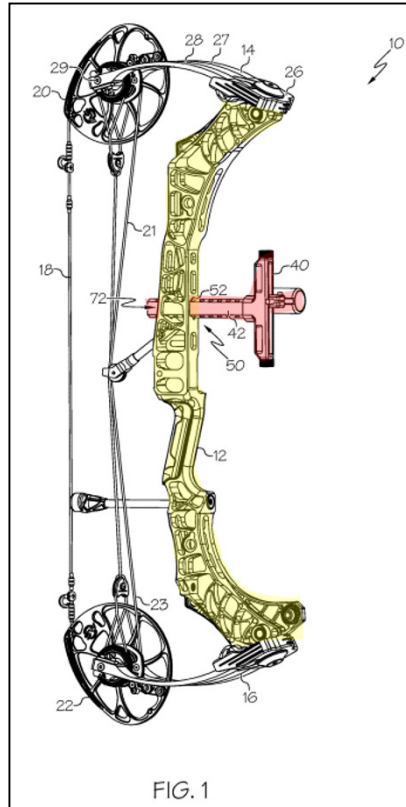


Figure 1. Annotated copy of FIG. 1 of the '588 Patent with riser 12 highlighted in yellow and accessory 40 highlighted in red.

11. The technology of the '588 Patent advantageously allows for a bow accessory to consistently be removed and reinstalled in the same precise location and thus avoid undesired changes in accessory placement and orientation. Besides the '588 Patent, Mathews is pursuing additional patent protection for this technology in other applications currently pending before the United States Patent and Trademark Office.

B. Mathews' Bridge-Lock™ Stabilizer

12. In addition to bows, Mathews sells accessories designed to work with the patented system described above. One example is a stabilizer. This accessory is designed to improve the balance and stability of the bow, enhancing the user's accuracy and consistency. For example, the stabilizer acts as a counterbalance to the bow, making it steadier and easier to aim. As another

example, the stabilizer absorbs vibrations generated when the arrow is released, reducing noise and minimizing hand shock.

13. Mathews' novel stabilizer has a bar with top and bottom rails with a distinct ornamental design. Most archery bow stabilizer bar rails tend to be round and screw into the bow:



Figure 2. Exemplary stabilizers with dampers/damper housings greyed out to highlight the round stabilizer bars with ends designed to be screwed into the bow.

14. In contrast, Mathews developed a design with a completely different ornamental appearance that works with its patented bow technology discussed above. Mathews sells its stabilizer under the trademark "Bridge-Lock." The Mathews Bridge-Lock™ Stabilizer, with its ornamental archery bow stabilizer bar having the distinct top and bottom rail designs shown below, was released in 2022 and quickly became a commercial success.

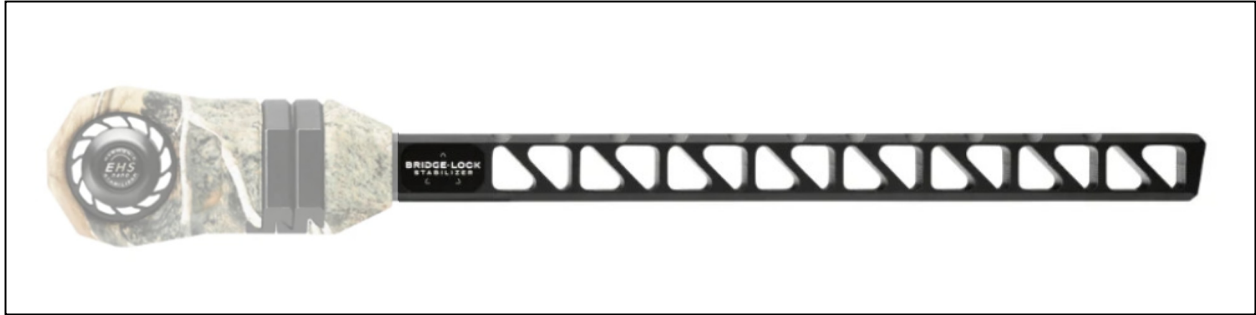


Figure 3. Example of Mathews Bridge-Lock Stabilizer taken from Mathews' website at <https://mathewsinc.com/products/bridge-lock-stabilizer> (last accessed 12/26/24) with the damper and damper housing greyed out to highlight the top and bottom rails of the archery bow stabilizer bar.

15. Mathews has obtained multiple design patents on its Bridge-Lock™ Stabilizer accessory, including U.S. Design Patent Nos. D1,049,295 (Exhibit A), D1,049,293 (Exhibit B), and D1,049,294 (Exhibit C) (the “Asserted Patents”).

16. Mathews provides notice that its products are patented, including the Mathews Bridge-Lock™ Stabilizer, at <https://patents.mathewsinc.com/>.

II. Viper

17. Viper sells archery products through multiple channels, including from its website at <https://viperarcheryproducts.com/>.

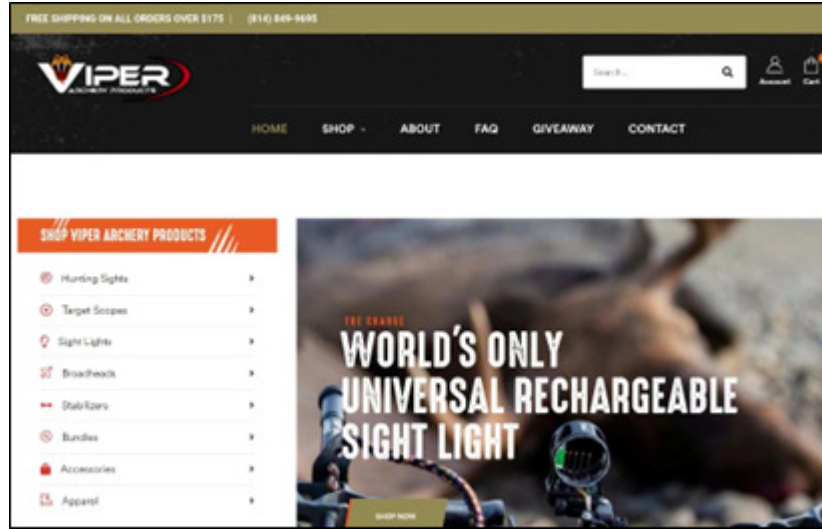


Figure 4. Screenshot of Viper Archery Products homepage taken from <https://viperarcheryproducts.com/> (last accessed 12/26/24).

A. Viper’s Knockoff Stabilizer Design

18. One product sold by Viper is a line of knockoff stabilizers for use with Mathews’ patented bows, which it calls the “Dovetail Riser Stabilizer.” Below is a side-by-side comparison of the Viper Knockoff Stabilizer (left) and the Mathews Bridge-Lock™ Stabilizer (right) showing the similarities between the products.

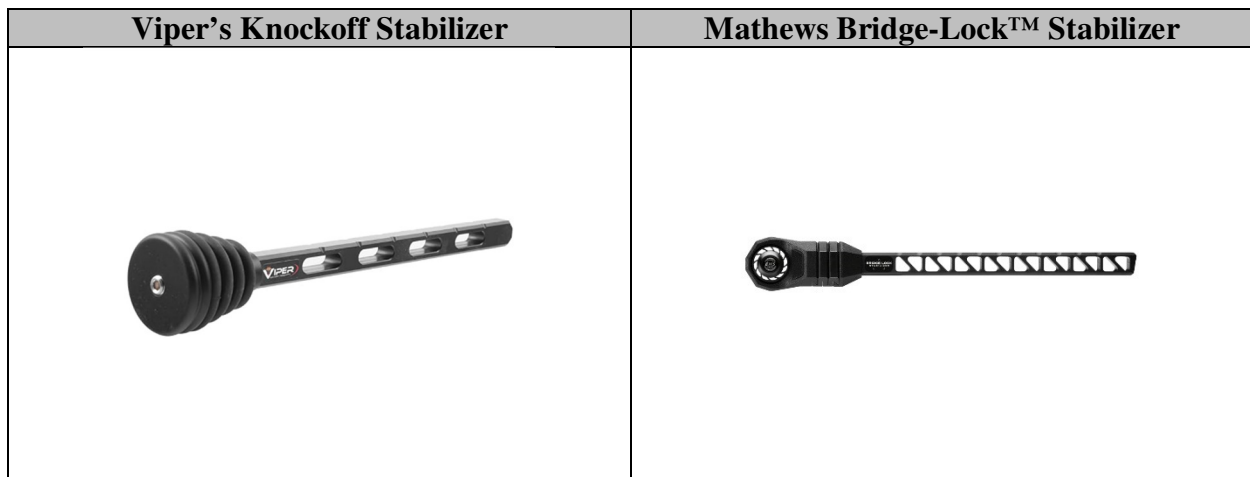


Figure 5. Viper’s “Dovetail Riser Stabilizer” (left) taken from <https://viperarcheryproducts.com/product/dovetail-riser-stabilizer/> (last accessed 12/26/24) and Mathews’ Bridge-Lock Stabilizer (right) taken from <https://mathewsinc.com/products/bridge-lock-stabilizer> (last accessed 12/26/24).

19. The product description of Viper's Dovetail Riser Stabilizer advertises that it is "[m]ade specifically for Mathews Bridge-Lock riser technology."² Viper sells the Dovetail Riser Stabilizer in 8-, 10-, and 12-inch models (the "Viper Accused Products").

20. Upon information and belief, Viper was aware of the Mathews Bridge-Lock™ Stabilizer design when it made the Viper Accused Products.

21. Upon information and belief, Viper made the Viper Accused Products by copying elements of the Mathews Bridge-Lock™ Stabilizer design.

22. Viper uses the prefix "MBL" on its product packaging for the infringing Dovetail Riser Stabilizer products. Upon information and belief, the "MBL" on the Viper product packaging is an acronym for Mathews Bridge-Lock.³

² See Lancaster Archery Supply, *Viper Dovetail Stabilizer (10")*, https://lancasterarchery.com/products/viper-dovetail-stabilizer-10?variant=42391670653114&country=US¤cy=USD&gad_source=1&gclid=CjwKCAiAyJS7BhBiEiwAyS9uNSV3Le7YJBDVpG9Wpr_R7C_J3eNh0PDC5X01bO5IZbpxkXgpA_y2sBoCvHQQA_vD_BwE.

³ Upon information and belief, the number following the "MBL" prefix refers to the length of the Stabilizer in inches (this is further supported by the use of the term "MBL Stabilizer Sizes" on the Dovetail Riser Stabilizer product page on the Viper website including 8, 10, and 12 inches).



Figure 6. Photographs of the 10-inch Viper Dovetail Stabilizer annotated to highlight the reference to “MBL-10.”

23. On its website, Viper similarly advertises the Dovetail Riser Stabilizers using the term “MBL Stabilizer Sizes.” Upon information and belief, “MBL” in the term “MBL Stabilizer Sizes” is an acronym for Mathews Bridge-Lock. Additionally, as discussed above, product descriptions of the Viper Accused Products state that they are “[m]ade specifically for Mathews Bridge-Lock riser technology.”

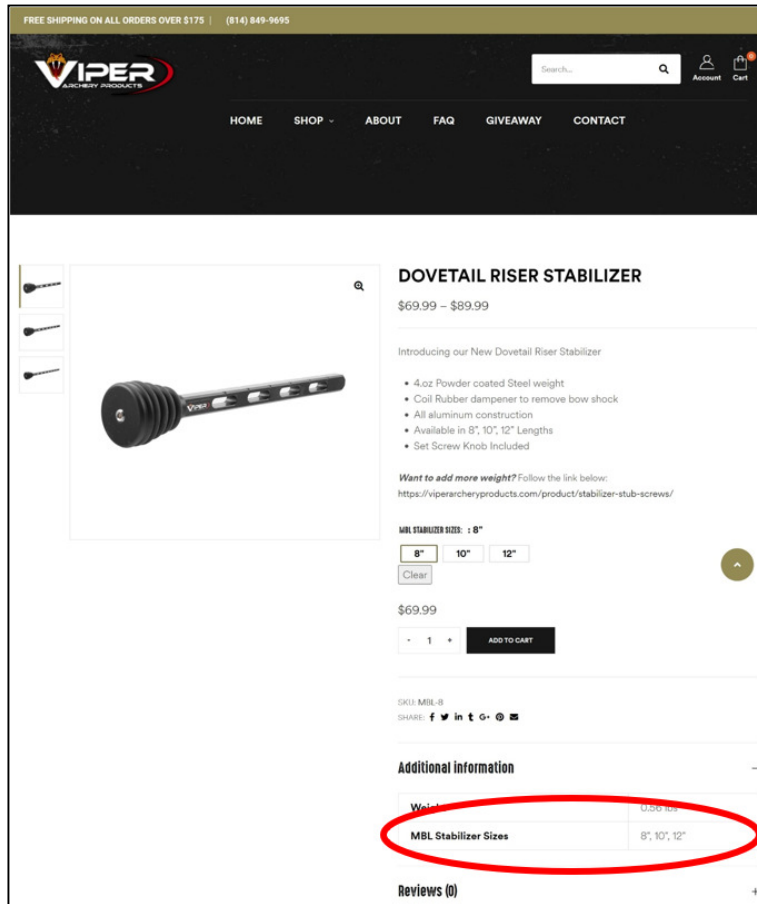


Figure 7. Screenshot from the Viper website at <https://viperarcheryproducts.com/product/dovetail-riser-stabilizer/> (last accessed 12/26/24) showing the term “MBL Stabilizer Sizes.”

A. Viper’s Knowledge of the Asserted Patents

24. Mathews first became aware of the Viper Accused Products at the 2023 Archery Trade Association (“ATA”) Trade Show where they were being exhibited by Viper. In a January 12, 2023 Letter, Mathews promptly informed Viper of the “uncanny resemblance” of the Viper Accused Products to the Mathews Bridge-Lock™ Stabilizer and informed Viper that Mathews had intellectual property rights in its stabilizers. Less than a month later, in a letter dated February 3, 2023, Mathews specifically informed Viper that “there are at least 10 pending applications protecting numerous inventions associated with stabilizers, including the Bridge-Lock

Stabilizer”—going on to specify that the 10 pending applications included “7 design and 3 utility applications.” The Asserted Patents were pending at the time of the February 3, 2023 letter.

25. Further, Mathews provides notice of its patent rights for its products at <https://patents.mathewsinc.com/>. The Mathews Bridge-Lock™ Stabilizer notice is as follows:

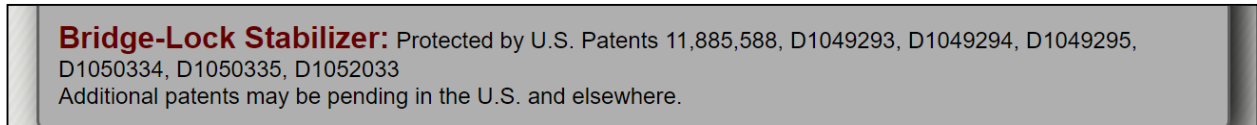


Figure 8. Excerpt from <https://patents.mathewsinc.com/> (last accessed 12/26/24) showing the entry for the “Bridge-Lock Stabilizer” which includes the Asserted Patents.

26. Thus, Viper knew or should have known that the Mathews’ Bridge-Lock™ Stabilizer design was protected by one or more of the Asserted Patents shortly after their issuance. Further, Viper knew or should have known that the Viper Accused Products infringed the Asserted Patents.

COUNT I: INFRINGEMENT OF U.S. DESIGN PATENT NO. D1,049,295

27. Mathews incorporates by reference the allegations in Paragraphs 1-26 above.

28. Mathews Archery, Inc. is the owner by assignment of the ’295 Patent.

29. The ’295 Patent was duly and legally issued on October 29, 2024.

30. The ’295 Patent protects the ornamental design of the top rail of the archery bow stabilizer bar.

31. An exemplary figure from the ’295 Patent is shown below with solid lines delineating the claimed design:

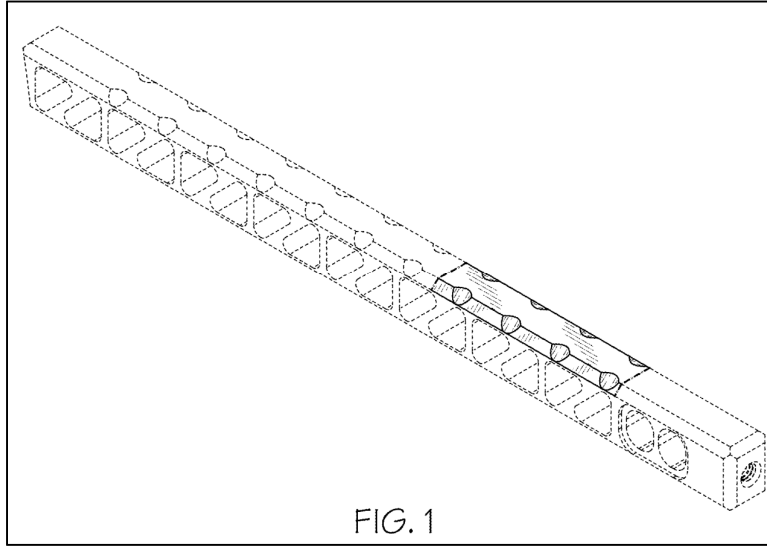


Figure 9. Figure 1 from the '295 Patent.

32. The Mathews' Bridge-Lock™ Stabilizer embodies the claimed ornamental design of the '295 Patent:

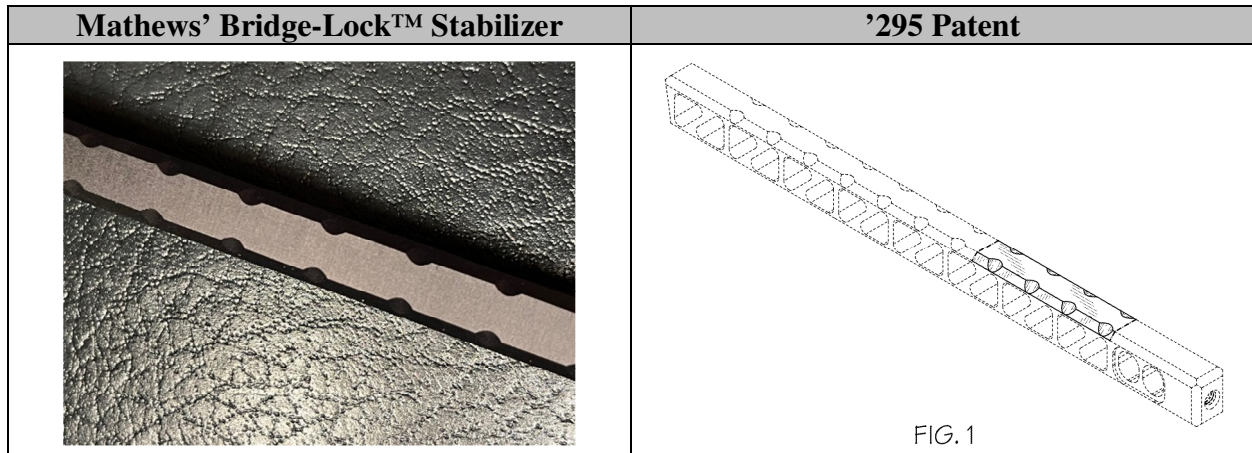

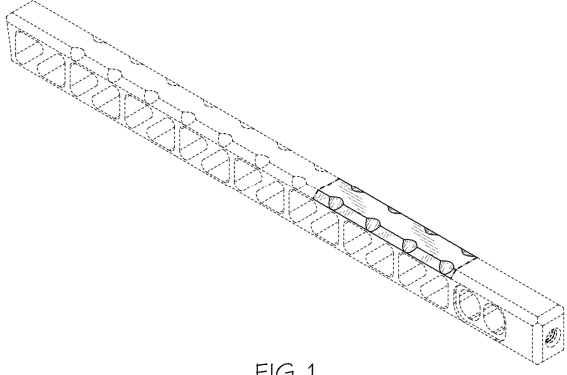





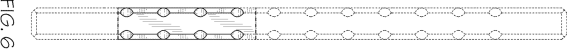


Figure 10. Top view (left) of the Mathews' Bridge-Lock™ Stabilizer; FIG. 1 of the '295 Patent (right).

33. Viper has and/or continues to make, import, sell, and/or offer to sell the Viper Accused Products which an ordinary observer would believe are substantially similar to the design claimed by the '295 patent.

Exemplary Viper Accused Product	'295 Patent
	 <p data-bbox="1088 604 1153 634">FIG. 1</p>
	 <p data-bbox="1079 779 1144 808">FIG. 2</p>
	 <p data-bbox="1088 1066 1153 1096">FIG. 3</p>
	 <p data-bbox="836 1304 868 1354">FIG. 6</p>

34. Viper does not have a license to practice the designs claimed in the '295 patent.

35. Viper makes, imports, sells, and/or offers for sale the Viper Accused Products, thereby infringing the '295 patent.

36. Upon information and belief, based at least on Viper's knowledge of Mathews' design patents through its dealings with Mathews following the 2023 ATA Tradeshow (*e.g.*, at

least the January 12 and February 3 letters), Viper had actual knowledge of the '295 patent and that its acts of importing, marketing, advertising, selling, and/or offering for sale the Viper Accused Products constituted infringement of the '295 patent.

37. Upon information and belief, based on at least Viper's business of providing the Viper Accused Products that are "[m]ade specifically for Mathews Bridge-Lock riser technology," and/or Viper's inclusion of the "MBL" acronym on its product packaging, Viper was aware of the Mathews' Bridge-Lock™ Stabilizer. Upon information and belief, based on Mathews providing information regarding patent protection for the Mathews' Bridge-Lock™ Stabilizer on its website, combined with Mathews informing Viper via letter of the existence of patent applications on its stabilizer design, Viper was aware of, or at the very least should have been aware of, the '295 Patent and was knowingly infringing the same when making, importing, selling, and/or offering for sale the Viper Accused Products. Viper unquestionably has been aware of the '295 Patent since the service of this Complaint upon Viper.

38. Accordingly, upon information and belief as described above, Viper has engaged in acts that infringe the '295 patent with knowledge that, and/or willful blindness to the fact that, the Viper Accused Products infringe the '295 Patent; has disregarded an objectively high likelihood of infringement of the '295 patent; and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of Mathews' rights.

39. Viper's conduct, including its infringement of the '295 patent is exceptional and entitles Mathews to attorney's fees and costs under 35 U.S.C. § 285.

40. At least by virtue of serving this Complaint and because Viper knew or should have known of the '295 Patent as discussed above, Viper has been on notice of the infringement of the

'295 patent, and its infringement has been and continues to be willful and egregious, entitling Mathews to enhanced damages in accordance with 35 U.S.C. § 284.

41. As a direct and proximate result of the foregoing acts, Mathews has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Mathews is entitled to recover all damages sustained on account of Viper's infringement, and/or a disgorgement of all gains, profits and advantages obtained by Viper, pursuant to 35 U.S.C. §§ 284 and 289.

42. Mathews has been irreparably harmed. For example, Viper's introduction of knock-offs to compete with Mathew's unique design harms Mathews' reputation as an innovator and reduces the distinctiveness of Mathews' brand. As a result of Viper's actions, rather than identifying Mathews' unique design with only Mathews, the distinctiveness is blurred in the minds of consumers. Mathews has also lost customer relationships that it would have had but for Viper's infringement.

COUNT II: INFRINGEMENT OF U.S. DESIGN PATENT NO. D1,049,293 (the "'293 Patent)

43. Mathews incorporates by reference the allegations in Paragraphs 1-42 above.

44. Mathews Archery, Inc. is the owner by assignment of the '293 Patent.

45. The '293 Patent was duly and legally issued on October 29, 2024.

46. The '293 Patent protects the ornamental design of the top and bottom rails of the archery bow stabilizer bar.

47. An exemplary figure from the '293 Patent is shown below with solid lines delineating the claimed design:

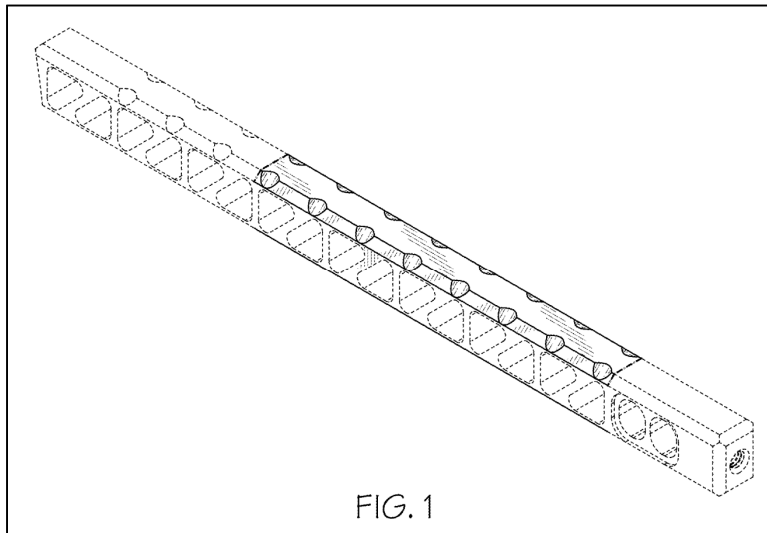


Figure 11. Figure 1 from the '293 Patent.

48. The Mathews' Bridge-Lock™ Stabilizer embodies the claimed ornamental design of the '293 Patent:

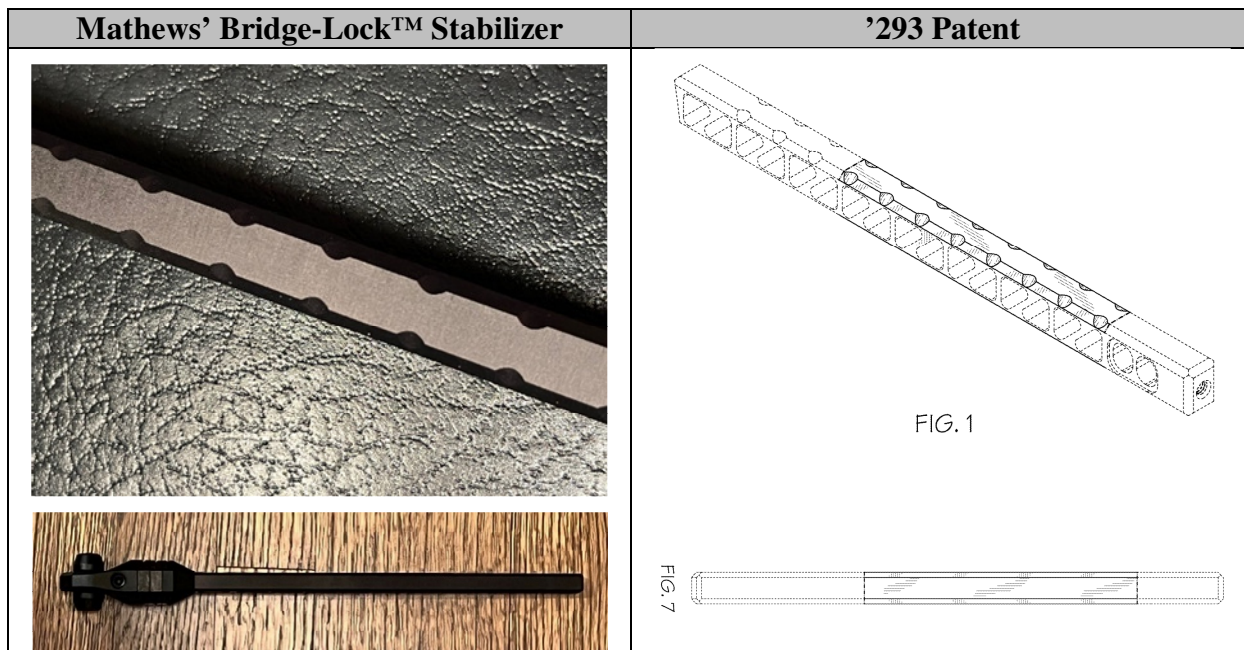

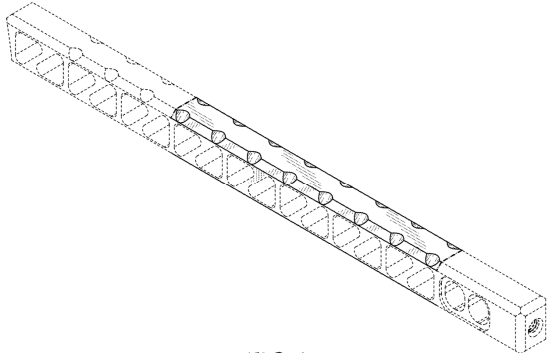

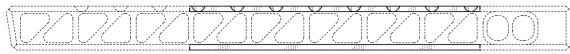

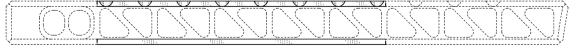

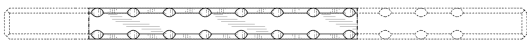

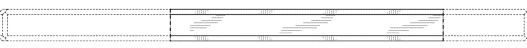


Figure 12. Top view (left top) and bottom view (left bottom) of the Mathews' Bridge-Lock™ Stabilizer; FIG. 1 of the '293 Patent (top right) and FIG. 7 of the '293 Patent (bottom right).

49. Viper has and/or continues to make, import, sell, and/or offer to sell the Viper Accused Products which an ordinary observer would believe are substantially similar to the design claimed by the '293 patent.

Exemplary Viper Accused Product	'293 Patent
	 <p data-bbox="1089 810 1154 835">FIG. 1</p>
	 <p data-bbox="1094 1016 1149 1041">FIG. 2</p>
	 <p data-bbox="1094 1236 1149 1262">FIG. 3</p>
	 <p data-bbox="834 1394 862 1451">FIG. 6</p>
	 <p data-bbox="834 1629 862 1686">FIG. 7</p>

50. Viper does not have a license to practice the designs claimed in the '293 patent.

51. Viper makes, imports, sells, and/or offers for sale the Viper Accused Products, thereby infringing the '293 patent.

52. Upon information and belief, based at least on Viper's knowledge of Mathews' design patents through its dealings with Mathews following the 2023 ATA Tradeshow (*e.g.*, at least the January 12 and February 3 letters), Viper had actual knowledge of the '293 patent and that its acts of importing, marketing, advertising, selling, and/or offering for sale the Viper Accused Products constituted infringement of the '293 patent.

53. Upon information and belief, based on at least Viper's business of providing the Viper Accused Products that are "[m]ade specifically for Mathews Bridge-Lock riser technology," and/or Viper's inclusion of the "MBL" acronym on its product packaging, Viper was aware of the Mathews' Bridge-Lock™ Stabilizer. Upon information and belief, based on Mathews providing information regarding patent protection for the Mathews' Bridge-Lock™ Stabilizer on its website, combined with Mathews informing Viper via letter of the existence of patent applications on its stabilizer design, Viper was aware of, or at the very least should have been aware of, the '293 Patent and was knowingly infringing the same when making, importing, selling, and/or offering for sale the Viper Accused Products. Viper unquestionably has been aware of the '293 Patent since the service of this Complaint upon Viper.

54. Accordingly, upon information and belief as described above, Viper has engaged in acts that infringe the '293 patent with knowledge that, and/or willful blindness to the fact that the Viper Accused Products infringe the '293 Patent; has disregarded an objectively high likelihood of infringement of the '293 patent; and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of Mathews' rights.

55. Viper's conduct, including its infringement of the '293 patent is exceptional and entitles Mathews to attorney's fees and costs under 35 U.S.C. § 285.

56. At least by virtue of serving this Complaint and because Viper knew or should have known of the '293 Patent as discussed above, Viper has been on notice of the infringement of the '293 patent, and its infringement has been and continues to be willful and egregious, entitling Mathews to enhanced damages in accordance with 35 U.S.C. § 284.

57. As a direct and proximate result of the foregoing acts, Mathews has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Mathews is entitled to recover all damages sustained on account of Viper's infringement, and/or a disgorgement of all gains, profits and advantages obtained by Viper, pursuant to 35 U.S.C. §§ 284 and 289.

58. Mathews has been irreparably harmed. For example, Viper's introduction of knock-offs to compete with Mathew's unique design harms Mathews' reputation as an innovator and reduces the distinctiveness of Mathews' brand. As a result of Viper's actions, rather than identifying Mathews' unique design with only Mathews, the distinctiveness is blurred in the minds of consumers. Mathews has also lost customer relationships that it would have had but for Viper's infringement.

COUNT III: INFRINGEMENT OF U.S. DESIGN PATENT NO. D1,049,294

59. Mathews incorporates by reference the allegations in Paragraphs 1-58 above.

60. Mathews Archery, Inc. is the owner by assignment of the '294 Patent.

61. The '294 Patent was duly and legally issued on October 29, 2024.

62. The '294 Patent protects the ornamental design of the top and bottom rails (profiles) of the archery bow stabilizer bar.

63. An exemplary figure from the '294 Patent is shown below with solid lines delineating the claimed design:

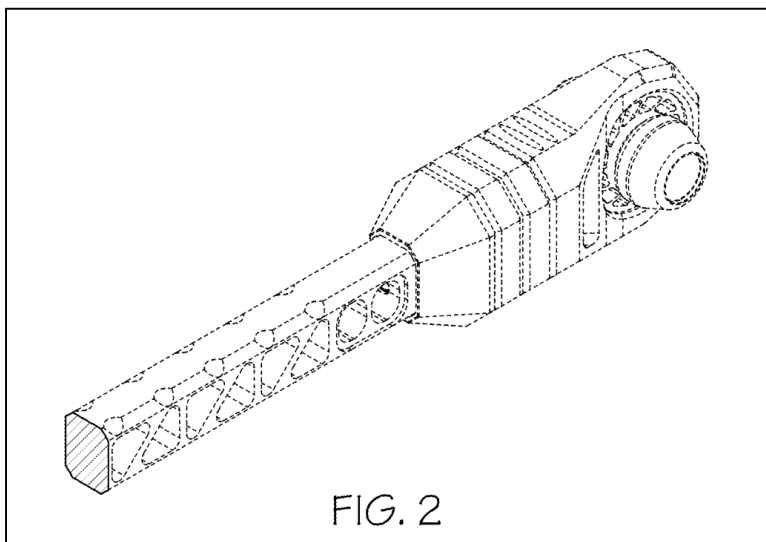

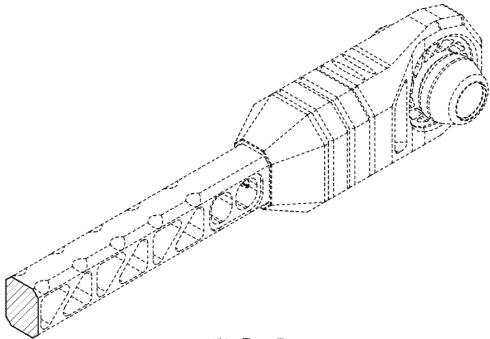


Figure 13. Figure 2 from the '294 Patent.

64. The Mathews' Bridge-Lock™ Stabilizer embodies the claimed ornamental design of the '294 Patent:

Mathews' Bridge-Lock™ Stabilizer	'293 Patent
	

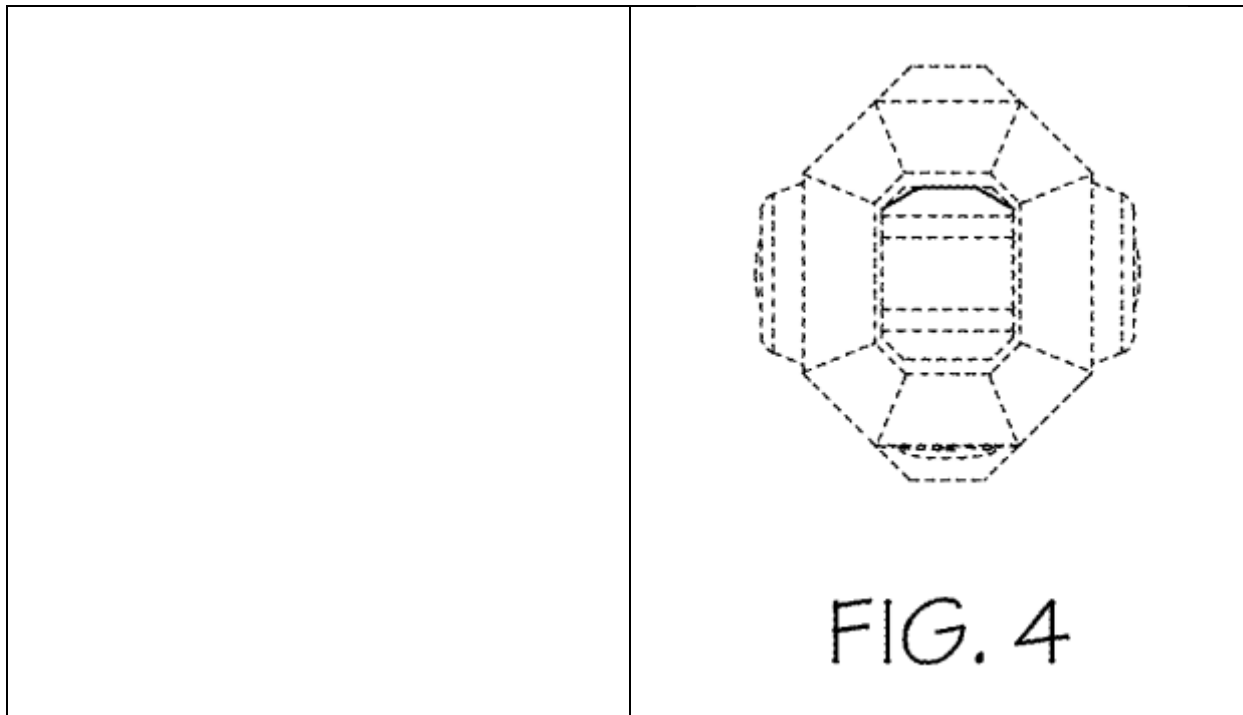

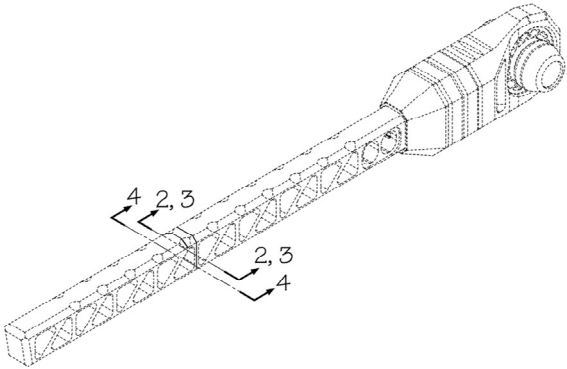


Figure 14. Top view (left) of the Mathews' Bridge-Lock™ Stabilizer; FIG. 2 of the '294 Patent (top right) and FIG. 4 of the '294 Patent (bottom right).

65. Viper has and/or continues to make, import, sell, and/or offer to sell the Viper Accused Products which an ordinary observer would believe are substantially similar to the design claimed by the '294 patent.

Exemplary Viper Accused Product	'294Patent
 <p>A photograph of a black arrow with a stabilizer, lying on a wooden surface. The arrow has several small white markings along its shaft.</p>	 <p>FIG. 1</p> <p>A technical drawing of a stabilizer assembly in perspective. It shows a long, narrow body with a lattice-like internal structure. At the right end, there is a cylindrical component with a threaded section. Three callout lines with arrows point to specific features: one labeled '4, 2, 3' points to the top of the lattice; another labeled '2, 3' points to the side of the lattice; and a third labeled '4' points to the bottom of the lattice.</p>



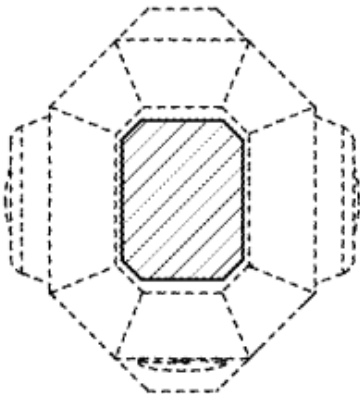
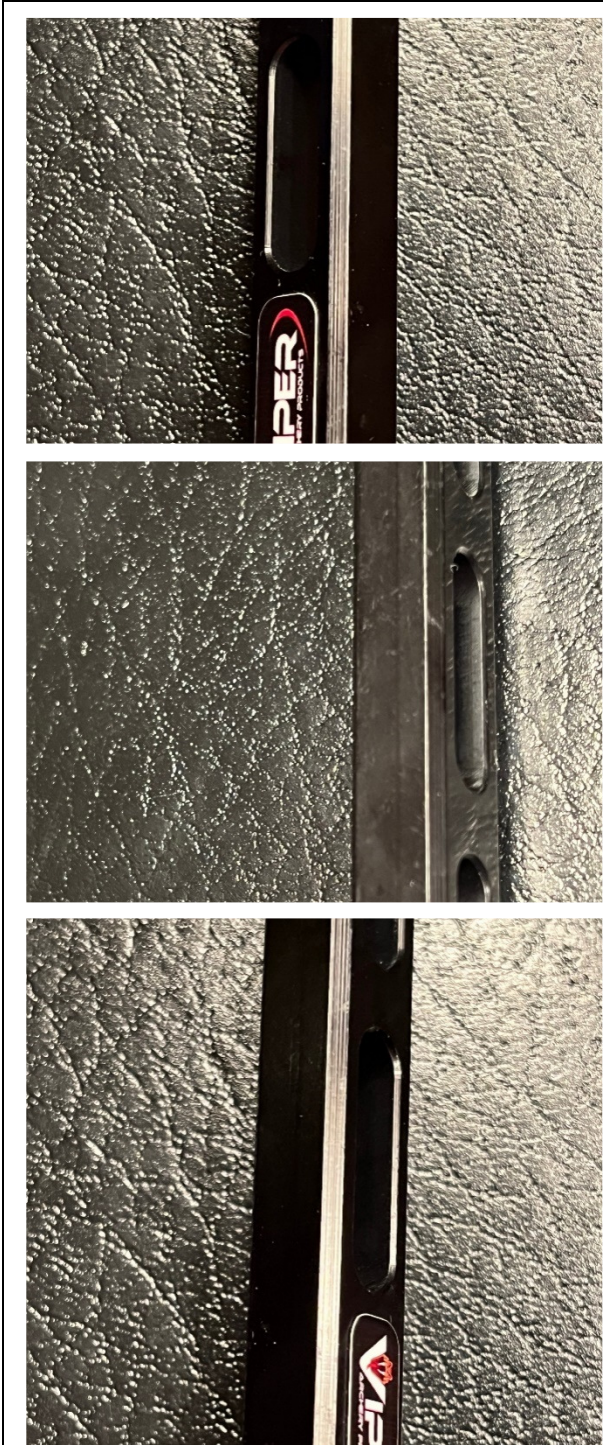
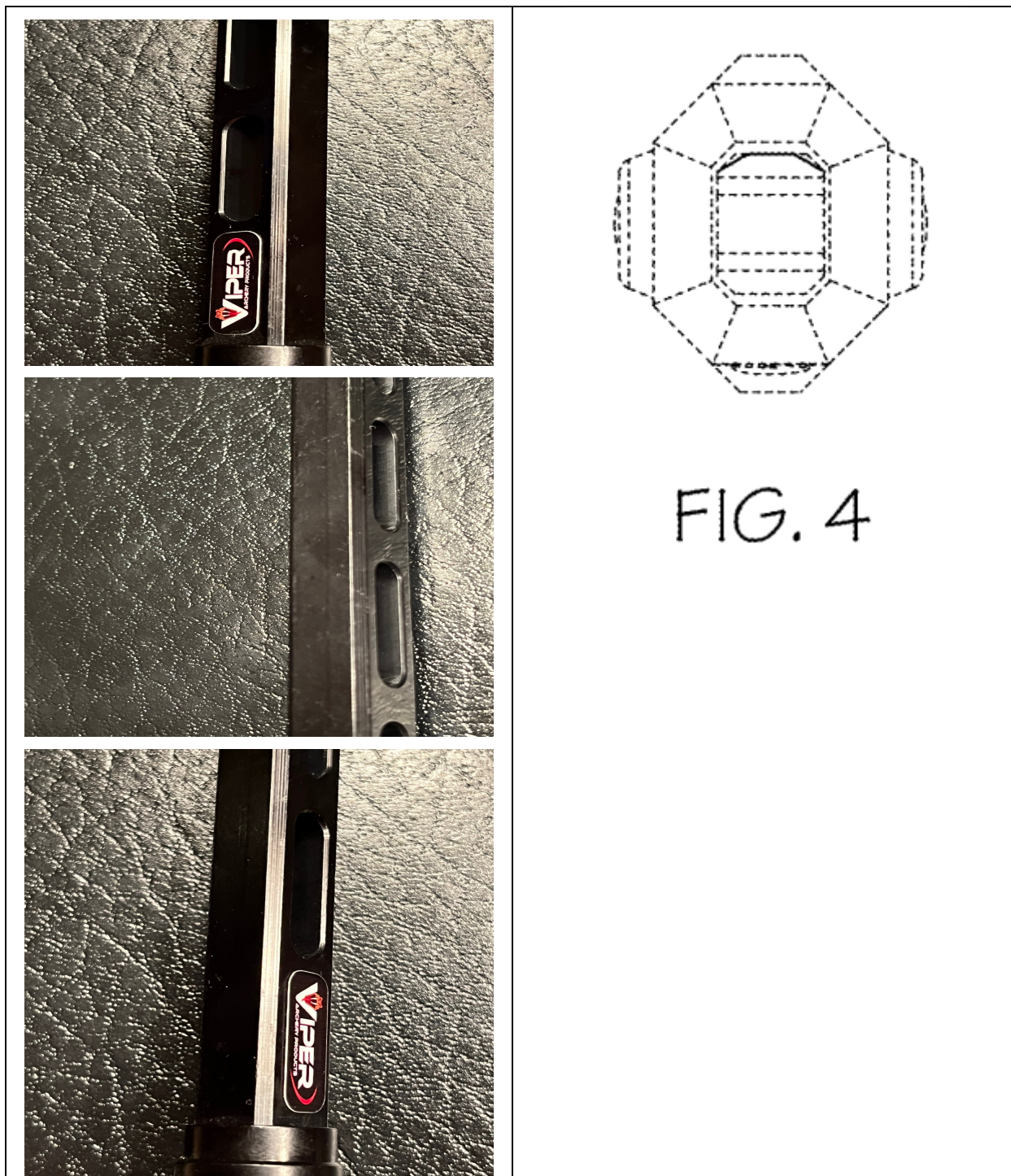


FIG. 3





66. Viper does not have a license to practice the designs claimed in the '294 patent.

67. Viper makes, imports, sells, and/or offers for sale the Viper Accused Products, thereby infringing the '294 patent.

68. Upon information and belief, based at least on Viper's knowledge of Mathews' design patents through its dealings with Mathews following the 2023 ATA Tradeshow (*e.g.*, at least the January 12 and February 3 letters), Viper had actual knowledge of the '294 patent and that its acts of importing, marketing, advertising, selling, and/or offering for sale the Viper Accused Products constituted infringement of the '294 patent.

69. Upon information and belief, based on at least Viper's business of providing the Viper Accused Products that are "[m]ade specifically for Mathews Bridge-Lock riser technology," and/or Viper's inclusion of the "MBL" acronym on its product packaging, Viper was aware of the Mathews' Bridge-Lock™ Stabilizer. Upon information and belief, based on Mathews providing information regarding patent protection for the Mathews' Bridge-Lock™ Stabilizer on its website, combined with Mathews informing Viper via letter of the existence of patent applications on its stabilizer design, Viper was aware of, or at the very least should have been aware of, the '294 Patent and was knowingly infringing the same when making, importing, selling, and/or offering for sale the Viper Accused Products. Viper unquestionably has been aware of the '294 Patent since the service of this Complaint upon Viper.

70. Accordingly, upon information and belief as described above, Viper has engaged in acts that infringe the '294 patent with knowledge that, and/or willful blindness to the fact that, the Viper Accused Products infringe the '294 Patent; has disregarded an objectively high likelihood of infringement of the '294 patent; and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of Mathews' rights.

71. Viper's conduct, including its infringement of the '294 patent is exceptional and entitles Mathews to attorney's fees and costs under 35 U.S.C. § 285.

72. At least by virtue of serving this Complaint and because Viper knew or should have known of the '294 Patent as discussed above, Viper has been on notice of the infringement of the '294 patent, and its infringement has been and continues to be willful and egregious, entitling Mathews to enhanced damages in accordance with 35 U.S.C. § 284.

73. As a direct and proximate result of the foregoing acts, Mathews has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Mathews is entitled to recover all damages sustained on account of Viper's infringement, and/or a disgorgement of all gains, profits and advantages obtained by Viper, pursuant to 35 U.S.C. §§ 284 and 289.

74. Mathews has been irreparably harmed. For example, Viper's introduction of knock-offs to compete with Mathew's unique design harms Mathews' reputation as an innovator and reduces the distinctiveness of Mathews' brand. As a result of Viper's actions, rather than identifying Mathews' unique design with only Mathews, the distinctiveness is blurred in the minds of consumers. Mathews has also lost customer relationships that it would have had but for Viper's infringement.

JURY DEMAND

75. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff hereby demands a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for entry of judgment as follows:

- A. That Viper has infringed and continues to infringe the '295 patent;
- B. That Viper shall be enjoined from further infringement of the '295 patent;

- C. That Mathews recover all damages arising from Viper's infringement of the '295 Patent, but in no event less than a reasonable royalty;
- D. That Mathews recover a disgorgement of Viper's profits from infringement of the '295 Patent;
- E. That Viper has infringed and continues to infringe the '293 patent;
- F. That Viper shall be enjoined from further infringement of the '293 patent;
- G. That Mathews recover all damages arising from Viper's infringement of the '293 Patent, but in no event less than a reasonable royalty;
- H. That Mathews recover a disgorgement of Viper's profits from infringement of the '293 Patent;
- I. That Viper has infringed and continues to infringe the '294 patent;
- J. That Viper shall be enjoined from further infringement of the '294 patent;
- K. That Mathews recover all damages arising from Viper's infringement of the '294 Patent, but in no event less than a reasonable royalty;
- L. That Mathews recover a disgorgement of Viper's profits from infringement of the '294 Patent;
- M. That Viper's infringement of the '295 patent has been and continues to be willful;
- N. That Mathews recover all enhanced damages it is entitled under 35 U.S.C. § 284 for Viper's willful infringement of the '295 Patent.
- O. That Viper's infringement of the '293 patent has been and continues to be willful;
- P. That Mathews recover all enhanced damages it is entitled under 35 U.S.C. § 284 for Viper's willful infringement of the '293 Patent.
- Q. That Viper's infringement of the '294 patent has been and continues to be willful;

- R. That Mathews recover all enhanced damages it is entitled under 35 U.S.C. § 284 for Viper's willful infringement of the '294 Patent.
- S. That Mathews recover all gains, profits and advantages obtained by Viper under 35 U.S.C. § 289 for its infringement of each of the Asserted Patents.
- T. That Mathews, as the prevailing party, shall recover from Viper all taxable costs of court;
- U. That Mathews shall recover from Viper all pre- and post-judgment interest on the damages award, calculated at the highest interest rates allowed by law;
- V. That this case is exceptional and that Mathews shall therefore recover its attorneys' fees and other recoverable expenses, under 35 U.S.C. § 285; and
- W. That Mathews shall recover such other and further relief as the Court deems appropriate.

Dated: December 31, 2024

Respectfully submitted,

HOUSTON HARBAUGH, P.C.

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