

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

WHETSTONE ELECTRONICS, LLC,

Plaintiff,

v.

**XEROX CORPORATION; CANON U.S.A.,
INC.; CANON BUSINESS SOLUTIONS,
INC.; EAST TEXAS COPY SYSTEMS, INC.;
KONICA MINOLTA HOLDINGS U.S.A.,
INC.; KONICA MINOLTA BUSINESS
SOLUTIONS U.S.A., INC.; RICOH
AMERICAS CORPORATION; RICOH
ELECTRONICS, INC.; COMPLETE
BUSINESS SYSTEMS, INC.; TOSHIBA
AMERICA, INC.; TOSHIBA AMERICA
BUSINESS SOLUTIONS, INC.; STAR
GRAPHICS, INC.; BROTHER
INTERNATIONAL CORPORATION; AND
SHARP ELECTRONICS CORPORATION**

Defendants.

CIVIL ACTION NO. _____

JURY TRIAL DEMANDED

COMPLAINT

Whetstone Electronics, LLC (“Whetstone”), by and through its attorneys, for its Complaint against Defendants Xerox Corporation, Canon U.S.A., Inc., Canon Business Solutions, Inc., East Texas Copy Systems, Inc., Konica Minolta Holdings U.S.A., Inc., Konica Minolta Business Solutions U.S.A., Inc., Ricoh Americas Corporation, Ricoh Electronics, Inc., Complete Business Systems, Inc., Toshiba America, Inc., Toshiba America Business Solutions, Inc., Star Graphics, Inc., Brother International Corporation, and Sharp Electronics Corporation (collectively the “Defendants”), and demanding trial by jury, hereby alleges as follows:

I. NATURE OF ACTION

1. Plaintiff Whetstone is the owner by assignment of all substantial rights in and to: (1) United States Patent No. 6,337,746 entitled “Interface Card for Coupling a Computer to an

External Device” (“the ‘746 Patent”), a copy of which is attached as **Exhibit 1**; and (2) United States Patent No. 6,618,157 entitled “Interface Card for Coupling a Computer to an External Device” (“the ‘157 Patent”), a copy of which is attached as **Exhibit 2** (collectively, the “Patents”).

2. Each of the Defendants manufactures, provides, sells, offers for sale, imports and/or distributes infringing products and/or methods for printing a graphic image on a substrate; and or induces other to use its infringing products and/or methods in an infringing manner; and/or contributes to the use of infringing products and/or methods by others.

3. Each of the Defendants has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the Patents by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Whetstone.

4. Whetstone seeks damages and prejudgment interest for Defendants’ past infringement of the Patents. Whetstone further seeks injunctive relief to prevent Defendants from continuing infringement of Plaintiff’s valuable patent rights.

II. PARTIES

5. Plaintiff Whetstone Electronics, LLC (“Plaintiff”) is a Texas limited liability company with its principal place of business at 104 East Houston Street, Suite 160, Marshall, TX 75670.

6. On information and belief, Defendant Xerox Corporation (hereinafter “Xerox”) is a New York corporation with its principal place of business at 45 Glover Avenue, Norwalk, CT 06856. Xerox is registered to do business as a foreign corporation in Texas and has appointed Prentice-Hall Corporation System, Inc. at 211 E. 7th Street, Suite 620, Austin, TX 78701 as its agent for service of process.

7. On information and belief, Defendant Canon U.S.A., Inc. (hereinafter “Canon USA”) is a New York corporation with its principal place of business at One Canon Plaza, Lake Success, NY 11042. Canon USA is registered to do business as a foreign corporation in Texas and maintains offices at 3200 Regent Boulevard, Irving, TX 75063. Canon USA has appointed C T Corporation System, at 350 N. St. Paul Street, Dallas, TX 75201 as its agent for service of process.

8. On information and belief, Defendant Canon Business Solutions, Inc. (hereinafter “CBS”) is a New York corporation with its headquarters at Four Ohio Drive, Lake Success, NY 11042. CBS is registered to do business as a foreign corporation in Texas and maintains offices at 14241 Dallas Pkwy, Ste 100, Dallas, TX 75254 and 12515 Research Boulevard, Bldg. 7, Suite 110, Austin, TX 78759. CBS has appointed C T Corporation System, at 350 N. St. Paul Street, Dallas, TX 75201 as its agent for service of process.

9. On information and belief, Defendant East Texas Copy Systems, Inc. (hereinafter “East Texas Copy”), is a Texas corporation with its principal place of business place of business at 4545 Old Jacksonville Hwy, Tyler, TX 75703. East Texas Copy has appointed Gregory L. Jackson, its President, at 4545 Old Jacksonville Hwy, Tyler, TX 75703 as its agent for service of process.

10. On information and belief, Defendant Konica Minolta Holdings U.S.A., Inc., (hereinafter “Konica USA”) is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446. Konica USA has appointed Corporation Service Company at 830 Bear Tavern Road West, Trenton, NJ 08628 as its agent for service of process.

11. On information and belief, Defendant Konica Minolta Business Solutions U.S.A., Inc. (“KMBS USA”), is a New York corporation with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446. KMBS USA is registered to do business as a foreign corporation in Texas, maintains a place of business at 1121 Judson Rd., Suite 171, Longview, TX 75601 and has appointed Corporation Service Company at 211 E. 7th Street, Suite 620, Austin, TX 78701 as its agent for service of process.

12. On information and belief, Defendant Ricoh Americas Corporation (“Rico Americas”) is a Delaware corporation with its principal place of business at 5 Dedrick Place, West Caldwell, NJ 07006. Ricoh Americas is registered to do business as a foreign corporation in Texas and has appointed CT Corporation System, at 350 N. St. Paul Street, Dallas, TX 75201 as its agent for service of process.

13. On information and belief, defendant Ricoh Electronics, Inc. (“Rico Electronics”), is a corporation organized under the laws of California, with its principal place of business at One Ricoh Square 1100 Valencia Avenue Tustin, CA 92780. Ricoh Electronics has appointed CT Corporation System at 818 West Seventh St, Los Angeles, CA 90017 as its agent for service of process.

14. On information and belief, defendant Complete Business Systems, Inc. (“Complete Business Systems”), is a corporation organized under the laws of Texas with its principal place of business at 102 N. Spur 63, Longview, Texas 75601. Complete Business Systems has appointed Steve Hemphill, its President, at 102 N. Spur 63, Longview, Texas 75601 as its agent for service of process.

15. On information and belief, Defendant Toshiba America, Inc. (hereinafter “Toshiba”) is a Delaware corporation with its principal place of business at 1251 Avenue of the Americas,

Suite 4100, New York, NY 10020. Toshiba has appointed The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 as its agent for service of process.

16. On information and belief, Defendant Toshiba America Business Solutions, Inc. (“TABS”), is a California corporation with its principal place of business at 2 Musick, Irvine, CA 92618. TABS is registered to do business as a foreign corporation in Texas and has appointed CT Corporation System, at 350 N. St. Paul Street, Dallas, TX 75201 as its agent for service of process.

17. On information and belief, Defendant Star Graphics, Inc. (“Star Graphics”), is a corporation organized under the laws of Texas with its principal place of business at 102 N. Spur 63, Longview, Texas 75601. Star Graphics has appointed Michael J Lindsay, Esq at 710 N. 11th Street 77702 as its agent for service of process.

18. On information and belief, Defendant Brother International Corporation (“Brother”), is a corporation organized under the laws of Delaware with its principal place of business at 100 Somerset Corporate Blvd., Bridgewater, NJ 08807-0911. Brother is qualified to do business in the State of Texas and has appointed Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218 as its agent for process.

19. On information and belief, Defendant Sharp Electronics Corporation (“Sharp”), is a corporation organized under the laws of New York with its principal place of business at Sharp Plaza, Mahwah, New Jersey 07495-1163. Sharp is qualified to do business in the State of Texas and has appointed CT Corporation System, 350 North Paul Street, Ste 2900, Dallas, TX 75201-4234, as its agent for process.

III. JURISDICTION AND VENUE

20. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

21. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b).

22. On information and belief, Defendants are subject to this Court's general and specific personal jurisdiction. Each Defendant has minimum contacts within the State of Texas and the Eastern District of Texas, pursuant to due process and/or the Texas Long Arm Statute, each Defendant has purposefully availed itself of the privileges of conducting business in the State of Texas and in the Eastern District of Texas; each Defendant regularly conducts and solicits business within the State of Texas and within the Eastern District of Texas; and Whetstone's causes of action arise directly from Defendants' business contacts and other activities in the State of Texas and in the Eastern District of Texas.

23. More specifically, each Defendant, directly and/or through intermediaries, ships, distributes, offers for sale, sells, and/or advertises its products and services in the United States, the State of Texas, and the Eastern District of Texas. Upon information and belief, each Defendant has committed patent infringement in the State of Texas and in the Eastern District of Texas, has contributed to patent infringement in the State of Texas and in the Eastern District of Texas, and/or has induced others to commit patent infringement in the State of Texas and in the Eastern District of Texas. Each Defendant solicits customers in the State of Texas and in the Eastern District of Texas. Each Defendant has paying customers who are residents of the State of Texas and the Eastern District of Texas and who each use respective Defendant's products and services in the State of Texas and in the Eastern District of Texas.

IV. CLAIMS

COUNT I INFRINGEMENT OF U.S. PATENT NO. 6,337,746

24. Upon information and belief, Defendant Xerox has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Xerox is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Xerox is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

25. Upon information and belief, Defendant Canon USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Canon USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Canon USA is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

26. Upon information and belief, Defendant CBS has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the

United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant CBS is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant CBS is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

27. Upon information and belief, Defendant East Texas Copy has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant East Texas Copy is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant East Texas Copy is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

28. Upon information and belief, Defendant Konica USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Konica USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital

copiers. To the extent such products are not sourced by a licensee, Defendant Konica USA is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

29. Upon information and belief, Defendant KMBS USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant KMBS USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant KMBS USA is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

30. Upon information and belief, Defendant Ricoh Americas has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Ricoh Americas is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Ricoh Americas is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

31. Upon information and belief, Defendant Ricoh Electronics has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere

in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Ricoh Electronics is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Ricoh Electronics is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

32. Upon information and belief, Defendant Complete Business Systems has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Complete Business Systems is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Complete Business Systems is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

33. Upon information and belief, Defendant Toshiba has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Toshiba is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital

copiers. To the extent such products are not sourced by a licensee, Defendant Toshiba is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

34. Upon information and belief, Defendant TABS has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant TABS is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant TABS is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

35. Upon information and belief, Defendant Star Graphics has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Star Graphics is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Star Graphics is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

36. Upon information and belief, Defendant Brother has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the

United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Brother is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Brother is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

37. Upon information and belief, Defendant Sharp has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '746 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Sharp is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Sharp is liable for infringement of the '746 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

38. As a result of these Defendants' infringement of the '746 Patent, Plaintiff has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 6,618,157

39. Upon information and belief, Defendant Xerox has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof,

for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Xerox is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Xerox is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

40. Upon information and belief, Defendant Canon USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Canon USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Canon USA is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

41. Upon information and belief, Defendant CBS has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant CBS is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant CBS is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

42. Upon information and belief, Defendant East Texas Copy has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant East Texas Copy is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant East Texas Copy is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

43. Upon information and belief, Defendant Konica USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Konica USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Konica USA is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

44. Upon information and belief, Defendant KMBS USA has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and

belief, Defendant KMBS USA is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant KMBS USA is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

45. Upon information and belief, Defendant Ricoh Americas has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Ricoh Americas is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Ricoh Americas is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

46. Upon information and belief, Defendant Ricoh Electronics has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Ricoh Electronics is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Ricoh Electronics is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

47. Upon information and belief, Defendant Complete Business Systems has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Complete Business Systems is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Complete Business Systems is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

48. Upon information and belief, Defendant Toshiba has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Toshiba is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Toshiba is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

49. Upon information and belief, Defendant TABS has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof,

for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant TABS is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant TABS is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

50. Upon information and belief, Defendant Star Graphics has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Star Graphics is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Star Graphics is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

51. Upon information and belief, Defendant Brother has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Brother is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Brother is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

52. Upon information and belief, Defendant Sharp has been and is now directly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '157 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, making, using, selling and offering to sell a product and/or a method thereof, for printing a graphic image on a substrate, to the injury of Plaintiff. Upon information and belief, Defendant Sharp is making, using, selling and offering to sell, multiple products including, but not limited to inkjet printers, laser printers, multifunction devices and/or digital copiers. To the extent such products are not sourced by a licensee, Defendant Sharp is liable for infringement of the '157 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

53. As a result of these Defendants' infringement of the '157 Patent, Plaintiff has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

EXCEPTIONAL CASE

54. Defendants have acted in reckless disregard of Whetstone's valid and subsisting patent rights.

55. This is an exceptional case, and Whetstone seeks an award of enhanced damages, attorneys' fees, costs and expenses.

V. DEMAND FOR JURY TRIAL

56. Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the Patents;
2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the Patents;
3. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the Patents as provided under 35 U.S.C. § 284;
4. An award to Plaintiff for enhanced damages resulting from the knowing, deliberate, and willful nature of Defendants' prohibited conduct with notice being made at least as early as the date of the filing of this Complaint, as provided under 35 U.S.C. § 284;
5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees; and
6. Any and all other relief to which Plaintiff may show itself to be entitled.

Respectfully Submitted,

Dated: June 3, 2010

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