

THE PARTIES

1. Plaintiff, Mr. Curley is an individual who resides at 198 Pork Point Road, Bowdoinham, Maine, 04287.

2. Plaintiff, Flatspikes, LLC. is a limited liability company organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 220 Boylston Street, Suite 201, Chestnut Hill, Massachusetts, 02467.

3. Upon information and belief, Defendant Softspikes, LLC. (hereinafter “SOFTSPIKES”) is a limited liability company organized under the laws of the State of Delaware, having its principal place of business at 155 Franklin Road, Suite 250, Brentwood, TN 37027.

4. Upon information and belief, Defendant Pride Manufacturing Company, LLC. (hereinafter “PRIDE”) is a limited liability company organized under the laws of the State of Wisconsin, having its principal place of business at 155 Franklin Road, Suite 250, Brentwood, TN 37027.

5. Upon information and belief, Defendant Pride Manufacturing Company does business as PrideSports, having its principal place of business at 155 Franklin Road, Suite 250, Brentwood, TN 37027.

6. Upon information and belief, Defendant Joseph Zeller (hereinafter “ZELLER”) is employed as President and Chief Operating Officer of PRIDE, located at 155 Franklin Road, Suite 250, Brentwood, TN 37027.

7. Upon information and belief, Defendant Farris McMullin (hereinafter “McMULLIN”) is employed at McMullin Laboratories Inc., whose principal place of business is 12242 W. Gingercreek Drive, Boise, Idaho 83713.

8. Upon information and belief, Defendant Rand Krikorian (hereinafter “KRIKORIAN”) is employed as Chief Executive Office of PRIDE, located at 155 Franklin Road, Suite 250, Brentwood, TN 37027.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331(federal question), 28 U.S.C. §1338(a)(patents) & (b), 28 U.S.C. §1400(b)(patent infringement actions), 28 U.S.C. §1338(b)(related unfair competition), 28 U.S.C. §§2201-2202(declaratory judgment), 28 U.S.C. §1367(supplemental jurisdiction over state law claims).

10. This exercise of in personam jurisdiction over SOFTSPIKES comports with the laws of the Commonwealth of Massachusetts and the Constitutional requirements of due process because SOFTSPIKES has maintained continuous and systematic contacts with entities within the Commonwealth of Massachusetts, sufficient to establish personal jurisdiction in this Court and purposely availed themselves of this jurisdiction in the Commonwealth of Massachusetts.

Moreover, SOFTSPIKES in breaching the below discussed Asset Purchase Agreement (“the Agreement”, Exhibit 1), has relinquished rights in Mr. Curley’s patents listed in EXHIBIT A attached to the Agreement and thus now infringes Mr. Curley’s patents listed in EXHIBIT A attached to the Agreement, within the Commonwealth of Massachusetts by making using, selling or offering to sell infringing products in Massachusetts and/or shipping infringing products into Massachusetts. Furthermore, SOFTSPIKES and/or its agents regularly conduct and solicit business, and engage in other persistent course of actions and derive substantial revenue from services provided within the Commonwealth of Massachusetts, and derive substantial revenue from interstate or international commerce. Therefore, SOFTSPIKES expected, or should have reasonably have expected, that its acts committed to have consequences in the Commonwealth of Massachusetts.

11. This exercise of in personam jurisdiction over ZELLER comports with the laws of the Commonwealth of Massachusetts and the Constitutional requirements of due process because the tortious acts of ZELLER, upon information and belief have caused harm within the Commonwealth of Massachusetts. Furthermore, upon information and belief, ZELLER transacts business and/or offers to transact business within the Commonwealth of Massachusetts.

12. This exercise of in personam jurisdiction over McMULLIN comports with the laws of the Commonwealth of Massachusetts and the Constitutional requirements of due process because the tortious acts of McMULLIN upon information and belief have caused harm within the Commonwealth of Massachusetts. Furthermore, upon information and belief, McMULLIN transacts business and/or offers to transact business within the Commonwealth of Massachusetts.

13. This exercise of in personam jurisdiction over KRIKORIAN comports with the laws of the Commonwealth of Massachusetts and the Constitutional requirements of due process because the tortious acts of KRIKORIAN upon information and belief have caused harm within the Commonwealth of Massachusetts. Further, upon information and belief, KRIKORIAN transacts business and/or offers to transact business within the Commonwealth of Massachusetts.

14. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) & (c), 28 U.S.C. §1400(b), and 15 U.S.C. §§15 & 22, as Defendants either reside, are found and transact business in this district, and/or a substantial part of the events giving rise to these claims occurred in this district.

15. Furthermore, Venue is proper in this district pursuant to Section 3(B)(iv) of the Agreement, wherein transfer of the Agreement from Softspikes, Inc., the predecessor in interest of SOFTSPIKES, to a third-party, jurisdiction of the Agreement shall be governed by the law of the Commonwealth of Massachusetts.

FACTS

16. Upon information and belief, in 1984, Mr. Curley began work on an index cleat design for Spotbuilt, one of the largest suppliers of baseball shoes in the United States.

17. Upon information and belief, an index cleat, as known in the athletic shoe industry is a cleat that when attached to a shoe possesses a specific orientation along an axis and therefore does not allow for rotational symmetry.

18. Upon information and belief, an index cleat requires some type of attachment means, wherein the attachment means possesses a specific function and has the ability to orient the cleat in a specific rotational direction.

19. Upon information and belief, Mr. Curley participated in the design and development of a baseball cleat for Spotbuilt that included both a spike and bayonet attachment system that allowed the user to orient the cleat in six rotational positions.

20. Upon information and belief, in 1985, Mr. Curley began work on attachment means, known as the “receptacle”, for FootJoy, one of the largest suppliers of golf cleat shoes and golf cleats in the United States.

21. Upon information and belief, the “receptacle” is a preferred attachment means for an index cleat since an over-center hinged asymmetrical cleat would have to be oriented along the longitudinal axis of the receptacle.

22. Upon information and belief, from 1989-1990, Mr. Curley began Director of design and development for FootJoy, where Mr. Curley continued his work on index cleats focusing on a snap-lock receptacle system incorporating the properties of the index cleats previously developed by Mr. Curley.

23. Upon information and belief, in 1997, Mr. Curley began work on the “Manta” spike, which was an improved index cleat design that included a directionally oriented receptacle and an asymmetrical traction surface.

24. Upon information and belief, in 1998, Mr. Curley and FLATSPIKES, Mr. Curley’s business venture, were optioned by Softspikes, Inc., the predecessor in interest of SOFTSPIKES,

to create an index cleat design that would work with Softspikes, Inc. “Fast Twist” attachment means system.

25. Upon information and belief, Mr. Curley development an index cleat design that included a visual aid system of progressive indexing notches to help an individual properly orient the spike during installation.

26. Upon information and belief, on July 20, 1998, Mr. Curley and FLATSPIKES disclosed certain proprietary information to Softspikes, Inc., the predecessor in interest of SOFTSPIKES, under a Non-Disclosure Agreement, shown as Exhibit 2.

27. Upon information and belief, on July 20, 1998, Mr. Curley disclosed the “Manta” spike project which consisted of an indexed spike cleat and an indexed spike attachment means, among other documents, shown as Exhibit 3.

28. Upon information and belief, on July 20, 1998, Mr. Curley disclosed multiple patent applications covering the “Manta” spike project to Softspikes, Inc, the predecessor in interest of SOFTSPIKES.

29. Upon information and belief, in August 1999, Mr. Curley and FLATSPIKES were in the process of completing a sale of certain intellectual property to Softspikes, Inc., the predecessor in interest of SOFTSPIKES, including the “Manta” project among other property.

30. Upon information and belief, in August 1999, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, asked Mr. Curley and FLATSPIKES to redesign the index cleat first disclosed in July 1998 in preparation for a meeting with FootJoy in September 1999.

31. Upon information and belief, in August 1999, Mr. Curley gave an extensive presentation disclosing numerous drawings and video displays to Softspikes, Inc., the predecessor in interest of SOFTSPIKES, concerning a re-designed index cleat focusing on the original “Manta” design.

32. Upon information and belief, on October 6, 1999, Mr. Curley and FLATSPIKES completed an asset purchase sale agreement, in which Softspikes, Inc., the predecessor in interest of SOFTSPIKES, purchased certain intellectual property from Mr. Curley and FLATSPIKES, including the “Manta” index cleat design.

33. Upon information and belief, in January 2000, Mr. Curley and FLATSPIKES began to design an improved “Manta” index cleat to work with the “Fast Twist” attachment means utilized by Softspikes, Inc., the predecessor in interest of SOFTSPIKES.

34. Upon information and belief, in January 2000, Mr. Curley developed a visual marking system for the improved “Manta” index cleat to work in conjunction with the “Fast Twist” attachment means utilized by Softspikes, Inc., the predecessor in interest of SOFTSPIKES.

35. Upon information and belief, in August 2000, Mr. Curley prepared a large portfolio of designs in multiple media formats relating to the index cleat design in response to a request by Softspikes, Inc., the predecessor in interest of SOFTSPIKES, in preparation for a meeting with FootJoy.

36. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, presented Mr. Curley’s proprietary information, including the index cleats to Foot Joy, a leader in the golf shoe industry.

37. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, informed Mr. Curley that FootJoy was not interested in index cleat systems and designs, and that FootJoy would not use an index cleat system on their shoes.

38. Upon information and belief, on July 16, 2002 Softspikes, Inc., the predecessor in interest of SOFTSPIKES, filed a patent application which described Mr. Curley's index cleat design, entitled "Shoe Cleat with Improved Traction" listing McMULLIN as inventor.

39. Upon information and belief, Mr. Curley is an inventor of the patent application entitled "Shoe Cleat with Improved Traction" and should have been listed on the application.

40. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as an inventor of the patent application entitled "Shoe Cleat with Improved Traction".

41. Upon information and belief, on August 27, 2002 Softspikes, Inc. filed a patent application which described Mr. Curley's index cleat design, entitled "Indexable Shoe Cleat with Improved Traction" listing McMULLIN as inventor.

42. Upon information and belief, Mr. Curley is an inventor of the patent application entitled "Indexable Shoe Cleat with Improved Traction" and should have been listed on the application.

43. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as an inventor of the patent application entitled "Indexable Shoe Cleat with Improved Traction".

44. Upon information and belief, on January 22, 2003, Pride Manufacturing Company, LLC. assumed ownership of Sports Holding, Inc. a corporate entity which included Softspikes, Inc, the predecessor in interest of SOFTSPIKES.
45. Upon information and belief, following the acquisition of Sports Holding, Inc., Pride Manufacturing, LLC began doing business as PrideSports.
46. Upon information and belief, following the acquisition of Sports Holding, Inc., Softspikes, Inc., the predecessor in interest of SOFTSPIKES, was reorganized as a division of PRIDE, altered in corporate structure and identity and thus became Softspikes LLC.
47. Upon information and belief, on July 1, 2003 SOFTSPIKES filed a patent application which described Mr. Curley's index cleat design, entitled "Eccentric Footwear Cleat" listing McMULLIN as inventor.
48. Upon information and belief, Mr. Curley is an inventor of the patent application entitled "Eccentric Footwear Cleat" and should have been listed on the application.
49. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as an inventor of the patent application entitled "Eccentric Footwear Cleat".
50. Upon information and belief, on July 1, 2003 SOFTSPIKES filed a patent application which described Mr. Curley's index cleat design, entitled "Indexable Shoe Cleat with Improved Traction" listing McMULLIN as inventor.

51. Upon information and belief, Mr. Curley is an inventor of the patent application entitled “Indexable Shoe Cleat with Improved Traction” and should have been listed on the application.
52. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as an inventor of the patent application entitled “Indexable Shoe Cleat with Improved Traction”.
53. Upon information and belief, on June 14, 2004, U.S. Pat No. 6,904,707 (hereinafter “the ‘707 Patent”) entitled “Indexable Shoe Cleat with Improved Traction” issued to SOFTSPIKES. A true and correct copy of the ‘707 Patent is attached hereto as Exhibit 4.
54. Upon information and belief, on August 31, 2004, U.S. Pat No. D495,122 (hereinafter “the ‘122 Patent”) entitled “Eccentric Footwear Cleat” issued to SOFTSPIKES. A true and correct copy of the ‘122 Patent is attached hereto as Exhibit 5.
55. Upon information and belief, on December 28, 2004, U.S. Pat No. 6,834,445 (hereinafter “the ‘445 Patent”) entitled “Shoe Cleat with Improved Traction” issued to SOFTSPIKES. A true and correct copy of the ‘445 Patent is attached hereto as Exhibit 6.
56. Upon information and belief, on December 28, 2004, U.S. Pat No. 6,834,446 (hereinafter “the ‘446 Patent”) entitled “Indexable Shoe Cleat with Improved Traction” issued to SOFTSPIKES. A true and correct copy of the ‘446 Patent is attached hereto as Exhibit 7.
57. Upon information and belief, on April 26, 2005 SOFTSPIKES filed a patent application which described Mr. Curley’s index cleat design, entitled “Footwear Cleat” listing McMULLIN as inventor.

58. Upon information and belief, Mr. Curley is an inventor of the patent application entitled “Footwear Cleat” and should have been listed on the application.

59. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as an inventor of the patent application entitled “Footwear Cleat”.

60. Upon information and belief, on October 23, 2007, U.S. Pat No. D553,336 (hereinafter “the ‘336 Patent”) entitled “Footwear Cleat” issued to SOFTSPIKES. A true and correct copy of the ‘336 Patent is attached hereto as Exhibit 8.

61. Upon information and belief, as stated above, on October 6, 1999, the Agreement was executed between Softspikes, Inc. the predecessor in interest of SOFTSPIKES, Mr. Curley and FLATSPIKES. (Exhibit 1)

62. Upon information and belief, under the terms of the Agreement, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, contracted to pay Mr. Curley royalties for use of Mr. Curley’s developments and intellectual property within the golf spike industry, referred to as the “Property” as defined in said Agreement.

63. Upon information and belief, SOFTSPIKES consistently paid royalties to Mr. Curley up to, and including the third quarter for 2008.

64. Upon information and belief, and as further discussed herein and appended to the particular Counts at issue, upon rendering a conclusion that Mr. Curley was in a debilitated

physical and mental state, SOFTSPIKES refused to continue to remit further royalty payments, despite admitting that these proceeds were owed to Mr. Curley.

65. Upon information and believe, SOFTSPIKES overt act of refusing to pay royalties owed qualifies as an unequivocal breach of the Agreement, thus vitiating the terms of said Agreement and restoring all ownership rights of the intellectual property of Mr. Curley (the “Property” as described in the Agreement) to Mr. Curley. Said Property will become the focus of Counts VII through X herein.

COUNT I

BREACH OF CONTRACT (Against SOFTSPIKES and PRIDE)

66. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

67. As stated in paragraph 32 and 61-63 above, Mr. Curley and FLATSPIKES entered into a binding contract with Softspikes, Inc., the predecessor in interest of SOFTSPIKES, as memorialized by the Agreement, wherein Softspikes, Inc., the predecessor in interest of SOFTSPIKES, agreed to pay royalties from any and all profits arising from the sale of “dynamic cleats” (as defined in the Agreement) by Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and its affiliates anywhere in the world.

68. By the aforementioned actions, SOFTSPIKES and PRIDE breached its contract with Mr. Curley and FLATSPIKES by *inter alia* failing to pay royalties and thus violating, among others, U.C.C. Section 1-203 which provides: “Every contract or duty within this Act imposes an obligation of good faith in its performance or enforcement.”

69. Additionally, SOFTSPIKES and PRIDE’s failure to keep Mr. Curley’s trade secrets confidential and SOFTSPIKES’ divulging said technology, intellectual property and trade secrets to third parties constitutes a breach of contract.

70. Said acts were done willfully and knowingly by SOFTSPIKES and PRIDE.

71. As a direct and proximate result of SOFTSPIKES and PRIDE’s breach of contract, Mr. Curley and FLATSPIKES have been damaged as alleged herein above and Mr. Curley and FLATSPIKES have incurred monetary damage, plus interest and costs.

COUNT II

DECLARATORY JUDGMENT OF INVALIDITY AND UNFORCEABILITY OF UNITED STATES PATENT No. 6,834,445 (Against SOFTSPIKES and McMULLIN)

72. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

73. Upon information and belief, on July 20, 1998, in good faith and for commercial purposes, Mr. Curley disclosed certain proprietary information to Softspikes, Inc., the

predecessor in interest of SOFTSPIKES, regarding the development of multiple golf shoe spikes and/or cleats, herein referred to as an overall classification “index cleats”.

74. Upon information and belief, the index cleats developed by Mr. Curley focused on the alignment of the cleat with respect to a golf shoe, and greatly enhanced the performance of an individual user.

75. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, for commercial purposes, disclosed Mr. Curley’s proprietary information, including the index cleats to Foot Joy, a leader in the golf shoe industry.

76. Upon information and belief, subsequent to the above referenced SOFTSPIKES/Foot Joy meeting, no further discussion between Softspikes, Inc., the predecessor in interest of SOFTSPIKES and Mr. Curley, relating to the development and/or manufacture of the index cleats and other proprietary information, transpired.

77. Upon information and belief, on July 16, 2002 Softspikes, Inc., the predecessor in interest of SOFTSPIKES, filed a patent application entitled “Shoe Cleat with Improved Traction”, said application listing McMULLIN as inventor, despite the fact that the basis of the application and all matter described in the claims of the eventual patent application were disclosed to representatives of Softspikes, Inc., the predecessor in interest of SOFTSPIKES, by Mr. Curley as the index cleat design.

78. Upon information and belief, on December 28, 2004, U.S. Pat No. 6,834,445 entitled “Shoe Cleat with Improved Traction” issued to SOFTSPIKES.

79. Upon information and belief, Mr. Curley is at least one of the inventors of the inventive matter disclosed in the patent application entitled “Shoe Cleat with Improved Traction” and should have been listed on the application.

80. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office under, at least, 37 C.F.R. 1.56, by failing to list and identify Mr. Curley as the sole inventor of the patent application entitled “Shoe Cleat with Improved Traction”.

81. An actual controversy exists between Mr. Curley and SOFTSPIKES/McMULLIN as to the validity of the ‘445 Patent.

82. The claims of the ‘445 Patent are invalid and unenforceable for failure to comply with one or more of the requirements of the Patent Laws of the United States, including but not limited to, 35 U.S.C. sections 101, 102, 103, 112 and/or 116. Therefore, Mr. Curley is entitled to a declaratory judgment that the ‘445 patent is invalid.

COUNT III

DECLARATORY JUDGMENT OF INVALIDITY AND UNFORCEABILITY OF UNITED STATES PATENT No. 6,834,446 (Against SOFTSPIKES and McMULLIN)

83. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

84. Upon information and belief, on July 20, 1998, Mr. Curley disclosed certain proprietary information to Softspikes, Inc., the predecessor in interest of SOFTSPIKES, regarding the

development of multiple golf shoe spikes and/or cleats, and particularly inventions regarding indexable shoe cleats with improved traction.

85. Upon information and belief, Softspikes, Inc., the predecessor in interest of SOFTSPIKES, for commercial purposes, disclosed Mr. Curley's proprietary information, including the indexable shoe cleats with improved traction to Foot Joy.

86. Upon information and belief, subsequent to the above referenced Softspike/Foot Joy meeting, no further discussion between Softspikes, Inc., the predecessor in interest of SOFTSPIKES and Mr. Curley, relating to the development and/or manufacture of the index cleats and other proprietary information, transpired.

87. Upon information and belief, on August 27, 2002 Softspikes, Inc., the predecessor in interest of SOFTSPIKES, filed a patent application which described Mr. Curley's index cleat design, entitled "Indexable Shoe Cleat with Improved Traction" listing McMULLIN as inventor.

88. Upon information and belief, on December 28, 2004, U.S. Pat No. 6,834,446 entitled "Indexable Shoe Cleat with Improved Traction" issued to SOFTSPIKES.

89. Upon information and belief, Mr. Curley is at least one of the inventors of the inventive matter disclosed in the patent application entitled "Indexable Shoe Cleat with Improved Traction" and should have been listed on the application.

90. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office by failing to list and identify Mr. Curley as the sole inventor of the patent application entitled "Indexable Shoe Cleat with Improved Traction".

91. Upon information and belief, an actual controversy exists between Mr. Curley and SOFTSPIKES/McMULLIN as to the validity of the '446 Patent.

92. Upon information and belief, the claims of the '446 Patent are invalid and unenforceable for failure to comply with one or more of the requirements of the Patent Laws of the United States, including but not limited to, 35 U.S.C. sections 101, 102, 103, 112 and/or 116. Therefore, Mr. Curley is entitled to a declaratory judgment that the '446 patent is invalid.

COUNT IV

DECLARATORY JUDGMENT OF INVALIDITY AND UNFORCEABILITY OF UNITED STATES PATENT No. D495,122 (Against SOFTSPIKES and McMULLIN)

93. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

94. Upon information and belief, on July 20, 1998, Mr. Curley disclosed certain proprietary information to Softspikes, Inc., the predecessor in interest of SOFTSPIKES, regarding the development of multiple golf shoe spikes and/or cleats, and particularly inventions regarding indexable shoe cleats with improved traction.

95. Upon information and belief, on July 1, 2003 SOFTSPIKES filed a patent application which described Mr. Curley's index cleat design, entitled "Eccentric Footwear Cleat" listing McMULLIN as inventor.

96. Upon information and belief, Mr. Curley is an inventor of the patent application entitled "Eccentric Footwear Cleat" and should have been listed on the application.

97. Upon information and belief, on August 31, 2004, U.S. Pat No. D495,122 entitled “Eccentric Footwear Cleat” issued to SOFTSPIKES.

98. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office under, at least, 37 C.F.R. 1.56, by failing to list and identify, Mr. Curley as one of the inventors of the patent application entitled “Eccentric Footwear Cleat”.

99. Upon information and belief, an actual controversy exists between Mr. Curley and SOFTSPIKES/McMULLIN as to the validity of the ‘122 Patent.

100. Upon information and belief, the claim of the ‘122 Patent is invalid and unenforceable for failure to comply with one or more of the requirements of the Patent Laws of the United States, including but not limited to, 35 U.S.C. sections 101, 102, 103, 112 and/or 116. Therefore, Mr. Curley is entitled to a declaratory judgment that the ‘122 patent is invalid.

COUNT V

DECLARATORY JUDGMENT OF INVALIDITY AND UNFORCEABILITY OF UNITED STATES PATENT No. 6,904,707 (Against SOFTSPIKES and McMULLIN)

101. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

102. Upon information and belief, on July 1, 2003 SOFTSPIKES filed a patent application which described Mr. Curley’s index cleat design, entitled “Indexable Shoe Cleat with Improved Traction” listing MCMULLIN as inventor.

103. Upon information and belief, Mr. Curley is at least one of the inventors of the inventive matter disclosed in the patent application entitled “Indexable Shoe Cleat with Improved Traction” and should have been listed on the application.

104. Upon information and belief, on June 14, 2004, U.S. Pat No. 6,904,707 entitled “Indexable Shoe Cleat with Improved Traction” issued to SOFTSPIKES.

105. Upon information and belief, SOFTSPIKES, breached its duty of disclosure to the United States Patent and Trademark Office under, at least, 37 C.F.R. 1.56, by failing to list and identify Mr. Curley as the sole inventor of the patent application entitled “Indexable Shoe Cleat with Improved Traction”.

106. Upon information and belief, an actual controversy exists between Mr. Curley and SOFTSPIKES/McMULLIN as to the validity of the ‘707 Patent.

107. Upon information and belief, the claims of the ‘707 Patent is invalid and unenforceable for failure to comply with one or more of the requirements of the Patent Laws of the United States, including but not limited to, 35 U.S.C. sections 101, 102, 103, 112 and/or 116. Therefore, Mr. Curley is entitled to a declaratory judgment that the ‘707 patent is invalid.

COUNT VI

DECLARATORY JUDGMENT OF INVALIDITY AND UNENFORCEABILITY OF UNITED STATES PATENT No. D553,336 (Against SOFTSPIKES and McMULLIN)

108. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

109. Upon information and belief, on April 26, 2005 SOFTSPIKES filed a patent application which described Mr. Curley's index cleat design, entitled "Footwear Cleat" McMULLIN as inventor.

110. Upon information and belief, Mr. Curley is at least one of the inventors of the inventive matter disclosed in the patent application entitled "Footwear Cleat" and should have been listed on the application.

111. Upon information and belief, on October 23, 2007, U.S. Pat No. D553,336 (hereinafter "the '336 Patent") entitled "Footwear Cleat" issued to SOFTSPIKES.

112. Upon information and belief, SOFTSPIKES breached its duty of disclosure to the United States Patent and Trademark Office under, at least, 37 C.F.R. 1.56, by failing to list and identify Mr. Curley as the co-inventor of the patent application entitled "Footwear Cleat".

113. Upon information and belief, an actual controversy exists between Mr. Curley and SOFTSPIKES/McMULLIN as to the validity of the '336 Patent.

114. Upon information and belief, the claims of the '336 Patent is invalid and unenforceable for failure to comply with one or more of the requirements of the Patent Laws of the United States, including but not limited to, 35 U.S.C. sections 101, 102, 103, 112 and/or 116. Therefore, Mr. Curley is entitled to a declaratory judgment that the '336 patent is invalid.

COUNT VII

PATENT INFRINGEMENT OF UNITED STATES PATENT NO. 5,887,371
(Against SOFTSPIKES and PRIDE)

115. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein and particularly paragraph 65.

116. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§271, 281, and 283. The jurisdiction of this Court and the venue are founded on the provisions of Title 28 U.S.C. Sections 1338 and 1391.

117. Upon information and belief, SOFTSPIKES and PRIDE have engaged in acts of infringement within the jurisdiction of this Court, including this Judicial District, which acts are the subject of this claim.

118. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) because the acts complained of herein have been committed and are being committed in this Judicial District, and under the pending jurisdictional authority of this Court.

119. On or about March 30, 1999, the United States Patent and Trademark Office issued United States Patent No. 5,887,371 (herein after “the ‘371 patent”). A true and correct copy of the ‘371 Patent is attached hereto as Exhibit 9.

120. Upon information and belief, the invention described in the '371 patent and products incorporating said invention have been accepted by the golf community as the standard and state of the art.

121. Upon information and belief, SOFTSPIKES and PRIDE, well-knowing of the '371 patent, has been infringing thereon by offering for sale and selling golf spikes as described in the '371 patent, within this district, and upon information and belief, elsewhere as well.

122. These infringing articles have not been manufactured or authorized in any manner by Mr. Curley and FLATSPIKES, nor has SOFTSPIKES and PRIDE ever been authorized or otherwise granted the right to manufacture, offer for sale, sell or otherwise distribute devices made according to the '371 patent. Upon information and belief, SOFTSPIKES and PRIDE have notice of their infringement, as prescribed by 35 U.S.C. §287.

123. SOFTSPIKES and PRIDE's infringement of the '371 patent has been willful and deliberate, without color of right.

124. Upon information and belief, SOFTSPIKES and PRIDE will continue to infringe the '371 patent to the irreparable damage of Mr. Curley and FLATSPIKES unless enjoined by the Court. Mr. Curley and FLATSPIKES have no adequate remedy at law.

COUNT VIII

PATENT INFRINGEMENT UNITED STATES PATENT NO. D390,693
(Against SOFTSPIKES and PRIDE)

125. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein and particularly paragraph 65.

126. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§271, 281, and 283. The jurisdiction of this Court and the venue are founded on the provisions of Title 28 U.S.C. Sections 1338 and 1391.

127. Upon information and belief, SOFTSPIKES and PRIDE have engaged in acts of infringement within the jurisdiction of this Court, including this Judicial District, which acts are the subject of this claim.

128. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) because the acts complained of herein have been committed and are being committed in this Judicial District, and under the pending jurisdictional authority of this Court.

129. On or about February 17, 1998, the United States Patent and Trademark Office issued United States Patent No. D390,693 (hereinafter “the ‘693 patent”). A true and correct copy of the ‘693 Patent is attached hereto as Exhibit 10.

130. Upon information and belief, the invention described in the '693 patent and products incorporating said invention have been accepted by the golf community as the standard and state of the art.

131. Upon information and belief, SOFTSPIKES and PRIDE, well-knowing of the '693 patent, has been infringing thereon by offering for sale and selling golf spikes as described in the '693 patent, within this district, and upon information and belief, elsewhere as well.

132. These infringing articles have not been manufactured or authorized in any manner by Mr. Curley and FLATSPIKES, nor has SOFTSPIKES and PRIDE ever been authorized or otherwise granted the right to manufacture, offer for sale, sell or otherwise distribute devices made according to the '693 patent. Upon information and belief, SOFTSPIKES and PRIDE have notice of their infringement, as prescribed by 35 U.S.C. § 287.

133. SOFTSPIKES and PRIDE's infringement of the '693 patent has been willful and deliberate, without color of right.

134. Upon information and belief, SOFTSPIKES and PRIDE will continue to infringe the '693 patent to the irreparable damage of Mr. Curley and FLATSPIKES unless enjoined by the Court. Mr. Curley and FLATSPIKES have no adequate remedy at law.

COUNT IX

PATENT INFRINGEMENT UNITED STATES PATENT NO. 6,094,843
(Against SOFTSPIKES and PRIDE)

135. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein and particularly paragraph 65.

136. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§271, 281, and 283. The jurisdiction of this Court and the venue are founded on the provisions of Title 28 U.S.C. Sections 1338 and 1391.

137. Upon information and belief, SOFTSPIKES and PRIDE have engaged in acts of infringement within the jurisdiction of this Court, including this Judicial District, which acts are the subject of this claim.

138. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) because the acts complained of herein have been committed and are being committed in this Judicial District, and under the pending jurisdictional authority of this Court.

139. On or about August 1, 2000, the United States Patent and Trademark Office issued United States Patent No. 6,094,843 (hereinafter “the ‘843 patent”). A true and correct copy of the ‘843 Patent is attached hereto as Exhibit 11.

140. Upon information and belief, the invention described in the '843 patent and products incorporating said invention have been accepted by the golf community as the standard and state of the art.

141. Upon information and belief, SOFTSPIKES and PRIDE, well-knowing of the '843 patent, has been infringing thereon by offering for sale and selling golf spikes as described in the '843 patent, within this district, and upon information and belief, elsewhere as well.

142. These infringing articles have not been manufactured or authorized in any manner by Mr. Curley and FLATSPIKES, nor has SOFTSPIKES and PRIDE ever been authorized or otherwise granted the right to manufacture, offer for sale, sell or otherwise distribute devices made according to the '843 patent. Upon information and belief, SOFTSPIKES and PRIDE have notice of their infringement, as prescribed by 35 U.S.C. § 287.

143. SOFTSPIKES and PRIDE infringement of the '843 patent has been willful and deliberate, without color of right.

144. Upon information and belief, SOFTSPIKES and PRIDE will continue to infringe the '843 patent to the irreparable damage of Mr. Curley and FLATSPIKES unless enjoined by the Court. Mr. Curley and FLATSPIKES has no adequate remedy at law.

COUNT X

PATENT INFRINGEMENT UNITED STATES PATENT NO. 6,209,230
(Against SOFTSPIKES and PRIDE)

145. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein and particularly paragraph 65.

146. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§271, 281, and 283. The jurisdiction of this Court and the venue are founded on the provisions of Title 28 U.S.C. Sections 1338 and 1391.

147. Upon information and belief, SOFTSPIKES and PRIDE has engaged in acts of infringement within the jurisdiction of this Court, including this Judicial District, which acts are the subject of this claim.

148. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) because the acts complained of herein have been committed and are being committed in this Judicial District, and under the pending jurisdictional authority of this Court.

149. On or about August 1, 2000, the United States Patent and Trademark Office issued United States Patent No. 6,209,230 (hereinafter “the ‘230 patent”). A true and correct copy of the ‘230 Patent is attached hereto as Exhibit 12.

150. Upon information and belief, the invention described in the '230 patent and products incorporating said invention have been accepted by the golf community as the standard and state of the art.

151. Upon information and belief, SOFTSPIKES and PRIDE, well-knowing of the '230 patent, has been infringing thereon by offering for sale and selling golf spikes as described in the '230 patent, within this district, and upon information and belief, elsewhere as well.

152. These infringing articles have not been manufactured or authorized in any manner by Mr. Curley and FLATSPIKES, nor has SOFTSPIKES and PRIDE ever been authorized or otherwise granted the right to manufacture, offer for sale, sell or otherwise distribute devices made according to the '230 patent. Upon information and belief, SOFTSPIKES and PRIDE have notice of their infringement, as prescribed by 35 U.S.C. § 287.

153. SOFTSPIKES and PRIDE's infringement of the '230 patent has been willful and deliberate, without color of right.

154. Upon information and belief, SOFTSPIKES and PRIDE will continue to infringe the '230 patent to the irreparable damage of Mr. Curley and FLATSPIKES unless enjoined by the Court. Mr. Curley and FLATSPIKES have no adequate remedy at law.

COUNT XI

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS
(Against SOFTSPIKES and PRIDE)

155. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

156. Upon information and belief, at certain relevant times, as discussed above, Mr. Curley maintained valid contractual relationships with SOFTSPIKES and PRIDE, among others.

157. Upon information and belief, SOFTSPIKES and PRIDE have with improper motive and/or by improper means breached the agreements and has attempted to use information gained from Mr. Curley to contract directly with the same companies and entities with which Mr. Curley would have rightfully made contractual relationships.

158. Upon information and belief, SOFTSPIKES and PRIDE's interference was intentional and improperly motivated.

159. Upon information and belief, as a direct and proximate result of SOFTSPIKES and PRIDE's acts of tortious interference and participation, Mr. Curley and FLATSPIKES have suffered substantial and irreparable harm as well as damages.

COUNT XII

MISAPPROPRIATION OF TRADE SECRETS **(Against SOFTSPIKES, PRIDE and McMULLIN)**

160. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

161. Upon information and belief, as discussed above, SOFTSPIKES and McMULLIN obtained Mr. Curley's trade secrets pursuant to SOFTSPIKES meetings and contractual relationships with Mr. Curley.

162. Upon information and belief, SOFTSPIKES, PRIDE and McMULLIN have used Mr. Curley's trade secrets for the benefit of SOFTSPIKES and unknown others, and such use constitutes misappropriation of Plaintiff's trade secrets.

163. Upon information and belief, Mr. Curley has taken reasonable steps to protect his trade secrets by instituting internal company policies and procedures regulating the access to, designation of, and dissemination of its proprietary and confidential information, and by other means.

164. Upon information and belief, Mr. Curley has the right to exclusive ownership, enjoyment, and use of its trade secrets.

165. Upon information and belief, SOFTSPIKES and PRIDE continue to irreparably harm Mr. Curley and FLATSPIKES by such misappropriation of trade secrets.

166. Upon information and belief, Mr. Curley has suffered direct and consequential harm as a result of the SOFTSPIKES, PRIDE and McMULLIN's misappropriation of Mr. Curley and FLATSPIKES trade secrets, and are entitled to damages therefore.

COUNT XIII

CONVERSION **(Against SOFTSPIKES, PRIDE and McMullin)**

167. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

168. Upon information and belief, SOFTSPIKES, PRIDE and McMULLIN have tortiously and unjustifiably converted Mr. Curley's technology, trade secrets and intellectual property for their own use.

169. Upon information and belief, as a direct and proximate result of SOFTSPIKES, PRIDE and McMULLIN's conversion, Mr. Curley and FLATSPIKES have suffered and continues to suffer damages and irreparable injury.

COUNT XIV

UNJUST ENRICHMENT **(Against SOFTSPIKES, PRDIE and McMULLIN)**

170. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

171. SOFTSPIKES, PRIDE and MuMULLIN have been unjustly enriched by inter alia using Mr. Curley's technology, trade secrets and intellectual property.

172. As a direct and proximate result of such unjust enrichment, Mr. Curley and FLATSPIKES have incurred damages to an extent not yet ascertained.

COUNT XV

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS **(Against ZELLER and KRIKORIAN)**

173. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

174. In or around 2007, Mr. Curley was afflicted with a debilitating and life threatening medical condition.

175. Upon information and belief, despite Mr. Curley's medical condition, Mr. Curley continued to be a valuable asset to SOFTSPIKES and PRIDE, and Mr. Curley was regularly utilized by SOFTSPIKES personnel, including ZELLER and KRIKORIAN, as a point of contact for problem solving and overall engineering expertise.

176. Upon information and belief, as Mr. Curley's condition worsened through 2007 – 2008, Mr. Curley's wife additionally came down with a debilitating and life threatening medical condition.

177. Upon information and belief, on December 16, 2008 ZELLER and KRIKORIAN visited the residence of Mr. Curley and Mrs. Curley and full knowing of the medical status of both individuals, uttered threatening statements to Mr. Curley and Mrs. Curley, while Mr. Curley and Mrs. Curley were in each other's presence.

178. Upon information and belief, ZELLER and KRIKORIAN intended to inflict emotional distress upon Mr. Curley and Mrs. Curley in uttering said threatening statements.

179. Upon information and belief, ZELLER and KRIKORIAN knew or should have known that emotional distress was the likely result of their conduct.

180. Upon information and belief, the conduct of ZELLER and KRIKORIAN was extreme and outrageous, was beyond all possible bounds of decency and was utterly intolerable in a civilized community.

180. Upon information and belief, the conduct of ZELLER and KRIKORIAN was the cause of the Mr. Curley's distress.

181. Upon information and belief, the emotional distress sustained by Mr. Curley was severe and of a nature that no reasonable man could be expected to endure it.

COUNT XVI

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against SOFTSPIKES and PRIDE)

182. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

183. Upon information and belief, SOFTSPIKES and PRIDE were under a duty to contract with Mr. Curley under an implied covenant of good faith and fair dealing.

184. Upon information and belief, SOFTSPIKES and PRIDE breached the implied covenant of good faith and fair dealing with Mr. Curley when it deprived Mr. Curley of the fruits of his contracts.

185. Upon information and belief SOFTSPIKES and PRIDE breached the implied covenant of good faith and fair dealing by the dissemination to third parties of Mr. Curley's technology, intellectual property and trade secrets.

186. Upon information and belief, as a direct and proximate result of such breach of the implied covenant of good faith and fair dealing, Mr. Curley and FLATSPIKES have incurred damages to an extent not yet ascertained.

COUNT XVII

VIOLATION OF M.G.L. CH. 93A § 2, § 9 and § 11
(Against SOFTSPIKES and PRIDE)

187. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

188. Upon information and belief, at all relevant times hereto SOFTSPIKES and PRIDE were engaged in trade or commerce with Mr. Curley in the Commonwealth of Massachusetts.

189. Upon information and belief, the acts of SOFTSPIKES and PRIDE herein were performed willfully and knowingly.

190. Upon information and belief, the acts of SOFTSPIKES and PRIDE complained of herein constitute unfair or deceptive acts or practices within the meaning of G.L. c. 93A, Sections 2, 9 and 11.

191. Wherefore Mr. Curley requests this Court to enter a judgment for Mr. Curley against SOFTSPIKES and PRIDE, award treble damages to Mr. Curley and FLATSPIKES, award interest from the dates that Mr. Curley and FLATSPIKES incurred expenses, and award costs and attorneys' fees to Mr. Curley and FLATSPIKES.

COUNT XVIII

BREACH OF CONTRACT
(Against SOFTSPIKES and PRIDE)

192. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

193. As stated in paragraphs 32 and 61-63 above, Mr. Curley entered into a binding contract with Softspikes, Inc., the predecessor in interest of SOFTSPIKES, as memorialized by the Agreement, wherein Softspikes, Inc. agreed to pay royalties from any and all profits arising from the sale of “dynamic cleats” (as defined in the Agreement) by Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and its affiliates anywhere in the world.

194. Upon information and belief, between 2001 and 2003, both Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and subsequently SOFTSPIKES and PRIDE, have entered into a sub-licensing agreement with MacNeil Engineering regarding the sale of “dynamic cleats” contained within the Agreement.

195. Upon information and belief, both Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and subsequently SOFTSPIKES and PRIDE, have failed to pay Mr. Curley, any and all royalties from the sub-licensing agreement with MacNeil Engineering in accordance with Section 3B(II)(b) of the asset purchase agreement.

196. By the aforementioned actions, both Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and subsequently SOFTSPIKES and PRIDE have breached the contract with Mr. Curley by *inter alia* failing to pay royalties and thus violating, among others, U.C.C. Section 1-203 which provides: “Every contract or duty within this Act imposes an obligation of good faith in its performance or enforcement.”

197. Said acts were done willfully and knowingly by SOFTSPIKES and PRIDE.

198. As a direct and proximate result of SOFTSPIKES and PRIDE’s breach of contract, Mr. Curley and FLATSPIKES have been damaged as alleged herein above and Mr. Curley and FLATSPIKES have incurred monetary damage, plus interest and costs.

COUNT XIX

BREACH OF CONTRACT **(Against SOFTSPIKES and PRIDE)**

199. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

200. As stated in paragraph 32 and 61-63 above, Mr. Curley entered into a binding contract with Softspikes, Inc., the predecessor in interest of SOFTSPIKES, as memorialized by the Agreement, wherein Softspikes, Inc., the predecessor in interest of SOFTSPIKES, agreed to pay royalties from any and all profits arising from the sale of “dynamic cleats” (as defined in the

Agreement) by Softspikes, Inc., the predecessor in interest of SOFTSPIKES, and its affiliates anywhere in the world.

201. As stated in Counts II through VI, SOFTSPIKES failed to identify and properly name Mr. Curley as an inventor on the above-referenced patents.

202. Upon information and belief, SOFTSPIKES and PRIDE, failed to pay Mr. Curley, any and all royalties from any and all profits arising from the patents referenced above in Counts II through VI for which Mr. Curley should have been named as an inventor.

203. Said acts were done willfully and knowingly by SOFTSPIKES and PRIDE.

204. As a direct and proximate result of SOFTSPIKES and PRIDE's breach of contract, Mr. Curley and FLATSPIKES have been damaged as alleged herein above and Mr. Curley and FLATSPIKES have incurred monetary damage, plus interest and costs.

COUNT XX

FOR AN ACCOUNTING **(Against Softspikes and Pride)**

205. Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

206. Upon information and belief, SOFTSPIKES and PRIDE have sole control of the records needed to determine the actual amounts of principal, interest and other fees charged and collected by SOFTSPIKES and PRIDE from the royalty income otherwise due.

207. Upon information and belief, Mr. Curley and FLATSPIKES are entitled to an accounting from SOFTSPIKES and PRIDE of all principal, interest and other fees contracted for and collected by SOFTSPIKES and an Order of this Honorable Court directing SOFTSPIKES and PRIDE to pay Mr. Curley and FLATSPIKES all such sums.

INJUNCTIVE RELIEF

208. Upon information and belief, Mr. Curley and FLATSPIKES reallege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

209. Based upon the foregoing information, Mr. Curley and FLATSPIKES have suffered and will continue to suffer irreparable harm and irreparable damages unless Mr. Curley and FLATSPIKES are granted injunctive relief by this Honorable Court.

210. If Mr. Curley and FLATSPIKES are unable to stop the proliferation of its confidential information and further infringement of his intellectual property, he will suffer irreparable damages. For this harm and damage, Mr. Curley and FLATSPIKES have no adequate remedy at law. These damages are continuing, and to a large degree will be incalculable.

211. Mr. Curley and FLATSPIKES therefore request the Court to enter an injunction enjoining SOFTSPIKES, their agents, servants and employees, and those acting in concert with them from the following:

212. Stop the design, manufacture, sale, distribution and licensing of the SOFTSPIKES' products which have been designed, developed and produced based on the Mr. Curley and FLATSPIKES technology, trade secrets and intellectual property.

213. Mr. Curley and FLATSPIKES are entitled to injunctive relief restraining and enjoining the defendants from taking, receiving, concealing, assigning, transferring, copying or otherwise using or disposing of Mr. Curley's technology, trade secrets and intellectual property.

REQUEST FOR RELIEF

WHEREFORE, Mr. Curley and FLATSPIKES respectfully request that this Court:

1. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' breach of contract.

2. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' tortious interference with Mr. Curley's contractual relationships.

3. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' conveyance, publication and misappropriation of Mr. Curley's trade secrets.

4. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' conversion of the Mr. Curley's property.

5. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' unjust enrichment.

6. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' misrepresentations.

7. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' negligent misrepresentations.

8. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' fraudulent concealment.

9. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' unfair and deceptive trade practices.

10. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury he has sustained as a consequence of Defendants' breach of the implied covenant of good faith and fair dealing.

11. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' breach of the implied covenant of good faith and fair dealing.

12. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of lost royalties due to Defendant's breach of duty of disclosure in failing to identify and properly declare Mr. Curley as an inventor of the patents listed in Counts above.

13. Award Mr. Curley and FLATSPIKES monetary damages, in an amount to be proven at trial, for the economic injury they have sustained as a consequence of Defendants' unfair and deceptive trade practices in violation of M.G.L. c. 93A sec. 11.

14. Award Mr. Curley and FLATSPIKES treble damages, pursuant to M.G.L. c. 93A sec. 11, for Defendants' willful or knowing conduct constituting unfair and deceptive trade practices;

15. Award Mr. Curley and FLATSPIKES double damages, pursuant to M.G.L. c. 93 sec. 42 as to their lost profits, for Defendants' misappropriation of Mr. Curley's tangible or electronically kept or stored trade secrets.

16. Enter an injunction against the Defendants to stop the irreparable harm being suffered by the Mr. Curley.

17. That Defendants be compelled to pay Plaintiff's attorneys' fees, together with any costs incurred in this suit, pursuant to 35 U.S.C. §285.

18. Award such other relief to Mr. Curley and FLATSPIKES as this Honorable Court deems fair and just.

JURY DEMAND

**MR. CURLEY AND FLATSPIKES DEMAND A JURY TRIAL
ON ALL CLAIMS SO TRIABLE.**

Respectfully submitted,
JOHN J. CURLEY,
FLATSPIKES, LLC
By their Attorneys,

/s/ Gary E. Lambert
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