

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

SLINGSHOT PRINTING LLC,

Plaintiff,

v.

CANON U.S.A., INC. and
CANON SOLUTIONS AMERICA, INC.

Defendants.

Civil Action No.: 22-cv-1852

JURY TRIAL DEMANDED

DEFENDANTS' ANSWER AND COUNTERCLAIMS TO PLAINTIFF'S COMPLAINT

Defendants Canon U.S.A., Inc. (“Canon USA”) and Canon Solutions America, Inc. (“Canon Solutions”) (collectively, “Defendants” or “Canon”), by their attorneys, hereby provide this Answer and Defenses to Plaintiff Slingshot Printing LLC’s (“Slingshot”) Complaint for Patent Infringement (“Complaint”), as well as the following Counterclaims. Canon has adopted the headings found in the Complaint for ease of reference. However, to the extent such headings contain factual and/or legal characterizations, Canon denies such characterizations. Canon additionally denies all allegations not expressly admitted.

ANSWER

**RESPONSES TO SLINGSHOT'S ALLEGATIONS REGARDING
THE NATURE OF THIS ACTION**

1. This is an action for patent infringement of United States Patent Nos. 7,484,823; 7,594,708; and 7,290,864 (collectively, the “Patents in Suit”) under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

ANSWER: Paragraph 1 contains legal conclusions to which no response is required. To the extent a response is required, Defendants admit that the Complaint alleges patent infringement

of United States Patent Nos. 7,484,823 (“the ‘823 Patent”); 7,594,708 (“the ‘708 Patent”); and 7,290,864 (“the ‘864 Patent”) (collectively, the “Patents in Suit”) and that such allegations arise under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.* Defendants deny all allegations of patent infringement and deny any remaining allegations in paragraph 1.

RESPONSES TO SLINGSHOT’S ALLEGATIONS REGARDING THE PARTIES

2. Plaintiff Slingshot is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at 10015 Old Columbia Road, Suite B215, Columbia, Maryland 21046. Slingshot is in the business of licensing patented technology. Slingshot is the assignee of the Patents in Suit.

ANSWER: Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 2 and, on that basis, deny them.

3. Defendant Canon U.S.A., Inc. (“Canon U.S.A.”) is a New York corporation with its principal place of business at One Canon Park, Melville, New York 11747. Canon U.S.A. is a subsidiary of Japanese corporation Canon, Inc. that is primarily responsible for marketing and sales of Canon products in the United States, including through distributors and resellers. Canon U.S.A.’s registered agent for service of process in the State of New York is Corporation Service Company, 80 State Street, Albany, New York 12207–2543. Canon U.S.A. conducts business in and is doing business in New York and in this District, including, without limitation, using, promoting, offering to sell, importing, and/or selling inkjet printers, inkjet printheads, and/or ink cartridges that embody the patented technology in this District, as well as enabling end-user purchasers to use such devices in this District.

ANSWER: Defendants admit that Canon USA is a New York corporation with its principal place of business at One Canon Park, Melville, New York 11747. Defendants further admit that Canon USA is a subsidiary of Japanese corporation Canon Inc. and markets and sells Canon products in the United States, including through distributors and resellers. Defendants admit that Canon USA’s registered agent for service of process in the State of New York is Corporation Service Company, 80 State Street, Albany, New York 12207–2543. Defendants admit that Canon USA conducts business in and is doing business in New York and in this District, including using, promoting, offering to sell, importing, and/or selling inkjet printers, inkjet

printheads, and/or ink cartridges but deny any allegations that such activities infringe the Patents in Suit. Defendants deny any remaining allegations in paragraph 3.

4. Defendant Canon Solutions America, Inc. (“CSA”) is a New York corporation with a principal place of business at One Canon Park, Melville, New York 11747. CSA is a wholly owned subsidiary of Canon U.S.A. CSA’s registered agent for service of process in the State of New York is Corporation Service Company, 80 State Street, Albany, New York 12207–2543. Defendant CSA conducts business in and is doing business in New York and in this District and elsewhere in the United States, including, without limitation, using, promoting, offering to sell, importing, and/or selling inkjet printers and/or inkjet printheads that embody the patented technology in this District, and enabling end-user purchasers to use such devices in this District.

ANSWER: Defendants admit that Canon Solutions is a New York corporation with a principal place of business at One Canon Park, Melville, New York 11747. Defendants further admit that Canon Solutions is a wholly owned subsidiary of Canon USA. Defendants admit that Canon Solutions’ registered agent for service of process in the State of New York is Corporation Service Company, 80 State Street, Albany, New York 12207–2543. Defendants admit that Canon Solutions conducts business in and is doing business in New York and in this District and elsewhere in the United States, including using, promoting, offering to sell, and/or selling inkjet printers and/or inkjet printheads but deny any allegations that such activities infringe the Patents in Suit. Defendants deny any remaining allegations in paragraph 4.

**RESPONSES TO SLINGSHOT’S ALLEGATIONS REGARDING
JURISDICTION AND VENUE**

5. This action arises under the Patent Laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

ANSWER: Paragraph 5 contains legal conclusions to which no response is required. To the extent a response is required, Defendants admit that the Complaint alleges patent infringement and that such allegations arise under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.* Defendants also admit that this Court has subject matter jurisdiction over this action pursuant to

28 U.S.C. §§ 1331 and 1338(a). Defendants deny all allegations of patent infringement and deny any remaining allegations in paragraph 5.

6. Defendant Canon U.S.A. is subject to this Court's specific and general personal jurisdiction at least because it is incorporated under the laws of New York, has a headquarters located in this District, conducts business in New York and in this District, and has committed acts of infringement within this District, including, without limitation, using, promoting, offering to sell, importing, and/or selling inkjet printers, printheads and/or ink cartridges that embody the patented technology in this District, as well as inducing infringement in this District.

ANSWER: Paragraph 6 contains legal conclusions to which no response is required. To the extent a response is required, Defendants admit, for purpose of this action only, that Canon USA is subject to this Court's specific and general personal jurisdiction. Defendants further admit that Canon USA is incorporated under the laws of New York, has a headquarters located in this District, and conducts business in New York and in this District. Defendants further admit that Canon USA markets, offers to sell, imports, and/or sells inkjet printers, printheads, and/or ink cartridges in this District. Defendants deny all allegations of patent infringement and deny any remaining allegations in paragraph 6.

7. Defendant CSA is subject to this Court's specific and general personal jurisdiction at least because it is incorporated under the laws of New York, has a headquarters located in this District, conducts business in New York and in this District, and has committed acts of infringement within this District, including, without limitation, using, promoting, offering to sell, importing, and/or selling inkjet printers and/or ink cartridges that embody the patented technology in this District, as well as inducing infringement in this District.

ANSWER: Paragraph 7 contains legal conclusions to which no response is required. To the extent a response is required, Defendants admit, for purposes of this action only, that Canon Solutions is subject to this Court's specific and general personal jurisdiction. Defendants further admit that Canon Solutions is incorporated under the laws of New York, has a headquarters located in this District, and conducts business in New York and in this District. Defendants further admit that Canon Solutions markets, offers to sell, and/or sells inkjet printers and/or printheads in this

District. Defendants deny all allegations of patent infringement and deny any remaining allegations in paragraph 7.

8. Venue lies in this District under 28 U.S.C. §§ 1391 and 1400(b) because Defendants reside in this District, have regularly conducted business in this District, and/or have committed acts of infringement in this District.

ANSWER: Paragraph 8 contains legal conclusions to which no response is required. To the extent a response is required, Defendants admit that they reside in this District and conduct business in this district. Defendants further admit, for purposes of this action only, that venue is proper in this District under 28 U.S.C. §§ 1391 and 1400(b). Defendants deny all allegations of patent infringement and deny any remaining allegations in paragraph 8.

RESPONSES TO SLINGSHOT'S ALLEGATIONS REGARDING BACKGROUND

9. The Patents in Suit relate to inkjet printer technology. Inkjet printers accomplish printing by ejecting ink from a micro-fluid ejection device such as an inkjet printhead. The printhead generally includes a semiconductor substrate (or “chip”) having attached nozzles and corresponding ink ejection actuators. Ink is ejected from the nozzles onto a print medium, such as paper. Ink tanks or cartridges store ink and provide ink to the printhead during printing.

ANSWER: Defendants deny the allegations in paragraph 9 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the extent a response is required, Defendants lack knowledge or sufficient information to form a belief regarding the truth of the remaining allegations in paragraph 9 and, on that basis, deny them.

10. The Patents in Suit cover technologies relating to printheads for inkjet printers or components thereof. In particular, U.S. Patent No. 7,484,823 and U.S. Patent No. 7,594,708 relate to printhead chips for use with printing devices that comprise temperature sensing elements. U.S. Patent No. 7,290,864 relates to printhead heater chips comprising a bond pad that supplies power to at least a portion of a first heater array and at least a portion of a second heater array.

ANSWER: Defendants deny the allegations in paragraph 10 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the

extent a response is required, Defendants lack knowledge or sufficient information to form a belief regarding the truth of the remaining allegations in paragraph 10 and, on that basis, deny them.

11. The Patents in Suit were originally assigned to Lexmark International, Inc. (hereinafter “Lexmark”), and were the result of Lexmark’s many years of researching, designing, and developing innovative and proprietary inkjet printing technologies.

ANSWER: Defendants deny the allegations in paragraph 11 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the extent a response is required, Defendants lack knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in paragraph 11 and, on that basis, deny them.

12. Lexmark was formed in 1991 when IBM divested a number of its hardware manufacturing operations. Lexmark became a leading developer, manufacturer and supplier of inkjet printers, ink cartridges, and their associated supplies and services.

ANSWER: Defendants deny the allegations in paragraph 12 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the extent a response is required, Defendants lack knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in paragraph 12 and, on that basis, deny them.

13. Recognizing the value of Lexmark’s intellectual property, Funai Electric Co., Ltd. (hereinafter “Funai”) acquired Lexmark’s inkjet printing technology intellectual property and related assets, including the Patents in Suit.

ANSWER: Defendants deny the allegations in paragraph 13 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the extent a response is required, Defendants lack knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in paragraph 13 and, on that basis, deny them.

14. Funai subsequently assigned to Slingshot all rights, title, and interest in the Patents in Suit.

ANSWER: Defendants deny the allegations in paragraph 14 insofar as they contain opinions and legal arguments rather than factual assertions, and, thus, require no response. To the

extent a response is required, Defendants lack knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in paragraph 14 and, on that basis, deny them.

**RESPONSES TO SLINGSHOT’S ALLEGATIONS REGARDING
THE PATENTS IN SUIT**

15. On February 3, 2009, U.S. Patent No. 7,484,823 (“the ’823 patent”), entitled “Methods and Apparatuses for Regulating the Temperature of Multi-Via Heater Chips,” a copy of which is attached hereto as Exhibit A, was duly and legally issued. The ’823 patent issued from U.S. patent application Serial Number 11/324,167 filed December 30, 2005, and discloses and relates to heater chips for use with printing devices. The inventors assigned all rights, title, and interest in the ’823 patent to Lexmark. Lexmark assigned its entire right, title, and interest in the ’823 patent to Funai. Funai assigned its entire right, title, and interest in the ’823 patent to Slingshot. Slingshot is the sole owner of all rights, title, and interest in the ’823 patent and, at a minimum, of all substantial rights in the ’823 patent, including the exclusive right to enforce the patent and all rights to pursue damages, injunctive relief, and all other available remedies for past, current, and future infringement thereof.

ANSWER: Defendants admit that the ‘823 Patent issued on February 3, 2009 and is titled “Methods and Apparatuses for Regulating the Temperature of Multi-Via Heater Chips.” Defendants further admit that the ‘823 Patent issued from U.S. patent application Serial Number 11/324,167 filed December 30, 2005. Defendants also admit that Exhibit A purports to be a copy of the ‘823 Patent. Defendants deny that the ‘823 Patent is valid and enforceable. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 15 and therefore deny the same.

16. On September 29, 2009, U.S. Patent No. 7,594,708 (“the ’708 patent”), entitled “Methods and Apparatuses for Sensing Temperature of Multi-Via Heater Chips,” a copy of which is attached hereto as Exhibit B, was duly and legally issued. The ’708 patent issued from U.S. patent application Serial Number 11/323,809 filed December 30, 2005 and discloses and relates to heater chips for use with printing devices. The inventors assigned all rights, title, and interest in the ’708 patent to Lexmark. Lexmark assigned its entire right, title, and interest in the ’708 patent to Funai. Funai assigned its entire right, title, and interest in the ’708 patent to Slingshot. Slingshot is the sole owner of all rights, title and interest in the ’708 patent and, at a minimum, of all substantial rights in the ’708 patent, including the exclusive right to enforce the patent and all rights to pursue damages, injunctive relief, and all other available remedies for past, current, and future infringement thereof.

ANSWER: Defendants admit that the ‘708 Patent issued on September 29, 2009 and is titled “Methods and Apparatuses for Sensing Temperature of Multi-Via Heater Chips.” Defendants further admit that the ‘708 Patent issued from U.S. patent application Serial Number 11/323,809 filed December 30, 2005. Defendants also admit that Exhibit B purports to be a copy of the ‘708 Patent. Defendants deny that the ‘708 Patent is valid and enforceable. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 16 and therefore deny the same.

17. On November 6, 2007, U.S. Patent No. 7,290,864 (“the ‘864 patent”), entitled “Heater Chips With a Reduced Number of Bondpads,” a copy of which is attached hereto as Exhibit C, was duly and legally issued. The ‘864 patent issued from U.S. patent application Serial Number 11/241,079 filed September 30, 2005 and discloses and relates to heater chips for use in printing devices. The inventor assigned all rights, title, and interest in the ‘864 patent to Lexmark. Lexmark assigned its entire right, title, and interest in the ‘864 patent to Funai. Funai assigned its entire right, title, and interest in the ‘864 patent to Slingshot. Slingshot is the sole owner of all rights, title, and interest in the ‘864 patent and, at a minimum, of all substantial rights in the ‘864 patent, including the exclusive right to enforce the patent and all rights to pursue damages, injunctive relief, and all other available remedies for past, current, and future infringement thereof.

ANSWER: Defendants admit that the ‘864 Patent issued on November 6, 2007 and is titled “Heater Chips With a Reduced Number of Bondpads.” Defendants further admit that the ‘864 Patent issued from U.S. patent application Serial Number 11/241,079 filed September 30, 2005. Defendants also admit that Exhibit C purports to be a copy of the ‘864 Patent. Defendants deny that the ‘864 Patent is valid and enforceable. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 17 and therefore deny the same.

**RESPONSES TO SLINGSHOT’S ALLEGATIONS REGARDING
DEFENDANTS’ INFRINGING PRODUCTS¹**

18. Defendant Canon U.S.A. makes, uses, sells, offers for sale, and/or imports into the United States a variety of inkjet printers. These inkjet printers include, among others, the Maxify line of printers for small and home office printing, the Pixma line of multifunction printers, and the imagePROGRAF line of business and professional printers. Canon U.S.A. actively markets and supports sales of Maxify, Pixma, and imagePROGRAF printers through its website (www.usa.canon.com) and other means, and sells these printers to retailers, distributors, and/or other resellers. Canon U.S.A.’s website assists customers in locating retailers for Maxify, Pixma, and imagePROGRAF printers. Certain of the imagePROGRAF models are offered for sale and available for purchase directly through Canon U.S.A.’s website.

ANSWER: Defendants admit that Canon USA uses, sells, offers for sale, and/or imports into the United States inkjet printers, including the Maxify line of printers, the Pixma line of printers, and the imagePROGRAF line of printers. Defendants also admit that Canon USA sells certain models of its printers through its website (www.usa.canon.com) and sells certain models of its printers to retailers, distributors, and/or other resellers. Defendants deny any allegations of infringement and deny any remaining allegations in paragraph 18.

19. Canon U.S.A. also makes, uses, sells, offers for sale, and/or imports into the United States ink cartridges designed for use and compatible with its inkjet printers. Ink cartridges are necessary for the operation of the inkjet printers and vice versa. Canon U.S.A.’s inkjet printers are typically sold with a set of compatible ink cartridges. Canon U.S.A. also makes, uses, sells, offers for sale, and/or imports into the United States replacement ink cartridges for its various inkjet printers.

ANSWER: Defendants admit that Canon USA uses, sells, offers for sale, and/or imports into the United States ink cartridges and replacement ink cartridges designed for use and compatible with its inkjet printers. Defendants also admit that at least some of the inkjet printers are sold with compatible ink cartridges. Defendants deny any allegations of infringement and deny any remaining allegations in paragraph 19.

¹ Defendants have repeated this header solely for ease of reference. This does not constitute an admission that Defendants infringe any of the Patents in Suit.

20. Some inkjet printers sold by Canon U.S.A. utilize ink cartridges that include an integrated printhead. With respect to other inkjet printers, the printhead is integrated into the printer separate from the ink cartridges. In some models, each printhead is located on a carriage within the inkjet printer and coupled to one or more ink tanks.

ANSWER: Defendants deny the allegations in paragraph 20 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, require no response. To the extent a response is required, Defendants deny the allegations of paragraph 20.

21. Defendant CSA makes, uses, sells, offers for sale, imports into the United States, and/or services large format inkjet printers and/or printheads for large format printers. These large format printers include, among others, the imagePROGRAF line of printers for business and professional printing. CSA's website (csa.canon.com) allows potential customers to request a quote for specific imagePROGRAF printers.

ANSWER: Defendants admit that Canon Solutions uses, sells, and/or offers for sale in the United States, and/or services large format inkjet printers and/or printheads for large format printers, including the imagePROGRAF line of printers. Defendants further admit that the website found at csa.canon.com includes links to the imagePROGRAF line of printers and includes an option to request a quote for pricing. Defendants deny any remaining allegations in paragraph 21.

**DEFENDANTS' RESPONSES TO FIRST CAUSE OF ACTION – INFRINGEMENT OF
THE '823 PATENT**

22. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs 1 to 21, as if fully set forth herein.

ANSWER: Defendants incorporate by reference their answers to the allegations of paragraphs 1-22 as if fully set forth herein.

Defendant Canon U.S.A.'s Infringement

23. Defendant Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '823 patent pursuant to 35 U.S.C. § 271(a) and/or 271(g), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers, ink cartridges, and/or printheads that embody, or are made according to, the inventions claimed in the '823 patent, in particular, at least claims 1-3, 5-6, 8-13, and 15-17, within the United States and within this District. Canon U.S.A. has been and is engaged in one or more of these direct infringing activities related to its inkjet printers, ink cartridges, and/or printheads, including at least: (i) Maxify iX6820,

Pixma Pro-200, Pixma G1200, Pixma G1220, Pixma G2200, Pixma G2260, Pixma G3200, Pixma G3202, Pixma G3260, Pixma G4210, Pixma G5020, Pixma G6020, Pixma G7020, Pixma MG2120, Pixma MG2220, Pixma MG2420, Pixma MG2522, Pixma MG2525, Pixma MG2920, Pixma MG2922, Pixma MG2924, Pixma MG3020, Pixma MG3022, Pixma MG3120, Pixma MG3122, Pixma MG3220, Pixma MG3222, Pixma MG3520, Pixma MG3522, Pixma MG3620, Pixma MG4120, Pixma MG4220, Pixma MX320, Pixma MX330, Pixma MX340, Pixma MX350, Pixma MX360, Pixma MX372, Pixma MX392, Pixma MX410, Pixma MX420, Pixma MX432, Pixma MX439, Pixma MX452, Pixma MX459, Pixma MX472, Pixma MX479, Pixma MX490, Pixma MX492, Pixma MX512, Pixma MX522, Pixma MX532, Pixma TR4520, Pixma TR4522, Pixma TR7020, Pixma TR7022, Pixma TS202, Pixma TS302, Pixma TS3120, Pixma TS3122, Pixma TS3320, Pixma TS3322, Pixma TS5120, Pixma TS5320, Pixma TS6420, Pixma iP100, Pixma iP110, Pixma iP2700, Pixma iP2702, and Pixma iP2820 inkjet printers; (ii) CL-211, CL-211XL, CL-241, CL-241XL, CL-244, CL-244XL, CL-246, CL-246XL, CL-261, CL-261XL ink cartridges and Maxify and/or Pixma printers utilizing such cartridges; (iii) inkjet printers and/or ink cartridges utilizing one or more printheads containing a die with part number LQ4220, LQ4300, LQ4350, LQ4390, LQ4500A, LQ4500A-23, LQ4590, LQ4640, LQ4670, LQ4760, LQ4780, and LQ4780-13; (iv) PF-10 printheads and printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S, PRO-6100, and PRO-6100S large format inkjet printers; and (v) any other printhead (or product containing a printhead) having a chip with at least three parallel ink vias, an area between the first and second ink vias having a first temperature sensing element substantially centrally disposed between first and second columns of heater actuators, and an area between the second and third ink vias having a second temperature sensing element substantially centrally disposed between third and fourth columns of heater actuators (collectively hereinafter “the ’823 CUSA Accused Products”).

ANSWER: Defendants deny the allegations of paragraph 23.

24. Canon U.S.A. sells the ’823 CUSA Accused Products to distributors, retailers and/or other customers throughout the United States, and actively markets and supports sales, including through its website.

ANSWER: Defendants admit that Canon USA sells certain of its inkjet printers, ink cartridges, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants further admit that, in some instances, certain of Canon’s products are available for sale directly through Canon USA’s website (www.usa.canon.com).

Defendants deny the remaining allegations of paragraph 24.

25. Notice of the factual basis of Plaintiff’s allegations of infringement by the ’823 CUSA Accused Products is provided in the claim chart attached as Exhibit D. Exhibit D demonstrates how the ’823 patent is infringed by reference to Pixma TR7020, Pixma TS6420, Pixma Pro-200, Pixma MG2525, Pixma G3260, Pixma iP110, Pixma TR4520, Maxify iX6820, Pixma G4210, and CLI-261 and CL-211 cartridges, which, on information and belief, are

representative of the infringing aspects of at least the Maxify and Pixma inkjet printers and replacement cartridges identified in Paragraph 23.

ANSWER: Defendants deny the allegations of paragraph 25 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent that a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '823 Patent before Slingshot filed the Complaint. Defendants admit that Exhibit D purports to provide a claim chart but deny any allegations of infringement contained in the exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 25.

26. Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is indirectly infringing the '823 patent, including at least claims 1-3, 5-6, 8-13, and 15-17, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. Canon U.S.A.'s customers directly infringe at least by using the '823 CUSA Accused Products. Canon U.S.A.'s retail partners, distributors, and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 26.

27. Canon U.S.A. has actual notice of the '823 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, Canon U.S.A. also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '823 patent. The timing, circumstances, and extent of Canon U.S.A. obtaining actual knowledge of the '823 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 27 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '823 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 27.

28. Canon U.S.A. indirectly infringes the '823 patent by inducing third parties, including customers, to use the '823 CUSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, Canon U.S.A. also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '823 CUSA Accused Products. For example, Canon U.S.A. actively induces such third parties, including customers, distributors, and resellers, to infringe the '823 patent by, among other things:

(i) offering for sale, selling, or otherwise providing the '823 CUSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '823 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '823 CUSA Accused Products in their customary way; (iv) advertising and promoting the '823 CUSA Accused Products, including assisting purchasers in locating local dealers for specific inkjet printer models, through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '823 CUSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 28.

29. Upon information and belief, Canon U.S.A. has known that its customers, distributors, and resellers have followed and/or used Canon U.S.A.'s support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '823 CUSA Accused Products within the United States. Canon U.S.A. directly benefits from and actively and knowingly encourages customers', distributors' and resellers' use, sale, and/or offer for sale of the '823 CUSA Accused Products in the United States.

ANSWER: Defendants deny the allegations of paragraph 29 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 29.

30. Upon gaining knowledge of the '823 patent, it became apparent to Canon U.S.A. that the manufacture, sale, importing, offer for sale, or use of the '823 CUSA Accused Products infringes the '823 patent. On information and belief, Canon U.S.A. will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '823 patent.

ANSWER: Defendants deny the allegations in paragraph 30.

31. Canon U.S.A.'s direct infringement and/or inducement to infringe the '823 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 31.

Defendant CSA's Infringement

32. Defendant CSA directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '823 patent pursuant to 35 U.S.C. § 271(a) and/or § 271(g), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers and/or printheads that embody, or are made according to, the inventions claimed in the '823 patent, in particular,

at least claims 1, 5-12, and 15-17, within the United States and within this District. CSA has been and is engaged in one or more of these direct infringing activities related to at least: (i) PF-10 printheads and printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S, PRO-6100, and PRO-6100S large format inkjet printers; and (ii) any other printhead (or product containing a printhead) having a chip with at least three parallel ink vias, an area between the first and second ink vias having a first temperature sensing element substantially centrally disposed between first and second columns of heater actuators, and an area between the second and third ink vias having a second temperature sensing element substantially centrally disposed between third and fourth columns of heater actuators (collectively hereinafter “the ’823 CSA Accused Products”).

ANSWER: Defendants deny the allegations in paragraph 32.

33. CSA sells the ’823 CSA Accused Products to distributors, retailers, and/or other customers throughout the United States, and actively markets and supports sales, including through its website. In some instances, CSA’s parent company, Canon U.S.A., identifies CSA as a dealer for the ’823 CSA Accused Products.

ANSWER: Defendants admit that Canon Solutions sells certain of its inkjet printers, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants admit that, in some instances, certain of Canon’s products are available for sale directly through Canon Solutions’ website (csa.canon.com). Defendants admit that sometimes Canon USA identifies Canon Solutions as a dealer for certain of its products. Defendants deny any remaining allegations in paragraph 33.

34. Notice of the factual basis of Plaintiff’s allegations of infringement by the ’823 CSA Accused Products is provided in the claim chart attached as Exhibit D. Exhibit D in part demonstrates how the ’823 patent is infringed by reference to the PF-10 printhead, which, on information and belief, is representative of the infringing aspects of at least the imagePROGRAF inkjet printers identified in Paragraph 32.

ANSWER: Defendants deny the allegations of paragraph 34 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the ’823 Patent before Slingshot filed the Complaint. Defendants admit that Exhibit D purports to provide a claim chart but deny any allegations of infringement

contained in that exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 34.

35. CSA, directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is also indirectly infringing the '823 patent, including at least claims 1, 5-12, and 15-17 pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. CSA's customers directly infringe at least by using the '823 CSA Accused Products. CSA's distributors and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 35.

36. CSA has actual notice of the '823 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, CSA also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '823 patent. The timing, circumstances, and extent of CSA obtaining actual knowledge of the '823 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 36 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '823 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 36.

37. CSA indirectly infringes the '823 patent by inducing third parties, including customers, to use the '823 CSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, CSA also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '823 CSA Accused Products. For example, CSA actively induces such third parties, including customers, distributors, and resellers, to infringe the '823 patent by, among other things: (i) offering for sale, selling, or otherwise providing the '823 CSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '823 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '823 CSA Accused Products in their customary way; (iv) advertising and promoting the '823 CSA Accused Products through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '823 CSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 37.

38. Upon information and belief, CSA has known that its customers, distributors, and resellers have followed and/or used CSA's support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '823 CSA Accused Products within the United States. CSA directly benefits from and actively and knowingly encourages customers', distributors', and resellers' use, sale, and/or offer for sale of the '823 CSA Accused Products in the United States.

ANSWER: Defendants deny the allegations of paragraph 38 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 38.

39. Upon gaining knowledge of the '823 patent, it became apparent to CSA that the manufacture, sale, importing, offer for sale, or use of the '823 CSA Accused Products infringes the '823 patent. On information and belief, CSA will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '823 patent.

ANSWER: Defendants deny the allegations in paragraph 39.

40. CSA's direct infringement and/or inducement to infringe the '823 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 40.

**DEFENDANTS' RESPONSES TO SECOND CAUSE OF ACTION –
INFRINGEMENT OF THE '708 PATENT**

41. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs 1 to 21, as if fully set forth herein.

ANSWER: Defendants incorporate by reference their answers to the allegations of paragraphs 1-41 as if fully set forth herein.

Defendant Canon U.S.A.'s Infringement

42. Defendant Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '708 patent pursuant to 35 U.S.C. § 271(a) and/or 271(g), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers, ink

cartridges, and/or printheads that embody, or are made according to, the inventions claimed in the '708 patent, in particular, at least claims 1–3, 5-6, 8-12, and 14-15 within the United States and within this District. Canon U.S.A. has been and is engaged in one or more of these direct infringing activities related to its inkjet printers, ink cartridges, and/or printheads, including at least: (i) Maxify iX6820 and Pixma Pro-200 printers; (ii) inkjet printers and/or ink cartridges utilizing one or more printheads containing a die with part number LQ4390, LQ4390A, and LQ4350; (iii) PF-10 printheads and printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S, PRO-6100, and PRO-6100S large format inkjet printers; and (iv) any other printhead (or product containing a printhead) including a chip having at least two ink vias having a column of heater actuators on each side of the vias and a single temperature sensing element adjacent and substantially parallel to each column of heater actuators (collectively hereinafter “the '708 CUSA Accused Products”).

ANSWER: Defendants deny the allegations of paragraph 42.

43. Canon U.S.A. sells the '708 CUSA Accused Products to distributors, retailers and/or other customers throughout the United States, and actively markets and supports sales, including through its website. In some instances, the '708 CUSA Accused Products are available for sale directly through Canon U.S.A.'s website.

ANSWER: Defendants admit that Canon USA sells certain of its inkjet printers, ink cartridges, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants admit that, in some instances, certain of Canon's products are available for sale directly through Canon USA's website (www.usa.canon.com). Defendants deny the remaining allegations of paragraph 43.

44. Notice of the factual basis of Plaintiff's allegations of infringement by the '708 CUSA Accused Products is provided in the claim charts attached as Exhibit E. Exhibit E demonstrates how the '708 patent is infringed by reference to the Pixma Pro-200 and Maxify iX6820 inkjet printers and PF-10 printheads, which, on information and belief, are representative of the infringing aspects of at least the Maxify, Pixma, and imagePROGRAF inkjet printers and replacement cartridges identified in Paragraph 42.

ANSWER: Defendants deny the allegations of paragraph 44 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '708 Patent before Slingshot filed the Complaint. Defendants admit that Exhibit E purports to provide a claim chart but deny any allegations of infringement

contained in that exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 44.

45. Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is also indirectly infringing the '708 patent, including at least claims 1–3, 5-6, 8-12, and 14-15, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. Canon U.S.A.'s customers directly infringe at least by using the '708 CUSA Accused Products. Canon U.S.A.'s retail partners, distributors, and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 45.

46. Canon U.S.A. has actual notice of the '708 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, Canon U.S.A. also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '708 patent. The timing, circumstances, and extent of Canon U.S.A. obtaining actual knowledge of the '708 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 46 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '708 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 46.

47. Canon U.S.A. indirectly infringes the '708 patent by inducing third parties, including customers, to use the '708 CUSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, Canon U.S.A. also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '708 CUSA Accused Products. For example, Canon U.S.A. actively induces such third parties, including customers, distributors, and resellers, to infringe the '708 patent by, among other things: (i) offering for sale, selling, or otherwise providing the '708 CUSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '708 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '708 CUSA Accused Products in their customary way; (iv) advertising and promoting the '708 CUSA Accused Products, including assisting purchasers in locating local dealers for specific inkjet printer models, through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '708 CUSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 47.

48. Upon information and belief, Canon U.S.A. has known that its customers, distributors, and resellers have followed and/or used Canon U.S.A.'s support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '708 CUSA Accused Products within the United States. Canon U.S.A. directly benefits from and actively and knowingly encourages customers', distributors', and resellers' use, sale, and/or offer for sale of the '708 CUSA Accused Products in the United States.

ANSWER: Defendants deny the allegations of paragraph 48 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 48.

49. Upon gaining knowledge of the '708 patent, it became apparent to Canon U.S.A. that the manufacture, sale, importing, offer for sale, or use of the '708 CUSA Accused Products infringes the '708 patent. On information and belief, Canon U.S.A. will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '708 patent.

ANSWER: Defendants deny the allegations in paragraph 49.

50. Canon U.S.A.'s direct infringement and/or inducement to infringe the '708 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 50.

Defendant CSA's Infringement

51. Defendant CSA directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '708 patent pursuant to 35 U.S.C. § 271(a) and/or § 271(g), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers and/or printheads that embody, or are made according to, the inventions claimed in the '708 patent, in particular, at least claims 1, 5-6, 8-10, and 14-15, within the United States and within this District. CSA has been and is engaged in one or more of these direct infringing activities related to at least: (i) PF-10 printheads and inkjet printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S PRO-6100, and PRO-6100S large format inkjet printers; and (ii) any other printhead (or product containing a printhead) including a chip having at least two ink vias having a column of heater actuators on each side of the vias and a single temperature sensing element adjacent and

substantially parallel to each column of heater actuators (collectively hereinafter “the ’708 CSA Accused Products”).

ANSWER: Defendants deny the allegations in paragraph 51.

52. CSA sells the ’708 CSA Accused Products to distributors, retailers and/or other customers throughout the United States, and actively markets and supports sales, including through its website. In some instances, CSA’s parent company, Canon U.S.A., identifies CSA as a dealer for the ’708 CSA Accused Products.

ANSWER: Defendants admit that Canon Solutions sells certain of its inkjet printers, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants admit that, in some instances, certain of Canon’s products are available for sale directly through Canon Solution’s website (csa.canon.com). Defendants admit that sometimes Canon USA identifies Canon Solutions as a dealer for certain of its products. Defendants deny any remaining allegations in paragraph 52.

53. Notice of the factual basis of Plaintiff’s allegations of infringement by the ’708 CSA Accused Products is provided in the claim chart attached as Exhibit E. Exhibit E in part demonstrates how the ’708 patent is infringed by reference to the PF-10 printhead, which, on information and belief, are representative of the infringing aspects of at least the imagePROGRAF inkjet printers identified in Paragraph 51.

ANSWER: Defendants deny the allegations of paragraph 53 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the ’708 Patent before Slingshot filed the Complaint. Defendants admit that Exhibit E purports to provide a claim chart but deny any allegations of infringement contained in that exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 53.

54. CSA, directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is also indirectly infringing the ’708 patent, including at least claims 1, 5-6, 8-10, and

14-15, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. CSA's customers directly infringe at least by using the '708 CSA Accused Products. CSA's distributors and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 54.

55. CSA has actual notice of the '708 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, CSA also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '708 patent. The timing, circumstances, and extent of CSA obtaining actual knowledge of the '708 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 55 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '708 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 55.

56. CSA indirectly infringes the '708 patent by inducing third parties, including customers, to use the '708 CSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, CSA also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '708 CSA Accused Products. For example, CSA actively induces such third parties, including customers, distributors, and resellers, to infringe the '708 patent by, among other things: (i) offering for sale, selling, or otherwise providing the '708 CSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '708 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '708 CSA Accused Products in their customary way; (iv) advertising and promoting the '708 CSA Accused Products through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '708 CSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 56.

57. Upon information and belief, CSA has known that its customers, distributors, and resellers have followed and/or used CSA's support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '708 CSA Accused Products within the United States. CSA directly benefits from and actively and knowingly encourages customers',

distributors', and resellers' use, sale, and/or offer for sale of products that infringe the '708 patent in the United States.

ANSWER: Defendants deny the allegations of paragraph 57 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 57.

58. Upon gaining knowledge of the '708 patent, it became apparent to CSA that the manufacture, sale, importing, offer for sale, or use of the '708 CSA Accused Products infringes the '708 patent. On information and belief, CSA will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '708 patent.

ANSWER: Defendants deny the allegations in paragraph 58.

59. CSA's direct infringement and/or inducement to infringe the '708 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 59.

**DEFENDANTS' RESPONSES TO THIRD CAUSE OF ACTION –
INFRINGEMENT OF THE '864 PATENT**

60. Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs 1 to 21, as if fully set forth herein.

ANSWER: Defendants incorporate by reference their answers to the allegations of paragraphs 1-60 as if fully set forth herein.

Defendant Canon U.S.A.'s Infringement

61. Defendant Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '864 patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers, ink cartridges, and/or printheads that embody the inventions claimed in the '864 patent, in particular, at least claims 1–6 and 8-17, and 19-20, within the United States and within this District. Canon U.S.A. has been and is engaged in one or more of these direct infringing activities related to its inkjet printers, ink cartridges, and/or printheads, including at least: (i) Maxify GX6020, Maxify GX7020, Maxify iB4020, Maxify iB4120, Maxify iX6820, Maxify MB2020, Maxify MB2120, Maxify MB2320, Maxify MB2720, Maxify MB5020, Maxify MB5120, Maxify MB5320,

Maxify MB5420, Pixma Pro-200, Pixma G1200, Pixma G1220, Pixma G2200, Pixma G2260, Pixma G3200, Pixma G3202, Pixma G3260, Pixma G4210, Pixma G5020, Pixma G6020, Pixma G7020, Pixma MG2120, Pixma MG2220, Pixma MG2420, Pixma MG2522, Pixma MG2525, Pixma MG2920, Pixma MG2922, Pixma MG2924, Pixma MG3020, Pixma MG3022, Pixma MG3120, Pixma MG3122, Pixma MG3220, Pixma MG3222, Pixma MG3520, Pixma MG3522, Pixma MG3620, Pixma MG4120, Pixma MG4220, Pixma MX320, Pixma MX330, Pixma MX340, Pixma MX350, Pixma MX360, Pixma MX372, Pixma MX392, Pixma MX410, Pixma MX420, Pixma MX432, Pixma MX439, Pixma MX452, Pixma MX459, Pixma MX472, Pixma MX479, Pixma MX490, Pixma MX492, Pixma MX512, Pixma MX522, Pixma MX532, Pixma TR4520, Pixma TR4522, Pixma TR7020, Pixma TR7022, Pixma TS202, Pixma TS302, Pixma TS3120, Pixma TS3122, Pixma TS3320, Pixma TS3322, Pixma TS5120, Pixma TS5320, Pixma TS6420, Pixma TS8020, Pixma TS8120, Pixma TS8220, Pixma TS8320, Pixma TS8322, Pixma TS9020, Pixma TS9120, Pixma iP100, Pixma iP110, Pixma iP2700, Pixma iP2702, and Pixma iP2820 inkjet printers; (ii) CL-211, CL-211XL, CL-241, CL-241XL, CL-244, CL-244XL, CL-246, CL-246XL, CL-261, CL-261XL, PG-210, PG-240, PG-240XL, PG-243, PG-243-XL, PG-245, PG-245XL, PG-260, and PG-260XL ink cartridges and Maxify and/or Pixma printers utilizing such cartridges; (iii) inkjet printers and/or ink cartridges utilizing one or more printheads containing a die with part number LQ4220, LQ4300, LQ4350, LQ4390, LQ4500A, LQ4500A-23, LQ4550, LQ4550A, LQ4590, LQ4640, LQ4670, LQ4760, LQ4780, LQ4780-13, and KF6-4694; (iv) PF-10 printheads and inkjet printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S, PRO-6100, and PRO-6100S large format inkjet printers; and (v) any other printhead (or product containing a printhead) having at least one bond pad connecting to heaters positioned on opposing sides of an ink via (collectively hereinafter “the ’864 CUSA Accused Products”).

ANSWER: Defendants deny the allegations of paragraph 61.

62. Canon U.S.A. sells the ’864 CUSA Accused Products to distributors, retailers and/or other customers throughout the United States, and actively markets and supports sales, including through its website. In some instances, ’864 CUSA Accused Products are available for sale directly through Canon U.S.A.’s website.

ANSWER: Defendants admit that Canon USA sells certain of its inkjet printers, ink cartridges, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants admit that, in some instances, certain of Canon’s products are available for sale directly through Canon USA’s website (www.usa.canon.com). Defendants deny any remaining allegations of paragraph 62.

63. Notice of the factual basis of Plaintiff’s allegations of infringement by the ’864 CUSA Accused Products is provided in the claim chart attached as Exhibit F. Exhibit F demonstrates how the ’864 patent is infringed by reference to the Maxify GX6020, Maxify GX7020, Maxify iB4120, Maxify MB2720, Maxify iX6820, Pixma Pro200, Pixma G3260,

Pixma G4210, Pixma iP-110, and Pixma TS8220 inkjet printers, as well as cartridges PG-210, CL-211, PG-240, CLI-241, PG-243/245, CL-244/246, PG-260, and CL-261, and large format printhead PF-10, which, on information and belief, are representative of the infringing aspects of at least the Maxify, Pixma, and imagePROGRAF inkjet printers and replacement cartridges identified in Paragraph 61.

ANSWER: Defendants deny the allegations of paragraph 63 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '864 Patent before Slingshot filed the Complaint. Defendants admit that Exhibits F purports to provide a claim chart but deny any allegations of infringement contained in that exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 63.

64. Canon U.S.A., directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is also indirectly infringing the '864 patent, including at least claims 1–6 and 8-17, and 19-20, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. Canon U.S.A.'s customers directly infringe at least by using the '864 CUSA Accused Products. Canon U.S.A.'s retail partners, distributors, and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 64.

65. Canon U.S.A. has actual notice of the '864 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, Canon U.S.A. also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '864 patent. The timing, circumstances, and extent of Canon U.S.A. obtaining actual knowledge of the '864 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 65 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '864 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 65.

66. Canon U.S.A. indirectly infringes the '864 patent by inducing third parties, including customers, to use the '864 CUSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, Canon U.S.A. also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '864 CUSA Accused Products. For example, Canon U.S.A. actively induces such third parties, including customers, distributors, and resellers, to infringe the '864 patent by, among other things: (i) offering for sale, selling, or otherwise providing the '864 CUSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '864 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '864 CUSA Accused Products in their customary way; (iv) advertising and promoting the '864 CUSA Accused Products, including assisting purchasers in locating local dealers for specific inkjet printer models, through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '864 CUSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 66.

67. Upon information and belief, Canon U.S.A. has known that its customers, distributors, and resellers have followed and/or used Canon U.S.A.'s support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '864 CUSA Accused Products within the United States. Canon U.S.A. directly benefits from and actively and knowingly encourages customers', distributors', and resellers' use, sale, and/or offer for sale of the '864 CUSA Accused Products in the United States.

ANSWER: Defendants deny the allegations of paragraph 67 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 67.

68. Upon gaining knowledge of the '864 patent, it became apparent to Canon U.S.A. that the manufacture, sale, importing, offer for sale, or use of the '864 CUSA Accused Products infringes the '864 patent. On information and belief, Canon U.S.A. will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '864 patent.

ANSWER: Defendants deny the allegations in paragraph 68.

69. Canon U.S.A.'s direct infringement and/or inducement to infringe the '864 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 69.

Defendant CSA's Infringement

70. Defendant CSA directly and/or through its subsidiaries, affiliates, agents, and/or business partners, has in the past and continues to directly infringe the '864 patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, by making, having made, using, selling, offering to sell, and/or importing inkjet printers and/or printheads that embody the inventions claimed in the '864 patent, in particular, at least claims 1-2, 4, 5-6, 8, 10-14, 16-17, and 19-20, within the United States and within this District. CSA has been and is engaged in one or more of these direct infringing activities related to at least (i) PF-10 printheads and printers utilizing PF-10 printheads, including imagePROGRAF PRO-1000, PRO-2000, PRO-2100, PRO-4000, PRO-4000S, PRO-4100, PRO-4100S, PRO-6000, PRO-6000S, PRO-6100, and PRO-6100S large format inkjet printers; (ii) any other printhead (or product containing a printhead) having at least one bond pad connecting to heaters positioned on opposing sides of an ink via (collectively hereinafter "the '864 CSA Accused Products").

ANSWER: Defendants deny the allegations in paragraph 70.

71. CSA sells the '864 CSA Accused Products to distributors, retailers and/or other customers throughout the United States, and actively markets and supports sales, including through its website. In some instances, CSA's parent company, Canon U.S.A., identifies CSA as a dealer for the '864 CSA Accused Products.

ANSWER: Defendants admit that Canon Solutions sells certain of its inkjet printers, and/or printheads in the United States, including selling to distributors, retailers and/or directly to customers. Defendants admit that, in some instances, certain of Canon's products are available for sale directly through Canon Solutions' website (csa.canon.com). Defendants admit that sometimes Canon U.S.A., Inc. identifies Canon Solutions, America, Inc. as a dealer for certain of its products. Defendants deny any remaining allegations in paragraph 71.

72. Notice of the factual basis of Plaintiff's allegations of infringement by the '864 CSA Accused Products is provided in the claim chart attached as Exhibit F. Exhibit F in part demonstrates how the '864 patent is infringed by reference to the PF-10 printheads, which, on information and belief, are representative of the infringing aspects of at least the imagePROGRAF inkjet printers identified in Paragraph 70.

ANSWER: Defendants deny the allegations of paragraph 72 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To

the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '864 Patent before Slingshot filed the Complaint. Defendants admit that Exhibit F purports to provide a claim chart but deny any allegations of infringement contained in that exhibit or elsewhere. Defendants deny any remaining allegations in paragraph 72.

73. CSA, directly and/or through its subsidiaries, affiliates, agents, and/or business partners, is also indirectly infringing the '864 patent, including at least claims 1-2, 4, 5-6, 8, 10-14, and 16-17, pursuant to 35 U.S.C. § 271(b) by actively inducing acts of direct infringement performed by others. CSA's customers directly infringe at least by using the '864 CSA Accused Products. CSA's distributors and resellers directly infringe at least by selling and offering for sale such products.

ANSWER: Defendants deny the allegations in paragraph 73.

74. CSA has actual notice of the '864 patent and the infringement alleged herein at least upon the service of this Complaint. On information and belief, CSA also has lawyers and other active agents who regularly review patents and published patent applications relevant to the technology in the field of the '864 patent. The timing, circumstances, and extent of CSA obtaining actual knowledge of the '864 patent prior to commencement of this lawsuit will be confirmed during discovery.

ANSWER: Defendants deny the allegations of paragraph 74 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants admit that they did not receive notice from Slingshot of any alleged infringement of the '864 Patent before Slingshot filed the Complaint. Defendants deny the remaining allegations in paragraph 74.

75. CSA indirectly infringes the '864 patent by inducing third parties, including customers, to use the '864 CSA Accused Products in their normal and customary way and for their intended purpose. On information and belief, CSA also induces its authorized distributors and resellers to engage in infringing acts of selling and offering for sale the '864 CSA Accused Products. For example, CSA actively induces such third parties, including customers, distributors, and resellers, to infringe the '864 patent by, among other things: (i) offering for sale, selling, or otherwise providing the '864 CSA Accused Products and components thereof to such third parties; (ii) enabling third parties to assemble, install, and use the products when such use infringes the '864 patent; (iii) providing technical support, specifications, user guides, manuals, technical information, and instructions for assembling, installing, and operating the '864 CSA

Accused Products in their customary way; (iv) advertising and promoting the '864 CSA Accused Products through its website and various promotional materials; and/or (v) providing ongoing warranties, support, maintenance, and registration to such third parties relating to the '864 CSA Accused Products.

ANSWER: Defendants deny the allegations in paragraph 75.

76. Upon information and belief, CSA has known that its customers, distributors, and resellers have followed and/or used CSA's support, instructions, user guides, and technical specifications and have used, offered to sell, or sold the '864 CSA Accused Products within the United States. CSA directly benefits from and actively and knowingly encourages customers', distributors', and resellers' use, sale, and/or offer for sale of products that infringe the '864 patent in the United States.

ANSWER: Defendants deny the allegations of paragraph 76 insofar as they contain opinions and legal arguments rather than factual assertions and, thus, no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 76.

77. Upon gaining knowledge of the '864 patent, it became apparent to CSA that the manufacture, sale, importing, offer for sale, or use of the '864 CSA Accused Products infringes the '864 patent. On information and belief, CSA will continue to engage in activities constituting inducement of infringement, and with the actual intent to cause the acts that it knows or should know would induce direct infringement and/or willful blindness of a high probability that the activities result in infringement of the '864 patent.

ANSWER: Defendants deny the allegations in paragraph 77.

78. CSA's direct infringement and/or inducement to infringe the '864 patent has injured and will continue to injure Slingshot. Slingshot is entitled to recover damages adequate to compensate for such infringement pursuant to 35 U.S.C. § 284.

ANSWER: Defendants deny the allegations in paragraph 78.

GENERAL DENIAL

Except as expressly admitted in the preceding paragraphs above, Defendants deny each and every allegation in the Complaint including, without limitation, the headings and subheadings. Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, allegations contained in the Complaint to which no responsive pleading is required and allegations for which Defendants lack

knowledge or information sufficient to form a belief about the truth of the allegations shall be deemed denied. Defendants expressly reserve the right to amend and/or supplement their answer.

RESPONSE TO SLINGSHOT’S PRAYER FOR RELIEF

Defendants deny that Slingshot is entitled to the relief it requests or to any other relief.

RESPONSE TO SLINGSHOT’S DEMAND FOR A JURY TRIAL

Defendants admit that Slingshot has demanded a jury trial for all triable issues alleged in its Complaint.

DEFENSES

Without assuming any burden other than those imposed by operation of law, and without admitting that they bear the burden of proof with respect to any of the following, Defendants, on information and belief, while reserving the right to add additional defenses based on facts learned in discovery or otherwise assert the following defenses.

First Defense
(Non-Infringement of the Patents in Suit)

Defendants have not infringed and will not infringe, directly or indirectly, any valid and enforceable claim of the Patents in Suit, either literally or under the doctrine of equivalents.

Second Defense
(Invalidity of the Patents in Suit)

Each asserted claim of the Patents in Suit is invalid and/or unenforceable for failure to comply with one or more requirements of the patent laws of the United States, including without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or obviousness-type double patenting, and the rules, regulations, and laws pertaining thereto.

Third Defense
(Prosecution History Estoppel and Prosecution History Disclaimer)

Slingshot's claims that Defendants infringe the Patents in Suit are estopped in whole, or in part, by representations made or actions taken during the prosecution of the applications that lead to the Patents in Suit and/or related patents under the doctrine of prosecution history estoppel and/or prosecution history disclaimer.

Fourth Defense
(Ensnarement)

On information and belief, Slingshot's infringement claims are barred by the doctrine of ensnarement. Slingshot is foreclosed from asserting infringement under the doctrine of equivalents to the extent the scope of such equivalent would ensnare prior art.

Fifth Defense
(Standing)

On information and belief, Slingshot lacks all substantial rights to the Patents in Suit and does not have standing to bring this lawsuit by itself pursuant to 35 U.S.C. § 281. Additionally, on information and belief, because Slingshot lacks standing to sue on the Patents in Suit, Slingshot has failed to state a claim upon which relief can be granted.

Sixth Defense
(Failure to State a Claim)

Slingshot's Complaint fails to state a claim upon which relief may be granted.

Seventh Defense
(No Damages)

Slingshot has not incurred any damages resulting from its allegations that Defendants have infringed the Patents in Suit. Defendants deny any allegations of infringement of the Patents in Suit.

Eighth Defense
(Limitation on Damages and Costs)

Slingshot's claims for relief are barred in whole or in part, including without limitation by 35 U.S.C. §§ 286, 287, and/or 288.

Ninth Defense
(Government Sales)

Slingshot's claims for infringement as they relate to any product manufactured by Defendants for use by the United States is limited to the rights and remedies set forth in 28 U.S.C. §1498. Slingshot cannot seek damages against Defendants for any product made for and/or used by the United States government.

Tenth Defense
(No Willful Infringement)

To the extent Slingshot asserts claims for willful infringement, Defendants have not willfully infringed the Patents in Suit, and Slingshot is therefore not entitled to enhanced damages pursuant to 35 U.S.C. § 284.

Eleventh Defense
(No Exceptional Case)

Slingshot cannot prove that its case against Defendants is exceptional and warrants the award of attorney fees under 35 U.S.C. § 285 or pursuant to the Court's inherent power.

Twelfth Defense
(No Equitable Relief)

Slingshot is not entitled to equitable relief, including Slingshot's request for injunctive relief, because the equities favor denying such relief, including because Slingshot is unlikely to succeed on the merits and the public interest would be disserved by an injunction.

Reservation of Additional Defenses

Defendants reserve the right to add additional defenses based on facts learned in discovery or otherwise.

COUNTERCLAIMS

Defendants Canon U.S.A., Inc. (“Canon USA”) and Canon Solutions America, Inc. (“Canon Solutions”) (collectively, “Defendants” or “Canon”) assert the following Counterclaims against Plaintiff Slingshot Printing LLC (“Slingshot” or “Plaintiff”). Defendants reserve the right to assert additional counterclaims as warranted by facts discovered through investigation and discovery.

Nature of the Action

1. Defendants assert counterclaims for declaratory judgment of invalidity of U.S. Patent Nos. 7,484,823 (“the ‘823 Patent”); 7,594,708 (“the ‘708 Patent”); and 7,290,864 (“the ‘864 Patent”) (collectively, “the Slingshot Patents”) arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* and under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*

2. Defendants also assert counterclaims for declaratory judgment of non-infringement of the Slingshot Patents arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* and under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*

The Parties

3. Defendant Canon USA is a New York corporation with its principal place of business at One Canon Park, Melville, New York 11747.

4. Defendant Canon Solutions is a New York corporation with its principal place of business at One Canon Park, Melville, New York 11747.

5. Slingshot represents in its Complaint that it is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at 10015 Old Columbia Road, Suite B215, Columbia, Maryland 21046.

Jurisdiction and Venue

6. These Counterclaims arise under the Federal Declaratory Judgment Act and the Patent Laws of the United States, and more particularly under 28 U.S.C. § 2201 *et seq.* and 35 U.S.C. § 1 *et seq.* This Court has jurisdiction under 28 U.S.C. §§ 1331, 1338, and 2201.

7. There is an actual justiciable controversy between Defendants and Slingshot concerning the validity, enforceability, and infringement of the Slingshot Patents as evidenced by Slingshot's Complaint alleging that Defendants infringe the Slingshot Patents and Defendants' denial of those allegations.

8. Personal jurisdiction is proper over Slingshot at least because it commenced this action and thus has submitted to this Court's personal jurisdiction.

9. Venue in this District is proper under 28 U.S.C. §§ 1391 and 1400(b) for Defendants' Counterclaims because Slingshot has consented to this venue by suing Defendants here.

COUNTERCLAIM I
(Declaratory Judgment of Invalidity of the '823 Patent)

10. Defendants reallege each of the foregoing paragraphs 1-9 as if fully set forth herein.

11. Defendants incorporate by reference their answers and responses to Slingshot's Complaint as if fully set forth herein.

12. The claims of the '823 Patent are invalid for failure to comply with one or more requirements of the patent laws of the United States, including without limitation, 35 U.S.C. §§

101, 102, 103, 112, and/or obviousness-type double patenting, and the rules, regulations, and laws pertaining thereto.

13. By way of example only, the claims of the ‘823 Patent are invalid under 35 U.S.C. §§ 102 and/or 103 in view of the following prior art either alone or in combination:

- U.S. Patent Pub. No. 2003/0142159
- U.S. Pat. No. 7,722,144

14. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe the ‘823 Patent in its Complaint.

15. Defendants are entitled to a declaratory judgment that the claims of the ‘823 Patent are invalid.

16. This case is exceptional, and Defendants are entitled to attorneys’ fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

COUNTERCLAIM II
(Declaratory Judgment of Invalidity of the ‘708 Patent)

17. Defendants reallege each of the foregoing paragraphs 1-16 as if fully set forth herein.

18. Defendants incorporate by reference their answers and responses to Slingshot’s Complaint as if fully set forth herein.

19. The claims of the ‘708 Patent are invalid for failure to comply with one or more requirements of the patent laws of the United States, including without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or obviousness-type double patenting, and the rules, regulations, and laws pertaining thereto.

20. By way of example only, the claims of the ‘708 Patent are invalid under 35 U.S.C. §§ 102 and/or 103 in view of the following prior art either alone or in combination:

- U.S. Patent Pub. No. 2003/0142159
- U.S. Patent No. 7,722,144

21. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe the '708 Patent in its Complaint.

22. Defendants are entitled to a declaratory judgment that the claims of the '708 Patent are invalid.

23. This case is exceptional, and Defendants are entitled to attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

COUNTERCLAIM III
(Declaratory Judgment of Invalidity of the '864 Patent)

24. Defendants reallege each of the foregoing paragraphs 1-23 as if fully set forth herein.

25. Defendants incorporate by reference their answers and responses to Slingshot's Complaint as if fully set forth herein.

26. The asserted claims of the '864 Patent are invalid for failure to comply with one or more requirements of the patent laws of the United States, including without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or obviousness-type double patenting, and the rules, regulations, and laws pertaining thereto.

27. By way of example only, the claims of the '864 Patent are invalid under 35 U.S.C. §§ 102 and/or 103 in view of the following prior art either alone or in combination:

- U.S. Pat. No. 7,722,144
- U.S. Pat. No. 7,278,703

28. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe the '864 Patent in its Complaint.

29. Defendants are entitled to a declaratory judgment that the claims of the '864 Patent are invalid.

30. This case is exceptional, and Defendants are entitled to attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

COUNTERCLAIM IV
(Declaratory Judgment of Non-Infringement of the '823 Patent)

31. Defendants reallege each of the foregoing paragraphs 1-30 as if fully set forth herein.

32. Defendants incorporate by reference their answers and responses to Slingshot's Complaint as if fully set forth herein.

33. Defendants have not infringed, induced others to infringe, or contributed to the infringement of any valid claim of the '823 Patent, either literally or under the doctrine of equivalents.

34. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe certain claims of the '823 Patent in its Complaint.

35. Defendants are entitled to a declaratory judgment that Defendants do not infringe, have not induced others to infringe, and have not contributed to the infringement of any claim of the '823 Patent, either literally or under the doctrine of equivalents.

36. This case is exceptional, and Defendants are entitled to attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

COUNTERCLAIM V
(Declaratory Judgment of Non-Infringement of the '708 Patent)

37. Defendants reallege each of the foregoing paragraphs 1-36 as if fully set forth herein.

38. Defendants incorporate by reference their answers and responses to Slingshot's Complaint as if fully set forth herein.

39. Defendants have not infringed, induced others to infringe, or contributed to the infringement of any valid claim of the '708 Patent, either literally or under the doctrine of equivalents.

40. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe certain claims of the '708 Patent in its Complaint.

41. Defendants are entitled to a declaratory judgment that Defendants do not infringe, have not induced others to infringe, and have not contributed to the infringement of any claim of the '708 Patent, either literally or under the doctrine of equivalents.

42. This case is exceptional, and Defendants are entitled to attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

COUNTERCLAIM VI
(Declaratory Judgment of Non-Infringement of the '864 Patent)

43. Defendants reallege each of the foregoing paragraphs 1-42 as if fully set forth herein.

44. Defendants incorporate by reference their answers and responses to Slingshot's Complaint as if fully set forth herein.

45. Defendants have not infringed, induced others to infringe, or contributed to the infringement of any valid claim of the '864 Patent, either literally or under the doctrine of equivalents.

46. An actual case or controversy exists between Defendants and Slingshot because Slingshot has alleged Defendants infringe certain claims of the '864 Patent in its Complaint.

47. Defendants are entitled to a declaratory judgment that Defendants do not infringe, have not induced others to infringe, and have not contributed to the infringement of any claim of the '864 Patent, either literally or under the doctrine of equivalents.

48. This case is exceptional, and Defendants are entitled to attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Defendants respectfully request that the Court enter judgment in their favor and against Slingshot on the counterclaims set forth above and respectfully requests that this Court:

A. Award Defendants the relief they seek in their Defenses asserted in response to Slingshot's Complaint;

B. Deny all damages, costs, expenses, attorneys' fees, or other relief requested by Slingshot;

C. Declare that each claim of the Slingshot Patents is invalid;

D. Declare that Defendants have not infringed and will not infringe any claim of the Slingshot Patents;

E. Declare that, pursuant to 35 U.S.C. § 285, this is an exceptional case and award Defendants their attorneys' fees;

F. Award Defendants their costs under Fed. R. Civ. P. 54(d) and 28 U.S.C. § 1920;
and

G. Award all other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(c), Defendants hereby demand a trial by jury on all triable issues alleged in its Counterclaims.

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CERTIFICATE OF SERVICE

I, Grant A. Shehigian, certify that on May 31, 2022, I caused a copy of the foregoing document to be electronically filed via the Court's CM/ECF system which will send an electronic notification of the filing to all counsel of record.

s/ Grant A. Shehigian