

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

iTrainer Golf Ltd.)	Case No.
)	
Plaintiff)	Judge
)	
v.)	
)	
Swingbyte, Inc.)	<u>COMPLAINT FOR PATENT</u>
)	<u>INFRINGEMENT WITH JURY</u>
)	<u>DEMAND</u>
Defendant.)	

Plaintiff, iTrainer, Golf Ltd., for its Complaint for Patent Infringement against Defendant Swingbyte, Inc., alleges as follows:

PARTIES

1. Plaintiff, iTrainer Golf Ltd. is a Hong Kong corporation.
2. Upon information and belief, Defendant Swingbyte, Inc., is an Illinois corporation with its principal place of business at 445 W. Erie, Suite 201, Chicago, Illinois 60654. Swingbyte engages in the development, manufacture, distribution and sale of a mobile golf swing analysis device.

JURISDICTION AND VENUE

3. This claim arises under the United States patent laws, 35 U.S.C. §1, et seq. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338(a).
4. Swingbyte, Inc. has regularly engaged in business in this state and district and purposefully availed itself of the privilege of conducting business in this district, for example, by offering for sale, selling, and/or having placed infringing products in the stream of commerce through established distribution channels with the expectation that such products would be

purchased by residents of this district, and has committed and/or induced acts or patent infringement in this district.

5. Venue is proper in this district and division, under 28 U.S.C. §§1391 and 1400. Swingbyte, Inc. has done business, has infringed, and continues to infringe the iTrainer Golf Ltd., patents within this district and division.

PATENT INFRINGEMENT COUNTS

6. iTrainer Golf Ltd. is the exclusive licensee for any use in the field of golf of U.S. Patent No. 7,021,140 B2 and U.S. Patent No. 7,024,351 B2 (collectively the “iTrainer Golf Ltd. patents”), which Swingbyte is infringing and/or inducing others to infringe by making, using, offering to sell, and/or selling in the United States, or importing into the United States, products that embody patented inventions described and claimed in the iTrainer Golf Ltd. patents.

7. The iTrainer Golf Ltd. patents have been duly and legally issued and assigned to the Regents of the University of Michigan.

8. The iTrainer Golf Ltd. patents were exclusively licensed to iTrainer Golf Ltd. for use in the field of golf by the Regents of the University of Michigan including the rights to sublicense and to prosecute any infringement of the patents.

9. Swingbyte has profited through infringement of the iTrainer Golf Ltd. patents. As a result of Swingbyte’s unlawful infringement of the iTrainer Golf Ltd. patents, iTrainer Golf Ltd. has suffered and will continue to suffer damage. iTrainer Golf Ltd. is entitled to recover from Swingbyte damages suffered by iTrainer Golf Ltd. as a result of Swingbyte’s unlawful acts.

10. Upon information and belief, Swingbyte's infringement of one or more of the iTrainer Golf Ltd. patents is willful and deliberate, entitling iTrainer Golf Ltd. to enhanced damages and reasonable attorney fees and costs.

11. Upon information and belief, Swingbyte intends to continue its unlawful and infringing activity and iTrainer Golf Ltd. suffers and will continue to suffer irreparable harm - for which there is no adequate remedy at law - from such unlawful infringing activity unless Swingbyte is enjoined by this Court.

COUNT 1
Infringement of U.S. Patent No. 7,021,140 B2

12. iTrainer Golf Ltd. realleges and incorporates by reference the allegations set forth in paragraphs 1 through 11.

13. iTrainer Golf Ltd. is the exclusive licensee for use in the field of golf of the U.S. Patent 7,021,140 B2 entitled "electronic measurement of the motion of a moving body of sports equipment", duly and properly issued by the U.S. Patent and Trademark office on April 4, 2006. A copy the patent is attached as Exhibit A.

14. Swingbyte has been and/or is directly infringing and/or inducing infringement of and/or contributorily infringing this patent by, among other things, making, using, offering to sell, or selling in the United States or importing into the United States, products and/or services that are covered by the 7,021,140 B2 patent, including, by way of example, but not limitation, the Swingbyte Golf training devices.

COUNT 2
Infringement of U.S. Patent No. 7,234,351 B2

15. 10. iTrainer Golf Ltd. realleges and incorporates by reference the allegations set forth in paragraphs 1 through 14.

16. iTrainer Golf Ltd. is the exclusive licensee for use in the field of golf of the U.S. Patent 7,234,351 B2 entitled “electronic measurements of the motion of a moving body of sports equipment”, duly and properly issued by the U.S. Patent and Trademark Office on June 26, 2007. A copy of U.S. Patent 7,234,351 B2 is attached as Exhibit B.

17. Swingbyte has been and/or is directly infringing and/or inducing infringement of and/or contributorily infringing the U.S. Patent 7,234,351 B2, by, among other things, making, using, offering to sell or selling in the United States, or importing to the United States, products and/or services that are covered by the U.S. patent 7,234,351 B2, including, by way of example, and not limitation, the Swingbyte golf training devices.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedures, iTrainer Golf Ltd. requests a trial by jury on all issues properly triable by jury.

PRAYER FOR RELIEF

WHEREFORE, iTrainer Golf Ltd. prays for relief as follows:

A. For a judgment declaring that Swingbyte has infringed each of iTrainer Golf Ltd.’s patents;

B. For a judgment awarding iTrainer Golf Ltd. compensatory damages as a result of Swingbyte's infringement of the iTrainer Golf Ltd. patents together with interest and costs and in no event less than the reasonable royalties;

C. For a judgment declaring that Swingbyte's infringement of iTrainer Golf Ltd.'s patents has been willful and deliberate;

D. For judgment awarding iTrainer Golf Ltd. treble damages, pre-judgment interest under 35 U.S.C. § 284 as a result of Swingbyte's willful and deliberate infringement of the iTrainer Golf Ltd.'s patents;

E. For a judgment declaring that this case is exceptional and awarding iTrainer Golf Ltd. its expenses, costs and attorneys fees in accordance with 35 U.S. C. §§284 and 285 and Rule 54(d) of the Federal Rules of Civil procedure;

F. For a grant of permanent injunction pursuant to 35 U.S.C. §283, enjoining Swingbyte from further acts of infringement; and

G. For such other and further relief as the court deems just and proper.

Dated: May 27, 2014

Respectfully submitted,

s/ Byron S. Choka

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