

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

<p>MATTHEW A. PEQUIGNOT Plaintiff,</p> <p>v.</p> <p>THE GILLETTE COMPANY and THE PROCTER &amp; GAMBLE COMPANY Defendants.</p>	<p>Civil Action No. 2:08-CV-222</p>
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**COMPLAINT FOR FALSE PATENT MARKING**

Plaintiff MATTHEW A. PEQUIGNOT (hereinafter referred to as “PEQUIGNOT”), for his Complaint against Defendants THE GILLETTE COMPANY (hereinafter referred to as “GILLETTE CO.”) and THE PROCTER & GAMBLE COMPANY (hereinafter referred to as “P&G”) (hereinafter collectively referred to as “DEFENDANTS”), alleges as follows:

**NATURE OF THE CASE**

1. This is an action for false patent marking under Title 35, Section 292, of the United States Code.
2. As set forth in detail below, DEFENDANTS have violated 35 U.S.C. §292(a), by marking certain products with patent numbers of expired patents and/or with patent numbers of patents that do not have a scope which covers the marked products.
3. PEQUIGNOT seeks an award of monetary damages against DEFENDANTS, one-half of which shall be paid to the United States pursuant to 35 U.S.C. §292(b).

**THE PARTIES**

4. PEQUIGNOT is an individual residing in Washington, D.C. with a correspondence address of 1636 R Street, N.W., Third Floor, Washington, D.C. 20009.

5. GILLETTE CO. is a wholly-owned subsidiary of P&G, and is a corporation organized and existing under the laws of Delaware, and has offices located at Prudential Tower Building, Suite 4800, 800 Boylston Street, Boston, Massachusetts, and 1 Gillette Park, Boston, Massachusetts.

6. P&G is a corporation organized and existing under the laws of Ohio, having its principal place of business at One Procter and Gamble Plaza, Cincinnati, Ohio.

### **JURISDICTION, VENUE, AND STANDING**

7. This Court has jurisdiction of this action under 28 U.S.C. §§1331 and 1338(a).

8. Venue is proper in this District under 28 U.S.C. §§1391(c) and 1395(a), because DEFENDANTS' products, the subject matter of this cause of action, are offered for sale and sold in various retail stores in this District.

9. PEQUIGNOT brings this action under 35 U.S.C. §292(b), which provides that any person may sue for civil monetary penalties for false patent marking.

### **INTRODUCTION**

10. DEFENDANTS, collectively or individually, have in the past manufactured and marketed (or caused to be manufactured and marketed) and presently manufacture and market (or cause to be manufactured or marketed) products for sale to the general consuming public, including, among other things, razors, razor blade cartridges, toothbrushes, and antiperspirant and deodorant products.

11. In violation of 35 U.S.C. § 292, DEFENDANTS have in the past and currently mark (or caused to be marked) at least the following products (directly or on the packaging thereof) with the numbers of expired patents and/or the numbers of patents having scopes which do not cover the marked products: Gillette for Women SensorExcel (10 pack) cartridges; M3 Power Nitro razor; Gillette for Women SensorExcel (5 pack) cartridges; GoodNews! (12 pack) razors; CustomPlus (10 pack) razors; M3 Power (4 pack) cartridges; AtraPlus (10 pack) cartridges; Daisy 3 (4+2 pack) razors; M3 Power (8 pack) cartridges; CustomPlus Pivot, Soft Ultra Grip, Extra Lubricating Power with Natural Oils (5 pack) razors; TracIIPlus (10 pack)

cartridges; Venus Disposables, Sensitive Skin (3 pack) razors; Venus Vibrance exfoliate (4 pack) cartridges; Venus Breeze (4 pack) cartridges; Venus Disposables, Smooth Skin (3+1 pack) razors; SensorExcel comfort grip razor; CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power (5 pack) razors; Venus Divine razor; Venus Disposables Malibu (3+1 pack) razors; CustomPlus Soft UltraGrip Pivot (10+2 pack) razors; Sensor Excel (10 pack) cartridges; Mach3 Turbo razor; Venus (8 pack) cartridges; Venus (4 pack) cartridges; GoodNews! (5 pack) razors; Venus razor; Venus Breeze 12 Cartridges with Shave Gel Bars with bonus razor; CustomPlus 52 Razors, Pivot, Soft UltraGrip, Extra Lubricating Power; SensorExcel (25 pack) cartridges; Mach3 Turbo (16 pack) cartridges; M3 Power (16 pack) cartridges; Venus (16 pack) cartridges; Venus Divine (4 pack) cartridges; Sensor 3 (4 pack) razors; Venus Divine (8 pack) cartridges; CustomPlus (5 pack) razors; SensorExcel razor; Sensor3 sensitive (4 pack) razors; Venus Vibrance (4 pack) cartridges; Fusion Power Phantom razor/shaving gel combo; Fusion razor/shaving gel combo; Daisy Classic (5 pack) razors; CustomPlus Pivot for Women (10 pack) razors; Daisy Classic (12 pack) razors; GoodNews! Pivot (12 pack) razors; Sensor for Women (5 pack) cartridges; Gillette Series Invisible Solid Cool Wave Antiperspirant & Deodorant; Right Guard Sport Cool Anti-Perspirant Deodorant Gel; Right Guard Sport Cool Clear Gel Anti-Perspirant Deodorant; all Oral-B branded toothbrushes including, but not limited to Oral-B Advantage Plus comfort grip regular 40 soft (32); Oral-B Advantage reg 40 med (45); Oral-B Advantage reg 40 soft (42); Oral-B Advantage Artica comfort grip med (49); Oral-B Indicator comfort grip reg 40 med (14); Oral-B Indicator comfort grip full 60 med (15); Oral-B CrossAction Power Whitening; Oral-B CrossAction crisscross bristles med reg 40 (55); Oral-B CrossAction crisscross bristles med full 60 (56); Oral-B AdvantagePlus comfort grip full 60 soft (35); Oral-B Advantage Artica comfort grip med (50); Oral-B AdvantagePlus comfort grip med (34); Oral-B Advantage Artica comfort grip soft (47); Oral-B Advantage Artica comfort grip soft (48); Oral-B Stages Power - Power Rangers; Oral-B Stages Power - Winnie the Pooh; Oral B Stages Power – Disney Princess; Oral-B Vitality Precision Clean; Oral-B Vitality Sonic; and/or Oral-B Vitality Dual Clean.

**DEFENDANTS' PATENTS**

**A. Expired Patents**

12. United States Patent No. 4,170,821 (“the ‘821 patent”), entitled *RAZOR CARTRIDGES*, issued on October 16, 1979.

13. Warner-Lambert Company is the assignee of record of the ‘821 patent.

14. The ‘821 patent expired on December 2, 1997, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

15. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘821 patent had expired.

16. United States Patent No. 4,270,268 (“the ‘268 patent”), entitled *RAZOR BLADE ASSEMBLY*, issued on June 2, 1981.

17. GILLETTE CO. is the assignee of record of the ‘268 patent.

18. The ‘268 patent expired on December 7, 1999, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

19. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘268 patent had expired.

20. United States Patent No. 4,379,219 (“the ‘219 patent”), entitled *SHAVING UNIT AND METHOD OF MANUFACTURE THEREFOR*, issued on April 5, 1983.

21. GILLETTE CO. is the assignee of record of the ‘219 patent.

22. The ‘219 patent expired on April 21, 2000, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

23. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘219 patent had expired.

24. United States Patent No. 4,488,357 (“the ‘357 patent”), entitled *SAFETY RAZOR*, issued on December 18, 1984.

25. GILLETTE CO. is the assignee of record of the ‘357 patent.

26. The ‘357 patent expired on September 17, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

27. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘357 patent had expired.

28. United States Patent No. 4,492,024 (“the ‘024 patent”), entitled *RAZOR BLADE ASSEMBLY*, issued on January 8, 1985.

29. GILLETTE CO. is the assignee of record of the ‘024 patent.

30. The ‘024 patent expired on September 17, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

31. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘024 patent had expired.

32. United States Patent No. 4,492,025 (“the ‘025 patent”), entitled *RAZOR HANDLE ASSEMBLY*, issued on January 8, 1985.

33. GILLETTE CO. is the assignee of record of the ‘025 patent.

34. The ‘025 patent expired on September 17, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

35. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘025 patent had expired.

36. United States Patent No. 4,498,235 (“the ‘235 patent”), entitled *RAZOR BLADE ASSEMBLY*, issued on February 12, 1985.

37. GILLETTE CO. is the assignee of record of the ‘235 patent.

38. The '235 patent expired on September 17, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

39. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '235 patent had expired.

40. United States Patent No. 4,551,916 ("the '916 patent"), entitled *RAZOR BLADE ASSEMBLY*, issued on November 12, 1985.

41. GILLETTE CO. is the assignee of record of the '916 patent.

42. The '916 patent expired on November 12, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

43. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '916 patent had expired.

44. United States Patent No. 4,573,266 ("the '266 patent"), entitled *RAZOR BLADE ASSEMBLY*, issued on March 4, 1986.

45. GILLETTE CO. is the assignee of record of the '266 patent.

46. The '266 patent expired on February 12, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

47. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '266 patent had expired.

48. United States Patent No. 4,586,255 ("the '255 patent"), entitled *RAZOR BLADE ASSEMBLY*, issued on May 6, 1986.

49. GILLETTE CO. is the assignee of record of the '255 patent.

50. The '255 patent expired on October 15, 2004, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

51. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '255 patent had expired.

52. United States Patent No. 4,587,729 ("the '729 patent"), entitled *SAFETY RAZOR*, issued on May 13, 1986.

53. GILLETTE CO. is the assignee of record of the '729 patent.

54. The '729 patent expired on December 18, 2001, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

55. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '729 patent had expired.

56. United States Patent No. 4,621,424 ("the '424 patent"), entitled *RAZOR BLADE ASSEMBLY*, issued on November 11, 1986.

57. GILLETTE CO. is the assignee of record of the '424 patent.

58. The '424 patent expired on February 12, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

59. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '424 patent had expired.

60. United States Patent No. 4,624,051 ("the '051 patent"), entitled *SHAVING UNIT*, issued on November 25, 1986.

61. GILLETTE CO. is the assignee of record of the '051 patent.

62. The '051 patent expired on December 7, 2004, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

63. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '051 patent had expired.

64. United States Patent No. 4,709,476 (“the ‘476 patent”), entitled *SAFETY RAZOR SYSTEM*, issued on December 1, 1987.

65. GILLETTE CO. is the assignee of record of the ‘476 patent.

66. The ‘476 patent expired on October 8, 2006, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

67. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘476 patent had expired.

68. United States Patent No. 4,709,746 (“the ‘746 patent”), entitled *PROCESS AND APPARATUS FOR CONTINUOUS SLURRY CASTING*, issued on December 1, 1987.

69. Alumax, Inc. is the assignee of record of the ‘746 patent.

70. The ‘746 patent expired on April 23, 2006, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

71. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘746 patent had expired.

72. United States Patent No. 4,720,918 (“the ‘918 patent”), entitled *RAZOR BLADES*, issued on January 26, 1988.

73. The ‘918 patent expired on January 26, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

74. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the ‘918 patent had expired.

75. United States Patent No. 4,742,909 (“the ‘909 patent”), entitled *SHAVING CARTRIDGE RETAINING CASINGS AND STORAGE TRAY THEREFOR*, issued on May 10, 1988.

76. GILLETTE CO. is the assignee of record of the ‘909 patent.

77. The '909 patent expired on May 12, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

78. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '909 patent had expired.

79. United States Patent No. 4,756,082 ("the '082 patent"), entitled *RAZOR BLADE ASSEMBLY AND HANDLE THEREFOR*, issued on July 12, 1988.

80. GILLETTE CO. is the assignee of record of the '082 patent.

81. The '082 patent expired on May 12, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

82. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '082 patent had expired.

83. United States Patent No. 4,775,528 ("the '528 patent"), entitled *ANTIPERSPIRANT COMPOSITION*, issued on October 4, 1988.

84. The '528 patent expired on April 9, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

85. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '528 patent had expired.

86. United States Patent No. 4,785,534 ("the '534 patent"), entitled *RAZOR*, issued on November 22, 1988.

87. GILLETTE CO. is the assignee of record of the '534 patent.

88. The '534 patent expired on December 7, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

89. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '534 patent had expired.

90. United States Patent No. 4,802,255 ("the '2255 patent"), entitled *NOVEL BRUSH FILAMENTS*, issued on February 7, 1989.

91. The '2255 patent expired on August 10, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

92. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '2255 patent had expired.

93. United States Patent No. 4,807,401 ("the '401 patent"), entitled *PROCESS AND APPARATUS FOR PROVIDING CUTTING EDGES*, issued on February 28, 1989.

94. GILLETTE CO. is the assignee of record of the '401 patent.

95. The '401 patent expired on June 17, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

96. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '401 patent had expired.

97. United States Patent No. 4,916,817 ("the '817 patent"), entitled *RAZOR BLADE CUTTING EDGE STRUCTURE*, issued on April 17, 1990.

98. GILLETTE CO. is the assignee of record of the '817 patent.

99. The '817 patent expired on June 17, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

100. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '817 patent had expired.

101. United States Patent No. 5,249,361 ("the '361 patent"), entitled *GUIDE FOR RAZOR BLADE ASSEMBLY*, issued on October 5, 1993.

102. GILLETTE CO. is the assignee of record of the '361 patent.

103. The '361 patent expired on November 15, 2001, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

104. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '361 patent had expired.

105. United States Patent No. 6,192,856 ("the '856 patent"), entitled *ELECTRONIC FUEL INJECTION APPARATUS*, issued on February 27, 2001.

106. Isuzu Motors Limited is the assignee of record of the '856 patent.

107. The '856 patent expired on March 30, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

108. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the '856 patent had expired.

109. United States Patent No. D290,050 ("the D050 patent"), entitled *RAZOR BLADE ASSEMBLY*, issued on May 26, 1987.

110. GILLETTE CO. is the assignee of record of the D050 patent.

111. The D050 patent expired on May 26, 2001, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

112. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D050 patent had expired.

113. Prior to its expiration, the D050 patent only covered or protected, by way of any patent property right, an ornamental design for a razor blade assembly.

114. United States Patent No. D298,068 ("the D068 patent"), entitled *RAZOR CARTRIDGE*, issued on October 11, 1988.

115. GILLETTE CO. is the assignee of record of the D068 patent.

116. The D068 patent expired on October 11, 2002, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

117. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D068 patent had expired.

118. Prior to its expiration, the D068 patent only covered or protected, by way of any patent property right, an ornamental design for a razor cartridge.

119. United States Patent No. D306,216 (“the D216 patent”), entitled *OVERCAP FOR SHAVING UNIT*, issued on February 20, 1990.

120. GILLETTE CO. is the assignee of record of the D216 patent.

121. The D216 patent expired on February 20, 2004, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

122. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D216 patent had expired.

123. Prior to its expiration, the D216 patent only covered or protected, by way of any patent property right, an ornamental design for an overcap for a shaving unit.

124. United States Patent No. D312,568 (“the D568 patent”), entitled *SHAVING UNIT AND OVERCAP DISPENSER*, issued on December 4, 1990.

125. GILLETTE CO. is the assignee of record of the D568 patent.

126. The D568 patent expired on December 4, 2004, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

127. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D568 patent had expired.

128. Prior to its expiration, the D568 patent only covered or protected, by way of any patent property right, an ornamental design for a shaving unit and overcap dispenser.

129. United States Patent No. D316,962 (“the D962 patent”), entitled *SHAVING CARTRIDGE DISPENSER*, issued on May 21, 1991.

130. GILLETTE CO. is the assignee of record of the D962 patent.

131. The D962 patent expired on May 21, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

132. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D962 patent had expired.

133. Prior to its expiration, the D962 patent only covered or protected, by way of any patent property right, an ornamental design for a shaving cartridge dispenser.

134. United States Patent No. D320,342 (“the D342 patent”), entitled *TRAY PORTION OF SALES PACKAGING FOR A RAZOR AND RAZOR BLADE CARTRIDGES*, issued on October 1, 1991.

135. GILLETTE CO. is the assignee of record of the D342 patent.

136. The D342 patent expired on October 1, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

137. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D342 patent had expired.

138. Prior to its expiration, the D342 patent only covered or protected, by way of any patent property right, an ornamental design for a tray portion of sales packaging for a razor and razor blade cartridges.

139. United States Patent No. D321,953 (“the D953 patent”), entitled *RAZOR HANDLE*, issued on November 26, 1991.

140. GILLETTE CO. is the assignee of record of the D953 patent.

141. The D953 patent expired on November 26, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

142. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D953 patent had expired.

143. Prior to its expiration, the D953 patent only covered or protected, by way of any patent property right, an ornamental design for a razor handle.

144. United States Patent No. D322,689 (“the D689 patent”), entitled *RAZOR BLADE CARTRIDGE*, issued on December 24, 1991.

145. GILLETTE CO. is the assignee of record of the D689 patent.

146. The D689 patent expired on December 24, 2005, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

147. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D689 patent had expired.

148. Prior to its expiration, the D689 patent only covered or protected, by way of any patent property right, an ornamental design for a razor blade cartridge.

149. United States Patent No. D325,689 (“the D5689 patent”), entitled *RAZOR HANDLE*, issued on April 28, 1992.

150. GILLETTE CO. is the assignee of record of the D5689 patent.

151. The D5689 patent expired on April 28, 2006, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

152. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D5689 patent had expired.

153. Prior to its expiration, the D5689 patent only covered or protected, by way of any patent property right, an ornamental design for a razor handle.

154. United States Patent No. D331,639 (“the D639 patent”), entitled *APPLICATOR HEAD FOR A COSMETIC PRODUCT DISPENSER*, issued on December 8, 1992.

155. The D639 patent expired on December 8, 2006, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

156. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D639 patent had expired.

157. Prior to its expiration, the D639 patent only covered or protected, by way of any patent property right, an ornamental design for an applicator head for a cosmetic product dispenser.

158. United States Patent No. D335,722 (“the D722 patent”), entitled *RAZOR HANDLE*, issued on May 18, 1993.

159. GILLETTE CO. is the assignee of record of the D722 patent.

160. The D722 patent expired on May 18, 2007, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

161. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D722 patent had expired.

162. Prior to its expiration, the D722 patent only covered or protected, by way of any patent property right, an ornamental design for a razor handle.

163. United States Patent No. D345,232 (“the D232 patent”), entitled *RAZOR*, issued on March 15, 1994.

164. GILLETTE CO. is the assignee of record of the D232 patent.

165. The D232 patent expired on March 15, 2008, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

166. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D232 patent had expired.

167. Prior to its expiration, the D232 patent only covered or protected, by way of any patent property right, an ornamental design for a razor.

168. United States Patent No. D345,233 (“the D233 patent”), entitled *PROTECTIVE OVERCAP FOR A SHAVING HEAD*, issued on March, 15, 1994.

169. GILLETTE CO. is the assignee of record of the D233 patent.

170. The D233 patent expired on March 15, 2008, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

171. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D233 patent had expired.

172. Prior to its expiration, the D233 patent only covered or protected, by way of any patent property right, an ornamental design for a protective overcap for a shaving head.

173. United States Patent No. D345,441 (“the D441 patent”), entitled *RAZOR HANDLE*, issued on March 22, 1994.

174. GILLETTE CO. is the assignee of record of the D441 patent.

175. The D441 patent expired on March 22, 2008, and, upon expiration, ceased to provide patent rights of exclusion, and the patent property or properties formerly protected thereby, upon expiration, forever, irrevocably, entered the public domain.

176. Upon information and belief, DEFENDANTS knew, on or about the date of expiration, that the D441 patent had expired.

177. Prior to its expiration, the D441 patent only covered or protected, by way of any patent property right, an ornamental design for a razor handle.

**B. Method Patents**

178. United States Patent No. 5,399,204 (“the ‘204 patent”), entitled *AQUEOUS CLEANING METHOD*, issued on March 21, 1995.

179. The '204 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

180. United States Patent No. 5,701,788 ("the '788 patent"), entitled *RAZOR BLADE MANUFACTURE*, issued on December 30, 1997.

181. The '788 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

182. United States Patent No. 5,800,627 ("the '627 patent"), entitled *AQUEOUS CLEANING OF BLADE STACK*, issued on September 1, 1998.

183. The '627 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

184. United States Patent No. 5,813,293 ("the '293 patent"), entitled *SHAVING SYSTEM AND METHOD*, issued on September 29, 1998.

185. The '293 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

186. United States Patent No. 6,044,542 ("the '542 patent"), entitled *RAZOR CARTRIDGE WITH METAL CLIP RETAINING BLADES*, issued on April 4, 2000.

187. The '542 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

188. United States Patent No. 6,052,903 ("the '903 patent"), entitled *DISPENSING RAZOR BLADE CARTRIDGES USED WITH A HANDLE*, issued on April 25, 2000.

189. The '903 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

190. United States Patent No. 6,749,788 ("the '9788 patent"), entitled *METHOD AND APPARATUS FOR MAKING A SHAVING RAZOR HANDLE*, issued on June 15, 2004.

191. The '9788 patent only covers or protects, by way of any patent property right, a method and does not cover or protect, by way of any patent property right, the structure or configuration of any apparatus.

**C. Patents Which Have a Scope That Does Not Cover the Marked Products**

192. United States Patent No. 5,823,082 ("the '3082 patent"), entitled *APPARATUS FOR MANUFACTURING SUPPORT MEMBERS FOR RAZOR BLADES*, issued on October 20, 1998.

193. United States Patent No. 5,855,071 ("the '071 patent"), entitled *RAZOR HANDLE*, issued on January 5, 1999.

194. United States Patent No. 5,875,801 ("the '801 patent"), entitled *AQUEOUS CLEANING OF BLADE STACK*, issued on March 2, 1999.

195. United States Patent No. 5,903,979 ("the '979 patent"), entitled *SAFETY RAZORS*, issued on May 18, 1999.

196. United States Patent No. 5,906,834 ("the '834 patent"), entitled *COLOR CHANGING MATRIX AS WEAR INDICATOR*, issued on May 25, 1999.

197. United States Patent No. 5,956,848 ("the '848 patent"), entitled *SHAVING SYSTEM*, issued on September 28, 1999.

198. United States Patent No. 5,998,431 ("the '431 patent"), entitled *SUSTAINED-RELEASE MATRICES FOR DENTAL APPLICATION*, issued on December 7, 1999.

199. United States Patent No. 6,041,926 ("the '926 patent"), entitled *DISPENSING RAZOR BLADE CARTRIDGES USED WITH A HANDLE*, issued on March 28, 2000.

200. United States Patent No. 5,027,511 (“the ‘511 patent”), entitled *SHAVING SYSTEM*, issued on July 2, 1991.

201. United States Patent No. 5,303,539 (“the ‘539 patent”), entitled *STAPLE FORMING*, issued on April 19, 1994.

202. United States Patent No. 5,531,740 (“the ‘740 patent”), entitled *AUTOMATIC COLOR-ACTIVATED SCANNING TREATMENT OF DERMATOLOGICAL CONDITIONS BY LASER*, issued on July 2, 1996.

203. United States Patent No. 5,787,586 (“the ‘586 patent”), entitled *SHAVING SYSTEM AND METHOD*, issued on August 4, 1998.

204. United States Patent No. 5,784,790 (“the ‘790 patent”), entitled *SHAVING RAZOR AND METHOD*, issued on July 28, 1998.

205. United States Patent No. 6,046,764 (“the ‘764 patent”), entitled *VISUAL INSPECTION OF MOVING STRIP EDGES USING CAMERAS AND A COMPUTER*, issued on April 4, 2000.

206. United States Patent No. 6,085,426 (“the ‘426 patent”), entitled *DISPENSING RAZOR BLADE CARTRIDGES WITH A HANDLE*, issued on July 11, 2000.

207. United States Patent No. 6,185,822 (“the ‘822 patent”), entitled *SHAVING SYSTEM*, issued on February 13, 2001.

208. United States Patent No. 6,237,232 (“the ‘232 patent”), entitled *DISPENSING RAZOR BLADE CARTRIDGES USED WITH A HANDLE*, issued on May 29, 2001.

209. United States Patent No. 6,276,529 (“the ‘529 patent”), entitled *PACKAGING UNIT FOR ARTICLES WITH CONVENIENT OPENING STRIP*, issued on August 21, 2001.

210. United States Patent No. 6,415,517 (“the ‘517 patent”), entitled *STORAGE DEVICE FOR SHAVING RAZOR, CARTRIDGES, OR OTHER STORED ITEMS*, issued on July 9, 2002.

211. United States Patent No. 6,594,904 (“the ‘904 patent”), entitled *SHAVING SYSTEM*, issued on July 22, 2003.

212. United States Patent No. 7,069,658 (“the ‘658 patent”), entitled *SHAVING SYSTEM*, issued on July 4, 2006.

213. United States Patent No. D349,242 (“the D242 patent”), entitled *DISPENSER COVER*, issued on August 2, 1994.

214. The D242 patent only covers or protects, by way of any patent property right, an ornamental design for dispenser cover.

215. United States Patent No. D392,418 (“the D418 patent”), entitled *RAZOR HANDLE*, issued on March 17, 1998.

216. The D418 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

217. United States Patent No. D393,330 (“the D330 patent”), entitled *RAZOR HANDLE*, issued on April 7, 1998.

218. The D330 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

219. United States Patent No. D397,290 (“the D290 patent”), entitled *RAZOR BLADE CARTRIDGE DISPENSER*, issued on August 25, 1998.

220. The D290 patent only covers or protects, by way of any patent property right, an ornamental design for a razor blade cartridge dispenser.

221. United States Patent No. D398,522 (“the D522 patent”), entitled *RAZOR BLADE CARTRIDGE DISPENSER WITH ANGLED FRONT AND DIVIDERS*, issued on September 22, 1998.

222. The D522 patent only covers or protects, by way of any patent property right, an ornamental design for a razor blade cartridge dispenser with angled front and dividers.

223. United States Patent No. D398,523 (“the D523 patent”), entitled *DIVIDER OF RAZOR BLADE CARTRIDGE DISPENSER*, issued on September 22, 1998.

224. The D523 patent only covers or protects, by way of any patent property right, an ornamental design for a divider of razor blade cartridge dispenser.

225. United States Patent No. D399,421 (“the D421 patent”), entitled *TRAY FOR RELEASABLY HOLDING A SHAVER RAZOR*, issued on October 13, 1998.

226. The D421 patent only covers or protects, by way of any patent property right, an ornamental design for a tray for releasably holding a shaving razor.

227. United States Patent No. D401,014 (“the D014 patent”), entitled *SHAVING AID STRIP FOR RAZOR CARTRIDGE*, issued on November 10, 1998.

228. The D014 patent only covers or protects, by way of any patent property right, an ornamental design for a shaving aid strip for a razor cartridge.

229. United States Patent No. D401,145 (“the D145 patent”), entitled *TRAY FOR RELEASABLY HOLDING A SHAVING RAZOR*, issued on November 17, 1998.

230. The D145 patent only covers or protects, by way of any patent property right, an ornamental design for a tray for releasably holding a shaving razor.

231. United States Patent No. D403,114 (“the D114 patent”), entitled *RAZOR HANDLE*, issued on December 22, 1998.

232. The D114 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

233. United States Patent No. D403,811 (“the D811 patent”), entitled *FRAME OF A SHAVING UNIT*, issued on January 5, 1999.

234. The D811 patent only covers or protects, by way of any patent property right, an ornamental design for a frame of a shaving unit.

235. United States Patent No. D404,527 (“the D527 patent”), entitled *GRIPPING PAD FOR A RAZOR HANDLE*, issued on January 19, 1999.

236. The D527 patent only covers or protects, by way of any patent property right, an ornamental design for a gripping pad for a razor handle.

237. United States Patent No. D407,849 (“the D849 patent”), entitled *BUTTON FOR A RAZOR HANDLE*, issued on April 6, 1999.

238. The D849 patent only covers or protects, by way of any patent property right, an ornamental design for a button for a razor handle.

239. United States Patent No. D407,850 (“the D850 patent”), entitled *RAZOR HANDLE PAD*, issued on April 6, 1999.

240. The D850 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle pad.

241. United States Patent No. D407,851 (“the D851 patent”), entitled *RAZOR HANDLE*, issued on April 6, 1999.

242. The D851 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

243. United States Patent No. D408,101 (“the D101 patent”), entitled *RAZOR HANDLE GRIP*, issued on April 13, 1999.

244. The D101 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle grip.

245. United States Patent No. D415,315 (“the D315 patent”), entitled *RAZOR CARTRIDGE*, issued on October 12, 1999.

246. The D315 patent only covers or protects, by way of any patent property right, an ornamental design for a razor cartridge.

247. United States Patent No. D416,108 (“the D108 patent”), entitled *RAZOR*, issued on November 2, 1999.

248. The D108 patent only covers or protects, by way of any patent property right, an ornamental design for a razor.

249. United States Patent No. D417,034 (“the D034 patent”), entitled *RAZOR HANDLE BUTTON*, issued on November 23, 1999.

250. The D034 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle button.

251. United States Patent No. D419,265 (“the D265 patent”), entitled *GRIPPING ELEMENT FOR A RAZOR HANDLE*, issued on January 18, 2000.

252. The D265 patent only covers or protects, by way of any patent property right, an ornamental design for a gripping element for a razor handle.

253. United States Patent No. D422,380 (“the D380 patent”), entitled *SHAVING AID STRIP FOR RAZOR CARTRIDGE*, issued on April 4, 2000.

254. The D380 patent only covers or protects, by way of any patent property right, an ornamental design for a shaving aid strip for a razor cartridge.

255. United States Patent No. D424,745 (“the D745 patent”), entitled *SHAVING AID STRIP FOR RAZOR CARTRIDGE*, issued on May 9, 2000.

256. The D745 patent only covers or protects, by way of any patent property right, an ornamental design for a shaving aid strip for a razor cartridge.

257. United States Patent No. D425,232 (“the D425,232 patent”), entitled *STAGE LAMP*, issued on May 16, 2000.

258. The D425,232 patent only covers or protects, by way of any patent property right, an ornamental design for a stage lamp.

259. United States Patent No. D425,251 (“the D251 patent”), entitled *RAZOR HANDLE*, issued on May 16, 2000.

260. The D251 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

261. United States Patent No. D425,296 (“the D296 patent”), entitled *SHAVING ORGANIZER*, issued on May 23, 2000.

262. The D296 patent only covers or protects, by way of any patent property right, an ornamental design for a shaving organizer.

263. United States Patent No. D429,034 (“the D9034 patent”), entitled *RAZOR HANDLE BUTTON*, issued on August 1, 2000.

264. The D9034 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle button.

265. United States Patent No. D430,013 (“the D013 patent”), entitled *RAZOR CARTRIDGE DISPENSER*, issued on August 29, 2000.

266. The D013 patent only covers or protects, by way of any patent property right, an ornamental design for a razor cartridge dispenser.

267. United States Patent No. D430,023 (“the D023 patent”), entitled *CONTAINER*, issued on August 29, 2000.

268. The D023 patent only covers or protects, by way of any patent property right, an ornamental design for a container.

269. United States Patent No. D440,874 (“the D874 patent”), entitled *CONTAINER*, issued on April 24, 2001.

270. The D874 patent only covers or protects, by way of any patent property right, an ornamental design for a container.

271. United States Patent No. D442,857 (“the D857 patent”), entitled *ARTICLE-CONTAINING PACKAGE*, issued on May 29, 2001.

272. The D857 patent only covers or protects, by way of any patent property right, an ornamental design for an article-containing package.

273. United States Patent No. D444,267 (“the D267 patent”), entitled *RAZOR HANDLE*, issued on June 26, 2001.

274. The D267 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

275. United States Patent No. D446,884 (“the D884 patent”), entitled *RAZOR HANDLE*, issued on August 21, 2001.

276. The D884 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

277. United States Patent No. D447,283 (“the D283 patent”), entitled *SHAVING AID STRIP FOR A RAZOR CARTRIDGE*, issued on August 28, 2001.

278. The D283 patent only covers or protects, by way of any patent property right, an ornamental design for a shaving aid strip for a razor cartridge.

279. United States Patent No. D495,826 (“the D826 patent”), entitled *RAZOR HANDLE GRIP*, issued on September 7, 2004.

280. The D826 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle grip.

281. United States Patent No. D495,828 (“the D828 patent”), entitled *RAZOR HANDLE*, issued on September 7, 2004.

282. The D828 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

283. United States Patent No. D500,174 (“the D174 patent”), entitled *RAZOR HANDLE*, issued on December 21, 2004.

284. The D174 patent only covers or protects, by way of any patent property right, an ornamental design for a razor handle.

285. United States Patent No. D524,984 (“the D984 patent”), entitled *RAZOR*, issued on July 11, 2006.

286. The D984 patent only covers or protects, by way of any patent property right, an ornamental design for a razor.

#### **CAUSES OF ACTION FOR FALSE PATENT MARKING**

287. PEQUIGNOT repeats, realleges, and incorporates by reference each and every paragraph above as if set forth fully herein.

288. When a patent expires, all monopoly rights in the patent terminate irrevocably. Therefore, a product marked with an expired patent is not currently patented by such expired patent, that is, the product is unpatented.

289. DEFENDANTS are sophisticated companies with many decades of experience applying for, obtaining, and litigating patents, and therefore know that patents do not have an indefinite determination, but rather, expire.

290. Upon information and belief, DEFENDANTS know that one or more of the patents marked on the products identified herein are expired.

291. Upon information and belief, DEFENDANTS knew that one or more of the patents marked on the products identified herein were expired during time periods DEFENDANTS were marking products with such expired patent or patents.

292. Because all monopoly rights in an expired patent have terminated, DEFENDANTS cannot have any reasonable belief that the products identified herein are patented or covered by the expired patents marked on such products.

293. Certain of the patents marked on the products identified herein (directly or on the packaging thereof) have scopes which unmistakably do not cover the product on which such patents are marked. Because the scope of such patents is unmistakably different than the products on which they are marked, DEFENDANTS cannot have any reasonable belief that such products are patented by such patents.

294. Upon information and belief, DEFENDANTS know that certain of the products identified herein are marked (directly or on the packaging thereof) with patents which have scopes which do not cover such products and, therefore, that such products are unpatented.

295. As set forth in detail herein, and/or for other reasons which will be later evidenced, DEFENDANTS have “falsely marked” the following products, with the intent to deceive the public, in violation of 35 U.S.C. §292.

296. Each count of this Complaint incorporates each and every factual paragraph that precedes it.

**COUNTS 1-11: FALSE MARKING ON  
WOMEN SENSOREXCEL 10 PACK CARTRIDGES**

297. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Women SensorExcel 10 pack cartridges. (e.g., Ex. A).

**COUNT 1: The '916 Patent**

298. During any time after the expiration of the '916 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '916 patent had a scope which did not cover or protect the Women SensorExcel 10 pack cartridges product.

299. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '916 patent after the '916 patent expired. Even before the expiration of the '916 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges with the '916 patent.

**COUNT 2: The '255 Patent**

300. During any time after the expiration of the '255 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

301. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 3: The '424 Patent

302. During any time after the expiration of the '424 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '424 patent had a scope which did not cover or protect the Women SensorExcel 10 pack cartridges product.

303. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '424 patent after the '424 patent expired. Even before the expiration of the '424 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges with the '424 patent.

COUNT 4: The '051 Patent

304. During any time after the expiration of the '051 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the Women SensorExcel 10 pack cartridges product.

305. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges with the '051 patent.

COUNT 5: The '082 Patent

306. During any time after the expiration of the '082 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '082 patent had a scope which did not cover or protect the Women SensorExcel 10 pack cartridges product.

307. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '082 patent after the '082 patent expired. Even before the expiration of the '082 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges with the '082 patent.

COUNT 6: The '401 Patent

308. During any time after the expiration of the '401 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Women SensorExcel 10 pack cartridges product.

309. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges with the '401 patent.

COUNT 7: The '817 Patent

310. During any time after the expiration of the '817 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

311. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 8: The '361 Patent

312. During any time after the expiration of the '361 patent, the patent did not then protect the Women SensorExcel 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

313. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges products with the '361 patent after the '361 patent expired.

COUNT 9: The '204 Patent

314. Because the '204 patent only contains method claims, the apparatus identified as the Women SensorExcel 10 pack cartridges product is not covered or protected by the '204 patent.

315. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges product with the '204 patent.

COUNT 10: The '627 Patent

316. Because the '627 patent only contains method claims, the apparatus identified as the Women SensorExcel 10 pack cartridges product is not covered or protected by the '627 patent.

317. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges product with the '627 patent.

COUNT 11: The '788 Patent

318. Because the '788 patent only contains method claims, the apparatus identified as the Women SensorExcel 10 pack cartridges product is not covered or protected by the '788 patent.

319. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 10 pack cartridges product with the ‘788 patent.

**COUNTS 12- 38: FALSE MARKING ON M3POWER NITRO RAZOR**

320. DEFENDANTS manufacture, market, and sell a product identified on its packaging as an M3Power Nitro razor. (e.g., Ex. B).

**COUNT 12: The ‘255 Patent**

321. During any time after the expiration of the ‘255 patent, the patent did not then protect the M3Power Nitro razor product with any right of patent exclusivity or other remedy provided by the patent laws.

322. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor products with the ‘255 patent after the ‘255 patent expired.

**COUNT 13: The ‘051 Patent**

323. During any time after the expiration of the ‘051 patent, the patent did not then protect the M3Power Nitro razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the ‘051 patent had a scope which did not cover or protect the M3Power Nitro razor product.

324. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor products with the ‘051 patent after the ‘051 patent expired. Even before the expiration of the ‘051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor with the ‘051 patent.

**COUNT 14: The ‘918 Patent**

325. During any time after the expiration of the ‘918 patent, the patent did not then protect the M3Power Nitro razor product with any right of patent exclusivity or other remedy provided by the patent laws.

326. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor products with the '918 patent after the '918 patent expired.

COUNT 15: The '401 Patent

327. During any time after the expiration of the '401 patent, the patent did not then protect the M3Power Nitro razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the M3Power Nitro razor product.

328. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor with the '4 patent.

COUNT 16: The '817 Patent

329. During any time after the expiration of the '817 patent, the patent did not then protect the M3Power Nitro razor product with any right of patent exclusivity or other remedy provided by the patent laws.

330. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor products with the '817 patent after the '817 patent expired.

COUNT 17: The '539 Patent

331. The '539 patent has a scope which does not cover or protect the M3Power Nitro razor product.

332. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '539 patent.

COUNT 18: The '204 Patent

333. Because the '204 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '204 patent.

334. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '204 patent.

COUNT 19: The '788 Patent

335. Because the '788 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '788 patent.

336. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '788 patent.

COUNT 20: The '627 Patent

337. Because the '627 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '627 patent.

338. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '627 patent.

COUNT 21: The '293 Patent

339. Because the '293 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '293 patent.

340. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '293 patent.

COUNT 22: The '834 Patent

341. The '834 patent has a scope which does not cover or protect the M3Power Nitro razor product.

342. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '834 patent.

COUNT 23: The '431 Patent

343. The '431 patent has a scope which does not cover or protect the M3Power Nitro razor product.

344. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '431 patent.

COUNT 24: The '926 Patent

345. The '926 patent has a scope which does not cover or protect the M3Power Nitro razor product.

346. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '926 patent.

COUNT 25: The '542 Patent

347. Because the '542 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '542 patent.

348. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '542 patent.

COUNT 26: The '764 Patent

349. The '764 patent has a scope which does not cover or protect the M3Power Nitro razor product.

350. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '764 patent.

COUNT 27: The '903 Patent

351. Because the '903 patent only contains method claims, the apparatus identified as the M3Power Nitro razor product is not covered or protected by the '903 patent.

352. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '903 patent.

COUNT 28: The '426 Patent

353. The '426 patent has a scope which does not cover or protect the M3Power Nitro razor product.

354. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the '426 patent.

COUNT 29: The D418 Patent

355. The D418 patent has a scope which does not cover or protect the M3Power Nitro razor product.

356. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D418 patent.

COUNT 30: The D290 Patent

357. The D290 patent has a scope which does not cover or protect the M3Power Nitro razor product.

358. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D290 patent.

COUNT 31: The D522 Patent

359. The D522 patent has a scope which does not cover or protect the M3Power Nitro razor product.

360. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D522 patent.

COUNT 32: The D523 Patent

361. The D523 patent has a scope which does not cover or protect the M3Power Nitro razor product.

362. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D523 patent.

COUNT 33: The D421 Patent

363. The D421 patent has a scope which does not cover or protect the M3Power Nitro razor product.

364. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D421 patent.

COUNT 34: The D145 Patent

365. The D145 patent has a scope which does not cover or protect the M3Power Nitro razor product.

366. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D145 patent.

COUNT 35: The D527 Patent

367. The D527 patent has a scope which does not cover or protect the M3Power Nitro razor product.

368. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D527 patent.

COUNT 36: The D380 Patent

369. The D380 patent has a scope which does not cover or protect the M3Power Nitro razor product.

370. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D380 patent.

COUNT 37: The D267 Patent

371. The D267 patent has a scope which does not cover or protect the M3Power Nitro razor product.

372. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D267 patent.

COUNT 38: The D283 Patent

373. The D283 patent has a scope which does not cover or protect the M3Power Nitro razor product.

374. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power Nitro razor product with the D283 patent.

**COUNTS 39-49: FALSE MARKING ON  
WOMEN SENSOREXCEL 5 PACK CARTRIDGES**

375. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Women SensorExcel 5 pack cartridges. (e.g., Ex. C).

COUNT 39: The '916 Patent

376. During any time after the expiration of the '916 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '916 patent had a scope which did not cover or protect the Women SensorExcel 5 pack cartridges product.

377. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '916 patent after the '916 patent expired. Even before the expiration of the '916 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges with the '916 patent.

COUNT 40: The '255 Patent

378. During any time after the expiration of the '255 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

379. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 41: The '424 Patent

380. During any time after the expiration of the '424 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '424 patent had a scope which did not cover or protect the Women SensorExcel 5 pack cartridges product.

381. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '424 patent after the '424 patent expired. Even before the expiration of the '424 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges with the '424 patent.

COUNT 42: The '051 Patent

382. During any time after the expiration of the '051 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the Women SensorExcel 5 pack cartridges product.

383. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges with the '051 patent.

COUNT 43: The '082 Patent

384. During any time after the expiration of the '082 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '082 patent had a scope which did not cover or protect the Women SensorExcel 5 pack cartridges product.

385. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '082 patent after the '082 patent expired. Even before the expiration of the '082 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges with the '082 patent.

COUNT 44: The '401 Patent

386. During any time after the expiration of the '401 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or

other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Women SensorExcel 5 pack cartridges product.

387. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges with the '401 patent.

COUNT 45: The '817 Patent

388. During any time after the expiration of the '817 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

389. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 46: The '361 Patent

390. During any time after the expiration of the '361 patent, the patent did not then protect the Women SensorExcel 5 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

391. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges products with the '361 patent after the '361 patent expired.

COUNT 47: The '204 Patent

392. Because the '204 patent only contains method claims, the apparatus identified as the Women SensorExcel 5 pack cartridges product is not covered or protected by the '204 patent.

393. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges product with the ‘204 patent.

COUNT 48: The ‘627 Patent

394. Because the ‘627 patent only contains method claims, the apparatus identified as the Women SensorExcel 5 pack cartridges product is not covered or protected by the ‘627 patent.

395. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges product with the ‘627 patent.

COUNT 49: The ‘788 Patent

396. Because the ‘788 patent only contains method claims, the apparatus identified as the Women SensorExcel 5 pack cartridges product is not covered or protected by the ‘788 patent.

397. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Women SensorExcel 5 pack cartridges product with the ‘788 patent.

**COUNTS 50-61: FALSE MARKING ON GOODNEWS! 12 PACK RAZORS**

COUNT 50: The ‘476 Patent

398. DEFENDANTS manufacture, market, and sell a product identified on its packaging as GoodNews! 12 pack razors. (e.g., Ex. D).

399. During any time after the expiration of the ‘476 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the ‘476 patent had a scope which did not cover or protect the GoodNews! 12 pack razors product.

400. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the ‘476 patent after the ‘476 patent expired. Even before the expiration of the ‘476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors with the '476 patent.

COUNT 51: The '746 Patent

401. During any time after the expiration of the '746 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '746 patent had a scope which did not cover or protect the GoodNews! 12 pack razors product.

402. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the '746 patent after the '746 patent expired. Even before the expiration of the '746 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors with the '746 patent.

COUNT 52: The '534 Patent

403. During any time after the expiration of the '534 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '534 patent had a scope which did not cover or protect the GoodNews! 12 pack razors product.

404. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the '534 patent after the '534 patent expired. Even before the expiration of the '534 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors with the '534 patent.

COUNT 53: The '401 Patent

405. During any time after the expiration of the '401 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the GoodNews! 12 pack razors product.

406. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors with the '401 patent.

COUNT 54: The '817 Patent

407. During any time after the expiration of the '817 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

408. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the '817 patent after the '817 patent expired.

COUNT 55: The '204 Patent

409. Because the '204 patent only contains method claims, the apparatus identified as the GoodNews! 12 pack razors product is not covered or protected by the '204 patent.

410. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the '204 patent.

COUNT 56: The '740 Patent

411. The '740 patent has a scope which does not cover or protect the GoodNews! 12 pack razors product.

412. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the '740 patent.

COUNT 57: The '627 Patent

413. Because the '627 patent only contains method claims, the apparatus identified as the GoodNews! 12 pack razors product is not covered or protected by the '627 patent.

414. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the '627 patent.

COUNT 58: The D233 Patent

415. The D233 patent has a scope which does not cover or protect the GoodNews! 12 pack razors product.

416. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the D233 patent.

COUNT 59: The D689 Patent

417. During any time after the expiration of the 'D689 patent, the patent did not then protect the GoodNews! 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the 'D689 patent had a scope which did not cover or protect the GoodNews! 12 pack razors product.

418. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors products with the 'D689 patent after the 'D689 patent expired. Even before the expiration of the 'D689 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors with the 'D689 patent.

COUNT 60: The D330 Patent

419. The D330 patent has a scope which does not cover or protect the GoodNews! 12 pack razors product.

420. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the D330 patent.

COUNT 61: The D232 Patent

421. The D232 patent has a scope which does not cover or protect the GoodNews! 12 pack razors product.

422. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 12 pack razors product with the D232 patent.

**COUNTS 62-66: FALSE MARKING ON CUSTOMPLUS 10 PACK RAZORS**

423. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus 10 pack razors. (e.g., Ex. E).

COUNT 62: The '476 Patent

424. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus 10 pack razors product.

425. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors with the '476 patent.

COUNT 63: The '401 Patent

426. During any time after the expiration of the '082 patent, the patent did not then protect the CustomPlus 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '082 patent had a scope which did not cover or protect the CustomPlus 10 pack razors product.

427. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors products with the '082 patent after the '082 patent expired. Even before the expiration of the '082 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors with the '082 patent.

COUNT 64: The '817 Patent

428. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

429. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors products with the '817 patent after the '817 patent expired.

COUNT 65: The D441 Patent

430. The D267 patent has a scope which does not cover or protect the CustomPlus 10 pack razors product.

431. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors product with the D267 patent.

COUNT 66: The D232 Patent

432. The D232 patent has a scope which does not cover or protect the CustomPlus 10 pack razors product.

433. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 10 pack razors product with the D232 patent.

**COUNTS 67-82: FALSE MARKING ON M3POWER 4 PACK CARTRIDGES**

434. DEFENDANTS manufacture, market, and sell a product identified on its packaging as M3Power 4 pack cartridges. (e.g., Ex. F).

**COUNT 67: The '255 Patent**

435. During any time after the expiration of the '255 patent, the patent did not then protect the M3Power 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

436. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges products with the '255 patent after the '255 patent expired.

**COUNT 68: The '051 Patent**

437. During any time after the expiration of the '051 patent, the patent did not then protect the M3Power 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the M3Power 4 pack cartridges product.

438. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges with the '051 patent.

COUNT 69: The '918 Patent

439. During any time after the expiration of the '918 patent, the patent did not then protect the M3Power 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

440. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges products with the '918 patent after the '918 patent expired.

COUNT 70: The '401 Patent

441. During any time after the expiration of the '401 patent, the patent did not then protect the M3Power 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the M3Power 4 pack cartridges product.

442. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges with the '401 patent.

COUNT 71: The '817 Patent

443. During any time after the expiration of the '817 patent, the patent did not then protect the M3Power 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

444. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 72: The '539 Patent

445. The '539 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

446. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '539 patent.

COUNT 73: The '204 Patent

447. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked) the packaging of the M3Power 4 pack cartridges products with the '204 patent.

448. Because the '204 patent only contains method claims, the apparatus identified as the M3Power 4 pack cartridges product is not covered or protected by the '204 patent.

COUNT 74: The '788 Patent

449. Because the '788 patent only contains method claims, the apparatus identified as the M3Power 4 pack cartridges product is not covered or protected by the '788 patent.

450. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '788 patent.

COUNT 75: The '627 Patent

451. Because the '627 patent only contains method claims, the apparatus identified as the M3Power 4 pack cartridges product is not covered or protected by the '627 patent.

452. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '627 patent.

COUNT 76: The '293 Patent

453. Because the '293 patent only contains method claims, the apparatus identified as the M3Power 4 pack cartridges product is not covered or protected by the '293 patent.

454. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '293 patent.

COUNT 77: The '834 Patent

455. The '834 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

456. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '834 patent.

COUNT 78: The '431 Patent

457. The '431 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

458. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '431 patent.

COUNT 79: The '542 Patent

459. Because the '542 patent only contains method claims, the apparatus identified as the M3Power 4 pack cartridges product is not covered or protected by the '542 patent.

460. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '542 patent.

COUNT 80: The '764 Patent

461. The '764 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

462. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the '764 patent.

COUNT 81: The D380 Patent

463. The D380 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

464. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the D380 patent.

COUNT 82: The D283 Patent

465. The D283 patent has a scope which does not cover or protect the M3Power 4 pack cartridges product.

466. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 4 pack cartridges product with the D283 patent.

**COUNTS 83-88: FALSE MARKING ON  
ATRPLUS 10 PACK CARTRIDGES**

467. DEFENDANTS manufacture, market, and sell a product identified on its packaging as AtraPlus 10 pack cartridges. (e.g., Ex. G).

COUNT 83: The '401 Patent

468. During any time after the expiration of the '401 patent, the patent did not then protect the AtraPlus 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the AtraPlus 10 pack cartridges product.

469. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges with the '401 patent.

COUNT 84: The '817 Patent

470. During any time after the expiration of the '817 patent, the patent did not then protect the AtraPlus 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

471. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 85: The '204 Patent

472. Because the '204 patent only contains method claims, the apparatus identified as the AtraPlus 10 pack cartridges product is not covered or protected by the '204 patent.

473. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges product with the '204 patent.

COUNT 86: The '627 Patent

474. Because the '627 patent only contains method claims, the apparatus identified as the AtraPlus 10 pack cartridges product is not covered or protected by the '627 patent.

475. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges product with the '627 patent.

COUNT 87: The D068 Patent

476. During any time after the expiration of the D068 patent, the patent did not then protect the AtraPlus 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D068 patent had a scope which did not cover or protect the AtraPlus 10 pack cartridges product.

477. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges products with the D068 patent after the D068 patent expired. Even before the expiration of the ‘D068 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges with the ‘D068 patent.

COUNT 88: The D953 Patent

478. During any time after the expiration of the D953 patent, the patent did not then protect the AtraPlus 10 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D953 patent had a scope which did not cover or protect the AtraPlus 10 pack cartridges product.

479. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges products with the D953 patent after the D953 patent expired. Even before the expiration of the D953 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the AtraPlus 10 pack cartridges with the D953 patent.

**COUNTS 89-100: FALSE MARKING ON DAISY3 4+2 PACK RAZORS**

480. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Daisy3 4+2 pack razors. (e.g., Ex. H).

COUNT 89: The ‘255 Patent

481. During any time after the expiration of the ‘255 patent, the patent did not then protect the Daisy3 4+2 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

482. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors products with the ‘255 patent after the ‘255 patent expired.

COUNT 90: The '051 Patent

483. During any time after the expiration of the '051 patent, the patent did not then protect the Daisy3 4+2 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the Daisy3 4+2 pack razors product.

484. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors with the '051 patent.

COUNT 91: The '401 Patent

485. During any time after the expiration of the '401 patent, the patent did not then protect the Daisy3 4+2 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Daisy3 4+2 pack razors product.

486. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors with the '401 patent.

COUNT 92: The '817 Patent

487. During any time after the expiration of the '817 patent, the patent did not then protect the Daisy3 4+2 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

488. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors products with the '817 patent after the '817 patent expired.

COUNT 93: The '204 Patent

489. Because the '204 patent only contains method claims, the apparatus identified as the Daisy3 4+2 pack razors product is not covered or protected by the '204 patent.

490. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '204 patent.

COUNT 94: The '788 Patent

491. Because the '788 patent only contains method claims, the apparatus identified as the Daisy3 4+2 pack razors product is not covered or protected by the '788 patent.

492. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '788 patent.

COUNT 95: The '627 Patent

493. Because the '627 patent only contains method claims, the apparatus identified as the Daisy3 4+2 pack razors product is not covered or protected by the '627 patent.

494. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '627 patent.

COUNT 96: The '3082 Patent

495. The '3082 patent has a scope which does not cover or protect the Daisy3 4+2 pack razors product.

496. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '3082 patent.

COUNT 97: The '801 Patent

497. The '801 patent has a scope which does not cover or protect the Daisy3 4+2 pack razors product.

498. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '801 patent.

COUNT 98: The '542 Patent

499. Because the '542 patent only contains method claims, the apparatus identified as the Daisy3 4+2 pack razors product is not covered or protected by the '542 patent.

500. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the '542 patent.

COUNT 99: The D014 Patent

501. The D014 patent has a scope which does not cover or protect the Daisy3 4+2 pack razors product.

502. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the D014 patent.

COUNT 100: The D884 Patent

503. The D884 patent has a scope which does not cover or protect the Daisy3 4+2 pack razors product.

504. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy3 4+2 pack razors product with the D884 patent.

**COUNTS 101-116: FALSE MARKING ON M3POWER 8 PACK CARTRIDGES**

505. DEFENDANTS manufacture, market, and sell a product identified on its packaging as M3Power 8 pack cartridges. (e.g., Ex. I).

COUNT 101: The '255 Patent

506. During any time after the expiration of the '255 patent, the patent did not then protect the M3Power 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

507. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 102: The '051 Patent

508. During any time after the expiration of the '051 patent, the patent did not then protect the M3Power 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

509. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges products with the '051 patent after the '051 patent expired.

COUNT 103: The '918 Patent

510. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked) the packaging of the M3Power 8 pack cartridges products with the '918 patent during time periods subsequent to the expiration of the '918 patent.

511. During any time the '918 patent has been expired, it did not then protect the M3Power 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

COUNT 104: The '401 Patent

512. During any time after the expiration of the '401 patent, the patent did not then protect the M3Power 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the M3Power 8 pack cartridges product.

513. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges with the '401 patent.

COUNT 105: The '817 Patent

514. During any time after the expiration of the '817 patent, the patent did not then protect the M3Power 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

515. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 106: The '539 Patent

516. The '539 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

517. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '539 patent.

COUNT 107: The '204 Patent

518. Because the '204 patent only contains method claims, the apparatus identified as the M3Power 8 pack cartridges product is not covered or protected by the '204 patent.

519. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '204 patent.

COUNT 108: The '788 Patent

520. Because the '788 patent only contains method claims, the apparatus identified as the M3Power 8 pack cartridges product is not covered or protected by the '788 patent.

521. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '788 patent.

COUNT 109: The '627 Patent

522. Because the '627 patent only contains method claims, the apparatus identified as the M3Power 8 pack cartridges product is not covered or protected by the '627 patent.

523. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '627 patent.

COUNT 110: The '293 Patent

524. Because the '293 patent only contains method claims, the apparatus identified as the M3Power 8 pack cartridges product is not covered or protected by the '293 patent.

525. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '293 patent.

COUNT 111: The '834 Patent

526. The '834 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

527. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '834 patent.

COUNT 112: The '431 Patent

528. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked) the packaging of the M3Power 8 pack cartridges products with the '431 patent.

529. The '431 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

COUNT 113: The '542 Patent

530. Because the '542 patent only contains method claims, the apparatus identified as the M3Power 8 pack cartridges product is not covered or protected by the '542 patent.

531. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '542 patent.

COUNT 114: The '764 Patent

532. The '764 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

533. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '764 patent.

COUNT 115: The D380 Patent

534. The D380 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

535. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the D380 patent.

COUNT 116: The D283 Patent

536. The D283 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

537. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the D283 patent.

**COUNTS 117-126: FALSE MARKING ON CUSTOMPLUS PIVOT, SOFT ULTRAGRIP, EXTRA LUBRICATING WITH NATURAL OILS 5 PACK RAZORS**

538. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors. (e.g., Ex. J).

**COUNT 117: The '476 Patent**

539. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product.

540. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors with the '476 patent.

**COUNT 118: The '534 Patent**

541. During any time after the expiration of the '534 patent, the patent did not then protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

542. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors products with the '534 patent after the '534 patent expired.

**COUNT 119: The '401 Patent**

543. During any time after the expiration of the '401 patent, the patent did not then protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with any right of

patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product.

544. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors with the '401 patent.

COUNT 120: The '817 Patent

545. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

546. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors products with the '817 patent after the '817 patent expired.

COUNT 121: The '204 Patent

547. Because the '204 patent only contains method claims, the apparatus identified as the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product is not covered or protected by the '204 patent.

548. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with the '204 patent.

COUNT 122: The '627 Patent

549. Because the '627 patent only contains method claims, the apparatus identified as the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product is not covered or protected by the '627 patent.

550. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with the '627 patent.

COUNT 123: The D689 Patent

551. During any time after the expiration of the D689 patent, the patent did not then protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

552. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors products with the D689 patent after the D689 patent expired.

COUNT 124: The D441 Patent

553. The D441 patent has a scope which does not cover or protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product.

554. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with the D441 patent.

COUNT 125: The D232 Patent

555. The D232 patent has a scope which does not cover or protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product.

556. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with the D232 patent.

COUNT 126: The D330 Patent

557. The D330 patent has a scope which does not cover or protect the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product.

558. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Soft Ultragrip, Lubricating 5 pack razors product with the D330 patent.

**COUNTS 127-130: FALSE MARKING ON  
TRACII PLUS LUBRASTRIP 10 PACK CARTRIDGES**

559. DEFENDANTS manufacture, market, and sell a product identified on its packaging as TracII Plus Lubrastrip 10 pack cartridges. (e.g., Ex. K).

**COUNT 127: The '401 Patent**

560. During any time after the expiration of the '401 patent, the patent did not then protect the TracII Plus Lubrastrip product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the TracII Plus Lubrastrip product.

561. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the TracII Plus Lubrastrip products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the TracII Plus Lubrastrip with the '401 patent.

**COUNT 128: The '817 Patent**

562. During any time after the expiration of the '817 patent, the patent did not then protect the TracII Plus Lubrastrip product with any right of patent exclusivity or other remedy provided by the patent laws.

563. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the TracII Plus Lubrastrip products with the '817 patent after the '817 patent expired.

COUNT 129: The '204 Patent

564. Because the '204 patent only contains method claims, the apparatus identified as the TracII Plus Lubrastrip product is not covered or protected by the '204 patent.

565. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the TracII Plus Lubrastrip product with the '204 patent.

COUNT 130: The '627 Patent

566. Because the '627 patent only contains method claims, the apparatus identified as the TracII Plus Lubrastrip product is not covered or protected by the '627 patent.

567. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the TracII Plus Lubrastrip product with the '627 patent.

**COUNTS 131- 165: FALSE MARKING ON  
VENUS DISPOSABLE SENSITIVE SKIN 3 PACK RAZORS**

568. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Disposable Sensitive Skin 3 pack razors. (e.g., Ex. L).

COUNT 131: The '255 Patent

569. DEFENDANTS have violated 35 U.S.C. §292(a) by marking (or causing to be marked) the packaging of the Venus Disposable Sensitive Skin 3 pack razors products with the '255 patent during time periods subsequent to the expiration of the '255 patent.

570. During any time the '255 patent has been expired, it did not then protect the Venus Disposable Sensitive Skin 3 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

COUNT 132: The '051 Patent

571. DEFENDANTS have violated 35 U.S.C. §292(a) by marking (or causing to be marked) the packaging of the Venus Disposable Sensitive Skin 3 pack razors products with the '051 patent during time periods subsequent to the expiration of the '051 patent.

572. During any time the '051 patent has been expired, it did not then protect the Venus Disposable Sensitive Skin 3 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

COUNT 133: The '401 Patent

573. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Disposable Sensitive Skin 3 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

574. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors with the '401 patent.

COUNT 134: The '817 Patent

575. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Disposable Sensitive Skin 3 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

576. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors products with the '817 patent after the '817 patent expired.

COUNT 135: The '204 Patent

577. Because the '204 patent only contains method claims, the apparatus identified as the Venus Disposable Sensitive Skin 3 pack razors product is not covered or protected by the '204 patent.

578. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '204 patent.

COUNT 136: The '790 Patent

579. The '790 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

580. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '790 patent.

COUNT 137: The '586 Patent

581. The '586 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

582. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '586 patent.

COUNT 138: The '627 Patent

583. Because the '627 patent only contains method claims, the apparatus identified as the Venus Disposable Sensitive Skin 3 pack razors product is not covered or protected by the '627 patent.

584. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '627 patent.

COUNT 139: The '293 Patent

585. Because the '293 patent only contains method claims, the apparatus identified as the Venus Disposable Sensitive Skin 3 pack razors product is not covered or protected by the '293 patent.

586. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '293 patent.

COUNT 140: The '834 Patent

587. The '834 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

588. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '834 patent.

COUNT 141: The '848 Patent

589. The '848 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

590. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '848 patent.

COUNT 142: The '431 Patent

591. The '431 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

592. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '431 patent.

COUNT 143: The '903 Patent

593. The '903 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

594. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '903 patent.

COUNT 144: The '426 Patent

595. The '426 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

596. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '426 patent.

COUNT 145: The '822 Patent

597. The '822 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

598. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '822 patent.

COUNT 146: The '517 Patent

599. The '517 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

600. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the '517 patent.

COUNT 147: The D014Patent

601. The D014 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

602. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D014 patent.

COUNT 148: The D114 Patent

603. The D114 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

604. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D114 patent.

COUNT 149: The D811 Patent

605. The D811 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

606. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D811 patent.

COUNT 150: The D850 Patent

607. The D850 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

608. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D850 patent.

COUNT 151: The D851 Patent

609. The D851 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

610. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D851 patent.

COUNT 152: The D101 Patent

611. The D101 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

612. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D101 patent.

COUNT 153: The D315 Patent

613. The D315 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

614. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D315 patent.

COUNT 154: The D108 Patent

615. The D108 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

616. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D108 patent.

COUNT 155: The D034 Patent

617. The D034 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

618. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D034 patent.

COUNT 156: The D380 Patent

619. The D380 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

620. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D380 patent.

COUNT 157: The D745 Patent

621. The D745 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

622. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D745 patent.

COUNT 158: The D296 Patent

623. The D296 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

624. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D296 patent.

COUNT 159: The D9034 Patent

625. The D9034 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

626. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D9034 patent.

COUNT 160: The D013 Patent

627. The D013 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

628. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D013 patent.

COUNT 161: The D023 Patent

629. The D023 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

630. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D023 patent.

COUNT 162: The D874 Patent

631. The D874 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

632. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D874 patent.

COUNT 163: The D857 Patent

633. The D857 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

634. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D857 patent.

COUNT 164: The D826 Patent

635. The D826 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

636. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D826 patent.

COUNT 165: The D828 Patent

637. The D828 patent has a scope which does not cover or protect the Venus Disposable Sensitive Skin 3 pack razors product.

638. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposable Sensitive Skin 3 pack razors product with the D828 patent.

**COUNTS 166-189: FALSE MARKING ON  
VENUS VIBRANCE EXFOLIATES 4 PACK CARTRIDGES**

639. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Vibrance Exfoliates 4 pack cartridges. (e.g., Ex. M).

**COUNT 166: The '401 Patent**

640. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Vibrance Exfoliates 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

641. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges with the '401 patent.

**COUNT 167: The '817 Patent**

642. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Vibrance Exfoliates 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

643. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 168: The '204 Patent

644. Because the '204 patent only contains method claims, the apparatus identified as the Venus Vibrance Exfoliates 4 pack cartridges product is not covered or protected by the '204 patent.

645. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '204 patent.

COUNT 169: The '790 Patent

646. The '790 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

647. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '790 patent.

COUNT 170: The '586 Patent

648. The '586 patent has a scope which does not cover or protect the M3Power 8 pack cartridges product.

649. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 8 pack cartridges product with the '586 patent.

COUNT 171: The '627 Patent

650. Because the '627 patent only contains method claims, the apparatus identified as the Venus Vibrance Exfoliates 4 pack cartridges product is not covered or protected by the '627 patent.

651. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the ‘627 patent.

COUNT 172: The ‘293 Patent

652. Because the ‘293 patent only contains method claims, the apparatus identified as the Venus Vibrance Exfoliates 4 pack cartridges product is not covered or protected by the ‘293 patent.

653. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the ‘293 patent.

COUNT 173: The ‘071 Patent

654. The ‘071 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

655. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the ‘071 patent.

COUNT 174: The ‘903 Patent

656. The ‘903 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

657. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the ‘903 patent.

COUNT 175: The ‘426 Patent

658. The ‘426 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

659. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '426 patent.

COUNT 176: The '822 Patent

660. The '822 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

661. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '822 patent.

COUNT 177: The '232 Patent

662. The '232 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

663. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '232 patent.

COUNT 178: The '529 Patent

664. The '529 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

665. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '529 patent.

COUNT 179: The '517 Patent

666. The '517 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

667. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the '517 patent.

COUNT 180: The D014 Patent

668. The D014 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

669. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D014 patent.

COUNT 182: The D811 Patent

670. The D811 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

671. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D811 patent.

COUNT 183: The D315 Patent

672. The D315 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

673. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D315 patent.

COUNT 184: The D380 Patent

674. The D380 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

675. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D380 patent.

COUNT 185: The D745 Patent

676. The D745 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

677. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D745 patent.

COUNT 186: The D013 Patent

678. The D013 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

679. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D013 patent.

COUNT 187: The D874 Patent

680. The D874 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

681. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D874 patent.

COUNT 188: The D174 Patent

682. The D174 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

683. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D174 patent.

COUNT 189: The D984 Patent

684. The D984 patent has a scope which does not cover or protect the Venus Vibrance Exfoliates 4 pack cartridges product.

685. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance Exfoliates 4 pack cartridges product with the D984 patent.

**COUNTS 190-201: FALSE MARKING ON  
VENUS BREEZE 2-IN-1 4 PACK CARTRIDGES**

686. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Breeze 2-in-1 4 pack cartridges. (e.g., Ex. N).

**COUNT 191: The '534 Patent**

687. During any time after the expiration of the '534 patent, the patent did not then protect the Venus Breeze 2-in-1 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '534 patent had a scope which did not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

688. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges products with the '534 patent after the '534 patent expired. Even before the expiration of the '534 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges with the '534 patent.

**COUNT 192: The '401 Patent**

689. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Breeze 2-in-1 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

690. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges with the '401 patent.

COUNT 193: The '817 Patent

691. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Breeze 2-in-1 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

692. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 194: The '204 Patent

693. Because the '204 patent only contains method claims, the apparatus identified as the Venus Breeze 2-in-1 4 pack cartridges product is not covered or protected by the '204 patent.

694. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '204 patent.

COUNT 195: The '788 Patent

695. Because the '788 patent only contains method claims, the apparatus identified as the Venus Breeze 2-in-1 4 pack cartridges product is not covered or protected by the '788 patent.

696. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '788 patent.

COUNT 196: The '627 Patent

697. Because the '627 patent only contains method claims, the apparatus identified as the Venus Breeze 2-in-1 4 pack cartridges product is not covered or protected by the '627 patent.

698. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '627 patent.

COUNT 197: The '3082 Patent

699. The '3082 patent has a scope which does not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

700. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '3082 patent.

COUNT 198: The '801 Patent

701. The '801 patent has a scope which does not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

702. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '801 patent.

COUNT 199: The '542 Patent

703. Because the '542 patent only contains method claims, the apparatus identified as the Venus Breeze 2-in-1 4 pack cartridges product is not covered or protected by the '542 patent.

704. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '542 patent.

COUNT 200: The '658 Patent

705. The '658 patent has a scope which does not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

706. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the '658 patent.

COUNT 201: The D014 Patent

707. The D014 patent has a scope which does not cover or protect the Venus Breeze 2-in-1 4 pack cartridges product.

708. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze 2-in-1 4 pack cartridges product with the D014 patent.

**COUNTS 202-230: FALSE MARKING ON  
VENUS DISPOSABLES SMOOTH SKIN 3+1 PACK RAZORS**

709. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Disposables Smooth Skin 3+1 pack razors. (e.g., Ex. O).

**COUNT 202: The '255 Patent**

710. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Disposables Smooth Skin 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

711. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors products with the '255 patent after the '255 patent expired.

**COUNT 203: The '051 Patent**

712. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Disposables Smooth Skin 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

713. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors products with the '051 patent after the '051 patent expired.

**COUNT 204: The '401 Patent**

714. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Disposables Smooth Skin 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the

'401 patent had a scope which did not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

715. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors with the '401 patent.

COUNT 205: The '817 Patent

716. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Disposables Smooth Skin 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

717. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors products with the '817 patent after the '817 patent expired.

COUNT 206: The '204 Patent

718. Because the '204 patent only contains method claims, the apparatus identified as the Venus Disposables Smooth Skin 3+1 pack razors product is not covered or protected by the '204 patent.

719. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '204 patent.

COUNT 207: The '790 Patent

720. The '790 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

721. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the ‘790 patent.

COUNT 208: The ‘627 Patent

722. Because the ‘627 patent only contains method claims, the apparatus identified as the Venus Disposables Smooth Skin 3+1 pack razors product is not covered or protected by the ‘627 patent.

723. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the ‘627 patent.

COUNT 209: The ‘293 Patent

724. Because the ‘293 patent only contains method claims, the apparatus identified as the Venus Disposables Smooth Skin 3+1 pack razors product is not covered or protected by the ‘627 patent.

725. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the ‘293 patent.

COUNT 210: The ‘834 Patent

726. The ‘834 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

727. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the ‘834 patent.

COUNT 211: The ‘431 Patent

728. The ‘431 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

729. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '431 patent.

COUNT 212: The '903 Patent

730. The '903 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

731. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '903 patent.

COUNT 213: The '426 Patent

732. The '426 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

733. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '426 patent.

COUNT 213: The '517 Patent

734. The '517 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

735. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '517 patent.

COUNT 214: The '9788 Patent

736. Because the '9788 patent only contains method claims, the apparatus identified as the Venus Disposables Smooth Skin 3+1 pack razors product is not covered or protected by the '9788 patent.

737. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '9788 patent.

COUNT 215: The D114 Patent

738. The '114 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

739. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the '114 patent.

COUNT 216: The D811 Patent

740. The D811 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

741. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D811 patent.

COUNT 217: The D850 Patent

742. The D850 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

743. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D850 patent.

COUNT 218: The D851 Patent

744. The D851 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

745. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D851 patent.

COUNT 219: The D101 Patent

746. The D101 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

747. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D101 patent.

COUNT 220: The D108 Patent

748. The D108 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

749. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D108 patent.

COUNT 221: The D034 Patent

750. The D034 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

751. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D034 patent.

COUNT 222: The D380 Patent

752. The D380 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

753. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D380 patent.

COUNT 223: The D296 Patent

754. The D296 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

755. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D296 patent.

COUNT 224: The D9034 Patent

756. The D9034 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

757. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D9034 patent.

COUNT 225: The D013 Patent

758. The D013 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

759. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D013 patent.

COUNT 226: The D023 Patent

760. The D023 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

761. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D023 patent.

COUNT 227: The D874 Patent

762. The D874 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

763. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D874 patent.

COUNT 228: The D857 Patent

764. The D857 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

765. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D857 patent.

COUNT 229: The D826 Patent

766. The D826 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

767. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D826 patent.

COUNT 230: The D828 Patent

768. The D828 patent has a scope which does not cover or protect the Venus Disposables Smooth Skin 3+1 pack razors product.

769. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Smooth Skin 3+1 pack razors product with the D828 patent.

**COUNTS 231-242: FALSE MARKING ON  
SENSOREXCEL COMFORT GRIP RAZOR**

770. DEFENDANTS manufacture, market, and sell a product identified on its packaging as SensorExcel Comfort Grip razor. (e.g., Ex. P).

COUNT 231: The '729 Patent

771. During any time after the expiration of the '729 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws.

772. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '729 patent after the '729 patent expired.

COUNT 232: The '909 Patent

773. During any time after the expiration of the '909 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '909 patent had a scope which did not cover or protect the SensorExcel Comfort Grip razor product.

774. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '909 patent after the '909 patent expired. Even before the expiration of the '909 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor with the '909 patent.

COUNT 233: The '082 Patent

775. During any time after the expiration of the '082 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws.

776. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '082 patent after the '082 patent expired.

COUNT 234: The '401 Patent

777. During any time after the expiration of the '401 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the SensorExcel Comfort Grip razor product.

778. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor with the '401 patent.

COUNT 235: The '817 Patent

779. During any time after the expiration of the '817 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws.

780. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '817 patent after the '817 patent expired.

COUNT 236: The '361 Patent

781. During any time after the expiration of the '361 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws.

782. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '361 patent after the '361 patent expired.

COUNT 237: The '204 Patent

783. Because the '204 patent only contains method claims, the apparatus identified as the SensorExcel Comfort Grip razor product is not covered or protected by the '204 patent.

784. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor product with the '204 patent.

COUNT 238: The '627 Patent

785. Because the '627 patent only contains method claims, the apparatus identified as the SensorExcel Comfort Grip razor product is not covered or protected by the '627 patent.

786. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor product with the '627 patent.

COUNT 239: The '788 Patent

787. Because the '788 patent only contains method claims, the apparatus identified as the SensorExcel Comfort Grip razor product is not covered or protected by the '788 patent.

788. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor product with the '788 patent.

COUNT 240: The D5689 Patent

789. During any time after the expiration of the '5689 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '5689 patent had a scope which did not cover or protect the SensorExcel Comfort Grip razor product.

790. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the '5689 patent after the '5689 patent expired. Even before the expiration of the '5689 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor with the '5689 patent.

COUNT 241: The D722 Patent

791. During any time after the expiration of the D722 patent, the patent did not then protect the SensorExcel Comfort Grip razor product with any right of patent exclusivity or other

remedy provided by the patent laws. In addition, prior to its expiration, the D722 patent had a scope which did not cover or protect the SensorExcel Comfort Grip razor product.

792. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor products with the D722 patent after the D722 patent expired. Even before the expiration of the D722 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor with the D722 patent.

COUNT 242: The D265 Patent

793. The D265 patent has a scope which does not cover or protect the SensorExcel Comfort Grip razor product.

794. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel Comfort Grip razor product with the D265 patent.

**COUNTS 243-251: FALSE MARKING ON CUSTOMPLUS PIVOT,  
SOFTER ULTRA GRIP, EXTRA LUBRICATING POWER 5 PACK RAZORS**

795. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors. (e.g., Ex. Q).

COUNT 243: The '476 Patent

796. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product.

797. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors products with the '476 patent after the '051 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors with the '476 patent.

COUNT 244: The '534 Patent

798. During any time after the expiration of the '534 patent, the patent did not then protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

799. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors products with the '534 patent after the '534 patent expired.

COUNT 245: The '401 Patent

800. During any time after the expiration of the '051 patent, the patent did not then protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '534 patent had a scope which did not cover or protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product.

801. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors products with the '534 patent after the '534 patent expired. Even before the expiration of the '534 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of

the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors with the '534 patent.

COUNT 246: The '817 Patent

802. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

803. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors products with the '817 patent after the '817 patent expired.

COUNT 247: The '204 Patent

804. Because the '204 patent only contains method claims, the apparatus identified as the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product is not covered or protected by the '204 patent.

805. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with the '204 patent.

COUNT 248: The '627 Patent

806. Because the '627 patent only contains method claims, the apparatus identified as the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product is not covered or protected by the '627 patent.

807. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with the '627 patent.

COUNT 249: The D689 Patent

808. During any time after the expiration of the D689 patent, the patent did not then protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

809. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors products with the D689 patent after the D689 patent expired.

COUNT 250: The D441 Patent

810. The D441 patent has a scope which does not cover or protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product.

811. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with the D441 patent.

COUNT 251: The D232 Patent

812. The D232 patent has a scope which does not cover or protect the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product.

813. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot, Softer Ultra Grip, Extra Lubricating Power 5 pack razors product with the D232 patent.

**COUNTS 252-277: FALSE MARKING ON VENUS DIVINE RAZOR**

814. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Divine razor. (e.g., Ex. R).

COUNT 252: The '255 Patent

815. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Divine razor product with any right of patent exclusivity or other remedy provided by the patent laws.

816. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor products with the '255 patent after the '255 patent expired.

COUNT 253: The '051 Patent

817. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Divine razor product with any right of patent exclusivity or other remedy provided by the patent laws.

818. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor products with the '051 patent after the '051 patent expired.

COUNT 254: The '401 Patent

819. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Divine razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Divine razor product.

820. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor products with the '401 patent after the '401 patent expired. Even before the expiration of the ' patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor with the '401 patent.

COUNT 255: The '817 Patent

821. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Divine razor product with any right of patent exclusivity or other remedy provided by the patent laws.

822. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor products with the '817 patent after the '817 patent expired.

COUNT 256: The '204 Patent

823. Because the '204 patent only contains method claims, the apparatus identified as the Venus Divine razor product is not covered or protected by the '627 patent.

824. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '204 patent.

COUNT 257: The '627 Patent

825. Because the '627 patent only contains method claims, the apparatus identified as the Venus Divine razor product is not covered or protected by the '627 patent.

826. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '627 patent.

COUNT 258: The '293 Patent

827. Because the '293 patent only contains method claims, the apparatus identified as the Venus Divine razor product is not covered or protected by the '293 patent.

828. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '293 patent.

COUNT 259: The '834 Patent

829. The '834 patent has a scope which does not cover or protect the Venus Divine razor product.

830. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '834 patent.

COUNT 260: The '848 Patent

831. The '848 patent has a scope which does not cover or protect the Venus Divine razor product.

832. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '848 patent.

COUNT 261: The '431 Patent

833. The '431 patent has a scope which does not cover or protect the Venus Divine razor product.

834. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '431 patent.

COUNT 262: The '903 Patent

835. The '903 patent has a scope which does not cover or protect the Venus Divine razor product.

836. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '903 patent.

COUNT 263: The '426 Patent

837. The '426 patent has a scope which does not cover or protect the Venus Divine razor product.

838. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '426 patent.

COUNT 264: The '822 Patent

839. The '822 patent has a scope which does not cover or protect the Venus Divine razor product.

840. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '822 patent.

COUNT 265: The '9788 Patent

841. Because the '9788 patent only contains method claims, the apparatus identified as the Venus Divine razor product is not covered or protected by the '9788 patent.

842. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the '9788 patent.

COUNT 266: The D014 Patent

843. The D014 patent has a scope which does not cover or protect the Venus Divine razor product.

844. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D014 patent.

COUNT 267: The D114 Patent

845. The D114 patent has a scope which does not cover or protect the Venus Divine razor product.

846. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D114 patent.

COUNT 268: The D811 Patent

847. The D811 patent has a scope which does not cover or protect the Venus Divine razor product.

848. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D811 patent.

COUNT 269: The D850 Patent

849. The D850 patent has a scope which does not cover or protect the Venus Divine razor product.

850. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D850 patent.

COUNT 270: The D315 Patent

851. The D315 patent has a scope which does not cover or protect the Venus Divine razor product.

852. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D315 patent.

COUNT 271: The D108 Patent

853. The D108 patent has a scope which does not cover or protect the Venus Divine razor product.

854. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D108 patent.

COUNT 272: The D034 Patent

855. The D034 patent has a scope which does not cover or protect the Venus Divine razor product.

856. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D034 patent.

COUNT 273: The D380 Patent

857. The D380 patent has a scope which does not cover or protect the Venus Divine razor product.

858. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D380 patent.

COUNT 274: The D745 Patent

859. The D745 patent has a scope which does not cover or protect the Venus Divine razor product.

860. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D745 patent.

COUNT 275: The D013 Patent

861. The D013 patent has a scope which does not cover or protect the Venus Divine razor product.

862. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D013 patent.

COUNT 276: The D874 Patent

863. The D874 patent has a scope which does not cover or protect the Venus Divine razor product.

864. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D874 patent.

COUNT 277: The D857 Patent

865. The D857 patent has a scope which does not cover or protect the Venus Divine razor product.

866. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine razor product with the D857 patent.

**COUNTS 278-312: FALSE MARKING ON  
VENUS DISPOSABLES MALIBU 3+1 PACK RAZORS**

867. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Disposables Malibu 3+1 pack razors. (e.g., Ex. S).

**COUNT 278: The '255 Patent**

868. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Disposables Malibu 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

869. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors products with the '255 patent after the '255 patent expired.

**COUNT 279: The '051 Patent**

870. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Disposables Malibu 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

871. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors products with the '051 patent after the '051 patent expired.

**COUNT 280: The '401 Patent**

872. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Disposables Malibu 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

873. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1

pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors with the '401 patent.

COUNT 281: The '817 Patent

874. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Disposables Malibu 3+1 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

875. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors products with the '817 patent after the '817 patent expired.

COUNT 282: The '204 Patent

876. Because the '204 patent only contains method claims, the apparatus identified as the Venus Disposables Malibu 3+1 pack razors product is not covered or protected by the '204 patent.

877. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '204 patent.

COUNT 283: The '627 Patent

878. Because the '627 patent only contains method claims, the apparatus identified as the Venus Disposables Malibu 3+1 pack razors product is not covered or protected by the '627 patent.

879. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '627 patent.

COUNT 284: The '293 Patent

880. Because the '293 patent only contains method claims, the apparatus identified as the Venus Disposables Malibu 3+1 pack razors product is not covered or protected by the '293 patent.

881. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '293 patent.

COUNT 285: The '834 Patent

882. The '834 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

883. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '834 patent.

COUNT 286: The '848 Patent

884. The '848 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

885. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '848 patent.

COUNT 287: The '431 Patent

886. The '431 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

887. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '431 patent.

COUNT 288: The '903 Patent

888. The '903 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

889. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '903 patent.

COUNT 289: The '426 Patent

890. The '426 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

891. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '426 patent.

COUNT 290: The '822 Patent

892. The '822 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

893. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '822 patent.

COUNT 291: The '517 Patent

894. The '517 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

895. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '517 patent.

COUNT 292: The '904 Patent

896. The '904 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

897. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '904 patent.

COUNT 293: The '9788 Patent

898. Because the '9788 patent only contains method claims, the apparatus identified as the Venus Disposables Malibu 3+1 pack razors product is not covered or protected by the '9788 patent.

899. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the '9788 patent.

COUNT 294: The D014 Patent

900. The D104 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

901. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D104 patent.

COUNT 295: The D114 Patent

902. The D114 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

903. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D114 patent.

COUNT 296: The D811 Patent

904. The D811 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

905. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D811 patent.

COUNT 297: The D850 Patent

906. The D850 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

907. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D850 patent.

COUNT 298: The D851 Patent

908. The D851 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

909. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D851 patent.

COUNT 299: The D101 Patent

910. The D101 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

911. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D101 patent.

COUNT 300: The D315 Patent

912. The D315 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

913. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D315 patent.

COUNT 301: The D108 Patent

914. The D108 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

915. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D108 patent.

COUNT 302: The D034 Patent

916. The D034 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

917. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D034 patent.

COUNT 303: The D380 Patent

918. The D380 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

919. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D380 patent.

COUNT 304: The D745 Patent

920. The D745 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

921. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D745 patent.

COUNT 305: The D296 Patent

922. The D296 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

923. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D296 patent.

COUNT 306: The D9034 Patent

924. The D9034 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

925. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D9034 patent.

COUNT 307: The D013 Patent

926. The D013 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

927. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D013 patent.

COUNT 308: The D023 Patent

928. The D023 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

929. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D023 patent.

COUNT 309: The D874 Patent

930. The D874 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

931. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D874 patent.

COUNT 310: The D857 Patent

932. The D857 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

933. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D857 patent.

COUNT 311: The D826 Patent

934. The D826 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

935. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D826 patent.

COUNT 312: The D828 Patent

936. The D828 patent has a scope which does not cover or protect the Venus Disposables Malibu 3+1 pack razors product.

937. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Disposables Malibu 3+1 pack razors product with the D828 patent.

**COUNTS 313-322: FALSE MARKING ON  
CUSTOMPLUS PIVOT 10+2 BONUS PACK RAZORS**

938. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus Pivot 10+2 Bonus pack razors. (e.g., Ex. T).

COUNT 313: The '476 Patent

939. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus Pivot 10+2 Bonus pack razors product with any right of patent

exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus Pivot 10+2 Bonus pack razors product.

940. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors with the '476 patent.

COUNT 314: The '534 Patent

941. During any time after the expiration of the '534 patent, the patent did not then protect the CustomPlus Pivot 10+2 Bonus pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

942. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors products with the '534 patent after the '534 patent expired.

COUNT 315: The '401 Patent

943. During any time after the expiration of the '401 patent, the patent did not then protect the CustomPlus Pivot 10+2 Bonus pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the CustomPlus Pivot 10+2 Bonus pack razors product.

944. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or

causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors with the '401 patent.

COUNT 316: The '817 Patent

945. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus Pivot 10+2 Bonus pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

946. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors products with the '817 patent after the '817 patent expired.

COUNT 317: The '204 Patent

947. Because the '204 patent only contains method claims, the apparatus identified as the CustomPlus Pivot 10+2 Bonus pack razors product is not covered or protected by the '204 patent.

948. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors product with the '204 patent.

COUNT 318: The '627 Patent

949. Because the '627 patent only contains method claims, the apparatus identified as the CustomPlus Pivot 10+2 Bonus pack razors product is not covered or protected by the '627 patent.

950. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors product with the '627 patent.

COUNT 319: The D689 Patent

951. During any time after the expiration of the '689 patent, the patent did not then protect the CustomPlus Pivot 10+2 Bonus pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

952. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors products with the '689 patent after the '689 patent expired.

COUNT 320: The D441 Patent

953. The D441 patent has a scope which does not cover or protect the CustomPlus Pivot 10+2 Bonus pack razors product.

954. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors product with the D441 patent.

COUNT 321: The D232 Patent

955. The D232 patent has a scope which does not cover or protect the CustomPlus Pivot 10+2 Bonus pack razors product.

956. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors product with the D232 patent.

COUNT 322: The D330 Patent

957. The D330 patent has a scope which does not cover or protect the CustomPlus Pivot 10+2 Bonus pack razors product.

958. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot 10+2 Bonus pack razors product with the D330 patent.

**COUNTS 323-336: FALSE MARKING ON  
SENSOREXCEL 10 PACK CARTRIDGES**

959. DEFENDANTS manufacture, market, and sell a product identified on its packaging as SensorExcel 10 pack cartridges. (e.g., Ex. U).

COUNT 323: The '255 Patent

960. During any time after the expiration of the '255 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

961. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '255 patent after the '255 patent expired.

COUNT 324: The '051 Patent

962. During any time after the expiration of the '051 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

963. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the '051 patent.

COUNT 325: The '909 Patent

964. During any time after the expiration of the '909 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '909 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

965. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '909 patent after the '909 patent expired. Even before the expiration of the '909 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the '909 patent.

COUNT 326: The '082 Patent

966. During any time after the expiration of the '082 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '082 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

967. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '082 patent after the '082 patent expired. Even before the expiration of the '082 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the '082 patent.

COUNT 327: The '401 Patent

968. During any time after the expiration of the '401 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

969. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the '401 patent.

COUNT 328: The '817 Patent

970. During any time after the expiration of the '817 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

971. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '817 patent after the '817 patent expired.

COUNT 329: The '361 Patent

972. During any time after the expiration of the '361 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

973. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the '361 patent after the '361 patent expired.

COUNT 330: The '204 Patent

974. Because the '204 patent only contains method claims, the apparatus identified as the SnsorExcel 10 pack razors product is not covered or protected by the '204 patent.

975. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors product with the '204 patent.

COUNT 331: The '627 Patent

976. Because the '627 patent only contains method claims, the apparatus identified as the SnsorExcel 10 pack razors product is not covered or protected by the '627 patent.

977. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors product with the '627 patent.

COUNT 332: The '788 Patent

978. DEFENDANTS have violated 35 U.S.C. §292(a) by marking (or causing to be marked) the packaging of the SensorExcel 10 pack cartridges products with the '788 patent.

979. Because the '788 patent only contains method claims, the apparatus identified as the SensorExcel 10 pack cartridges product is not covered or protected by the '788 patent.

COUNT 333: The '511 Patent

980. The '511 patent has a scope which does not cover or protect the SnsorExcel 10 pack razors product.

981. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors product with the '511 patent.

COUNT 334: The D568 Patent

982. During any time after the expiration of the D568 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D568 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

983. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the D568 patent after the D568 patent expired. Even before the expiration of the D568 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the D568 patent.

COUNT 335: The D962 Patent

984. During any time after the expiration of the D962 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D962 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

985. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the D962 patent after the D962 patent expired. Even before the expiration of the D962 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the D962 patent.

COUNT 336: The D722 Patent

986. During any time after the expiration of the D722 patent, the patent did not then protect the SnsorExcel 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D722 patent had a scope which did not cover or protect the SnsorExcel 10 pack razors product.

987. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors products with the D722 patent after the D722 patent expired. Even before the expiration of the D722 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SnsorExcel 10 pack razors with the D722 patent.

**COUNTS 337-353: FALSE MARKING ON MACH3 TURBO RAZOR**

988. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Mach3 Turbo razor. (e.g., Ex. V).

COUNT 337: The '401 Patent

989. During any time after the expiration of the '401 patent, the patent did not then protect the Mach3 Turbo razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Mach3 Turbo razor product.

990. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor products

with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor with the '401 patent.

COUNT 338: The '817 Patent

991. During any time after the expiration of the '817 patent, the patent did not then protect the Mach3 Turbo razor product with any right of patent exclusivity or other remedy provided by the patent laws.

992. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor products with the '817 patent after the '817 patent expired.

COUNT 339: The '539 Patent

993. The '539 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

994. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '539 patent.

COUNT 340: The '204 Patent

995. Because the '204 patent only contains method claims, the apparatus identified as the Mach3 Turbo razor product is not covered or protected by the '204 patent.

996. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '204 patent.

COUNT 341: The '788 Patent

997. Because the '788 patent only contains method claims, the apparatus identified as the Mach3 Turbo razor product is not covered or protected by the '788 patent.

998. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '788 patent.

COUNT 342: The '627 Patent

999. Because the '627 patent only contains method claims, the apparatus identified as the Mach3 Turbo razor product is not covered or protected by the '627 patent.

1000. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '627 patent.

COUNT 343: The '293 Patent

1001. Because the '293 patent only contains method claims, the apparatus identified as the Mach3 Turbo razor product is not covered or protected by the '293 patent.

1002. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '293 patent.

COUNT 344: The '834 Patent

1003. The '834 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1004. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '834 patent.

COUNT 345: The '431 Patent

1005. The '431 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1006. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '431 patent.

COUNT 346: The '542 Patent

1007. Because the '542 patent only contains method claims, the apparatus identified as the Mach3 Turbo razor product is not covered or protected by the '542 patent.

1008. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '542 patent.

COUNT 347: The '764 Patent

1009. The '764 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1010. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the '764 patent.

COUNT 348: The D290 Patent

1011. The D290 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1012. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D290 patent.

COUNT 349: The D522 Patent

1013. The D522 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1014. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D522 patent.

COUNT 350: The D527 Patent

1015. The D527 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1016. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D527 patent.

COUNT 351: The D849 Patent

1017. The D849 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1018. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D849 patent.

COUNT 352: The D380 Patent

1019. The D380 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1020. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D380 patent.

COUNT 353: The D283 Patent

1021. The D283 patent has a scope which does not cover or protect the Mach3 Turbo razor product.

1022. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo razor product with the D283 patent.

**COUNTS 354-365: FALSEM MARKING ON VENUS 8 PACK CARTRIDGES**

1023. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus 8 pack cartridges. (e.g., Ex. W).

COUNT 354: The '401 Patent

1024. During any time after the expiration of the '401 patent, the patent did not then protect the Venus 8 pack cartridges product with any right of patent exclusivity or other remedy

provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus 8 pack cartridges product.

1025. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges with the '401 patent.

COUNT 355: The '817 Patent

1026. During any time after the expiration of the '817 patent, the patent did not then protect the Venus 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1027. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 356: The '204 Patent

1028. Because the '204 patent only contains method claims, the apparatus identified as the Venus 8 pack cartridges product is not covered or protected by the '204 patent.

1029. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '204 patent.

COUNT 357: The '586 Patent

1030. The '586 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1031. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '586 patent.

COUNT 358: The '627 Patent

1032. Because the '627 patent only contains method claims, the apparatus identified as the Venus 8 pack cartridges product is not covered or protected by the '627 patent.

1033. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '627 patent.

COUNT 359: The '293 Patent

1034. Because the '293 patent only contains method claims, the apparatus identified as the Venus 8 pack cartridges product is not covered or protected by the '293 patent.

1035. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '293 patent.

COUNT 360: The '834 Patent

1036. The '834 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1037. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '834 patent.

COUNT 361: The '431 Patent

1038. The '431 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1039. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the '431 patent.

COUNT 362: The D380 Patent

1040. The D380 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1041. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the D380 patent.

COUNT 363: The D013 Patent

1042. The D013 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1043. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the D013 patent.

COUNT 364: The D874 Patent

1044. The D874 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1045. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the D874 patent.

COUNT 365: The D811 Patent

1046. The D811 patent has a scope which does not cover or protect the Venus 8 pack cartridges product.

1047. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 8 pack cartridges product with the D811 patent.

**COUNTS 366-377: FALSE MARKING ON VENUS 4 PACK CARTRIDGES**

1048. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus 4 pack cartridges. (e.g., Ex. X).

COUNT 366: The '401 Patent

1049. During any time after the expiration of the '401 patent, the patent did not then protect the Venus 4 pack cartridges product with any right of patent exclusivity or other remedy

provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus 4 pack cartridges product.

1050. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges with the '401 patent.

COUNT 367: The '817 Patent

1051. During any time after the expiration of the '817 patent, the patent did not then protect the Venus 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1052. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 368: The '204 Patent

1053. Because the '204 patent only contains method claims, the apparatus identified as the Venus 4 pack cartridges product is not covered or protected by the '204 patent.

1054. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '204 patent.

COUNT 369: The '586 Patent

1055. The '586 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1056. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '586 patent.

COUNT 370: The '627 Patent

1057. Because the '627 patent only contains method claims, the apparatus identified as the Venus 4 pack cartridges product is not covered or protected by the '627 patent.

1058. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '627 patent.

COUNT 371: The '293 Patent

1059. Because the '293 patent only contains method claims, the apparatus identified as the Venus 4 pack cartridges product is not covered or protected by the '293 patent.

1060. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '293 patent.

COUNT 372: The '834 Patent

1061. The '834 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1062. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '834 patent.

COUNT 373: The '431 Patent

1063. The '431 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1064. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the '431 patent.

COUNT 374: The D380 Patent

1065. The D380 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1066. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the D380 patent.

COUNT 375: The D013 Patent

1067. The D013 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1068. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the D013 patent.

COUNT 376: The D874 Patent

1069. The D874 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1070. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the D874 patent.

COUNT 377: The D811 Patent

1071. The D811 patent has a scope which does not cover or protect the Venus 4 pack cartridges product.

1072. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 4 pack cartridges product with the D811 patent.

**COUNTS 378-382: FALSE MARKING ON GOODNEWS! 5 PACK RAZORS**

1073. DEFENDANTS manufacture, market, and sell a product identified on its packaging as GoodNews! 5 pack razors. (e.g., Ex. Y).

COUNT 378: The '746 Patent

1074. During any time after the expiration of the '746 patent, the patent did not then protect the GoodNews! 5 pack razors product with any right of patent exclusivity or other

remedy provided by the patent laws. In addition, prior to its expiration, the '746 patent had a scope which did not cover or protect the GoodNews! 5 pack razors product.

1075. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors products with the '746 patent after the '746 patent expired. Even before the expiration of the '746 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors with the '746 patent.

#### COUNT 379: The '401 Patent

1076. During any time after the expiration of the '401 patent, the patent did not then protect the GoodNews! 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the GoodNews! 5 pack razors product.

1077. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors with the '401 patent.

#### COUNT 380: The '817 Patent

1078. During any time after the expiration of the '817 patent, the patent did not then protect the GoodNews! 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. I

1079. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors products with the '817 patent after the '817 patent expired.

COUNT 381: The '204 Patent

1080. Because the '204 patent only contains method claims, the apparatus identified as the GoodNews! 5 pack razors product is not covered or protected by the '204 patent.

1081. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors product with the '204 patent.

COUNT 382: The '627 Patent

1082. Because the '627 patent only contains method claims, the apparatus identified as the GoodNews! 5 pack razors product is not covered or protected by the '627 patent.

1083. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the GoodNews! 5 pack razors product with the '627 patent.

**COUNTS 383-410: FALSE MARKING ON VENUS RAZOR**

1084. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus razor. (e.g., Ex. Z).

COUNT 383: The '255 Patent

1085. During any time after the expiration of the '255 patent, the patent did not then protect the Venus razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1086. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor products with the '255 patent after the '255 patent expired.

COUNT 384: The '051 Patent

1087. During any time after the expiration of the '051 patent, the patent did not then protect the Venus razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1088. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor products with the '051 patent after the '051 patent expired.

COUNT 385: The '401 Patent

1089. During any time after the expiration of the '401 patent, the patent did not then protect the Venus razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus razor product.

1090. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor with the '401 patent.

COUNT 386: The '817 Patent

1091. During any time after the expiration of the '817 patent, the patent did not then protect the Venus razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1092. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor products with the '817 patent after the '817 patent expired.

COUNT 387: The '204 Patent

1093. Because the '204 patent only contains method claims, the apparatus identified as the Venus razor product is not covered or protected by the '204 patent.

1094. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '204 patent.

COUNT 388: The '627 Patent

1095. Because the '627 patent only contains method claims, the apparatus identified as the Venus razor product is not covered or protected by the '627 patent.

1096. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '627 patent.

COUNT 389: The '293 Patent

1097. Because the '293 patent only contains method claims, the apparatus identified as the Venus razor product is not covered or protected by the '293 patent.

1098. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '293 patent.

COUNT 390: The '834 Patent

1099. The '834 patent has a scope which does not cover or protect the Venus razor product.

1100. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '834 patent.

COUNT 391: The '431 Patent

1101. The '431 patent has a scope which does not cover or protect the Venus razor product.

1102. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '431 patent.

COUNT 392: The '903 Patent

1103. The '903 patent has a scope which does not cover or protect the Venus razor product.

1104. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '903 patent.

COUNT 393: The '426 Patent

1105. The '426 patent has a scope which does not cover or protect the Venus razor product.

1106. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '426 patent.

COUNT 394: The '856 Patent

1107. During any time after the expiration of the '856 patent, the patent did not then protect the Venus razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '856 patent had a scope which did not cover or protect the Venus razor product.

1108. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor products with the '856 patent after the '856 patent expired. Even before the expiration of the '856 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor with the '856 patent.

COUNT 395: The '529 Patent

1109. The '529 patent has a scope which does not cover or protect the Venus razor product.

1110. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '529 patent.

COUNT 396: The '517 Patent

1111. The '517 patent has a scope which does not cover or protect the Venus razor product.

1112. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '517 patent.

COUNT 397: The '9788 Patent

1113. Because the '9788 patent only contains method claims, the apparatus identified as the Venus razor product is not covered or protected by the '9788 patent.

1114. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the '9788 patent.

COUNT 398: The D114 Patent

1115. The D114 patent has a scope which does not cover or protect the Venus razor product.

1116. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D114 patent.

COUNT 399: The D811 Patent

1117. The D811 patent has a scope which does not cover or protect the Venus razor product.

1118. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D811 patent.

COUNT 400: The D851 Patent

1119. The D851 patent has a scope which does not cover or protect the Venus razor product.

1120. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D851 patent.

COUNT 401: The D108 Patent

1121. The D108 patent has a scope which does not cover or protect the Venus razor product.

1122. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D108 patent.

COUNT 402: The D034 Patent

1123. The D034 patent has a scope which does not cover or protect the Venus razor product.

1124. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D034 patent.

COUNT 403: The D380 Patent

1125. The D380 patent has a scope which does not cover or protect the Venus razor product.

1126. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D380 patent.

COUNT 404: The D296 Patent

1127. The D296 patent has a scope which does not cover or protect the Venus razor product.

1128. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D296 patent.

COUNT 405 The D013 Patent

1129. The D013 patent has a scope which does not cover or protect the Venus razor product.

1130. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D013 patent.

COUNT 406: The D023 Patent

1131. The D023 patent has a scope which does not cover or protect the Venus razor product.

1132. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D023 patent.

COUNT 407: The D874 Patent

1133. The D874 patent has a scope which does not cover or protect the Venus razor product.

1134. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D874 patent.

COUNT 408: The D857 Patent

1135. The D857 patent has a scope which does not cover or protect the Venus razor product.

1136. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D857 patent.

COUNT 409: The D826 Patent

1137. The D826 patent has a scope which does not cover or protect the Venus razor product.

1138. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D826 patent.

COUNT 410: The D828 Patent

1139. The D828 patent has a scope which does not cover or protect the Venus razor product.

1140. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus razor product with the D828 patent.

**COUNTS 411-421: FALSE MARKING ON VENUS BREEZE RAZOR AND  
12 PACK CARTRIDGES WITH SHAVE GEL BARS**

1141. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Breeze razor and 12 pack cartridges with shave gel bars. (e.g., Ex. AA).

COUNT 411: The '534 Patent

1142. During any time after the expiration of the '534 patent, the patent did not then protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '534 patent had a scope which did not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1143. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars products with the '534 patent after the '534 patent expired. Even before the expiration of the '534 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars with the '534 patent.

COUNT 412: The '401 Patent

1144. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1145. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars with the '401 patent.

COUNT 413: The '817 Patent

1146. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product with any right of patent exclusivity or other remedy provided by the patent laws.

1147. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars products with the '817 patent after the '817 patent expired.

COUNT 414: The '204 Patent

1148. Because the '204 patent only contains method claims, the apparatus identified as the Venus Breeze razor and 12 pack cartridges with shave gel bars product is not covered or protected by the '204 patent.

1149. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '204 patent.

COUNT 415: The '788 Patent

1150. Because the '788 patent only contains method claims, the apparatus identified as the Venus Breeze razor and 12 pack cartridges with shave gel bars product is not covered or protected by the '788 patent.

1151. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '788 patent.

COUNT 416: The '627 Patent

1152. Because the '627 patent only contains method claims, the apparatus identified as the Venus Breeze razor and 12 pack cartridges with shave gel bars product is not covered or protected by the '627 patent.

1153. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '627 patent.

COUNT 417: The '3082 Patent

1154. The '3082 patent has a scope which does not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1155. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '3082 patent.

COUNT 418: The '801 Patent

1156. The '801 patent has a scope which does not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1157. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '801 patent.

COUNT 419: The '542 Patent

1158. Because the '542 patent only contains method claims, the apparatus identified as the Venus Breeze razor and 12 pack cartridges with shave gel bars product is not covered or protected by the '542 patent.

1159. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '542 patent.

COUNT 420: The '658 Patent

1160. The '658 patent has a scope which does not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1161. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the '658 patent.

COUNT 421: The D014 Patent

1162. The D014 patent has a scope which does not cover or protect the Venus Breeze razor and 12 pack cartridges with shave gel bars product.

1163. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Breeze razor and 12 pack cartridges with shave gel bars product with the D014 patent.

**COUNTS 422-430: FALSE MARKING ON  
CUSTOMPLUS PIVOT SOFT ULTRAGRIP 52 PACK RAZORS**

1164. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus Pivot Soft Ultragrip 52 pack razors. (e.g., Ex. BB).

COUNT 422: The '476 Patent

1165. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product with any right of patent

exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product.

1166. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors with the '476 patent.

COUNT 423: The '401 Patent

1167. During any time after the expiration of the '401 patent, the patent did not then protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product.

1168. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors with the '401 patent.

COUNT 424: The '817 Patent

1169. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1170. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors products with the '817 patent after the '817 patent expired.

COUNT 425: The '204 Patent

1171. Because the '204 patent only contains method claims, the apparatus identified as the CustomPlus Pivot Soft Ultragrip 52 pack razors product is not covered or protected by the '204 patent.

1172. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors product with the '204 patent.

COUNT 426: The '627 Patent

1173. Because the '627 patent only contains method claims, the apparatus identified as the CustomPlus Pivot Soft Ultragrip 52 pack razors product is not covered or protected by the '627 patent.

1174. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors product with the '627 patent.

COUNT 427: The D689 Patent

1175. During any time after the expiration of the D689 patent, the patent did not then protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1176. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors products with the D689 patent after the D689 patent expired.

COUNT 428: The D441 Patent

1177. The D441 patent has a scope which does not cover or protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product.

1178. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors product with the D441 patent.

COUNT 429: The D232 Patent

1179. The D232 patent has a scope which does not cover or protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product.

1180. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors product with the D232 patent.

COUNT 430: The D425,232 Patent

1181. The D425,232 patent has a scope which does not cover or protect the CustomPlus Pivot Soft Ultragrip 52 pack razors product.

1182. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Soft Ultragrip 52 pack razors product with the D425,232 patent.

**COUNTS 431-443: FALSE MARKING ON  
SENSOREXCEL 25 PACK CARTRIDGES**

1183. DEFENDANTS manufacture, market, and sell a product identified on its packaging as SensorExcel 25 pack cartridges. (e.g., Ex. CC).

COUNT 431: The '255 Patent

1184. During any time after the expiration of the '255 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1185. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 432: The '051 Patent

1186. During any time after the expiration of the '051 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1187. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the '051 patent.

COUNT 433: The '909 Patent

1188. During any time after the expiration of the '909 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '909 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1189. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '909 patent after the '909 patent expired. Even before the expiration of the '909 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the '909 patent.

COUNT 434: The '082 Patent

1190. During any time after the expiration of the '082 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '082 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1191. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '082 patent after the '082 patent expired. Even before the expiration of the '082 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the '082 patent.

COUNT 435: The '401 Patent

1192. During any time after the expiration of the '401 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1193. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the '401 patent.

COUNT 436: The '817 Patent

1194. During any time after the expiration of the '817 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1195. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 437: The '361 Patent

1196. During any time after the expiration of the '361 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1197. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the '361 patent after the '361 patent expired.

COUNT 438: The '204 Patent

1198. Because the '204 patent only contains method claims, the apparatus identified as the SensorExcel 25 pack cartridges product is not covered or protected by the '204 patent.

1199. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges product with the '204 patent.

COUNT 439: The '627 Patent

1200. Because the '627 patent only contains method claims, the apparatus identified as the SensorExcel 25 pack cartridges product is not covered or protected by the '627 patent.

1201. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges product with the '627 patent.

COUNT 440: The '788 Patent

1202. Because the '788 patent only contains method claims, the apparatus identified as the SensorExcel 25 pack cartridges product is not covered or protected by the '788 patent.

1203. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges product with the '788 patent.

COUNT 441: The '511 Patent

1204. The '511 patent has a scope which does not cover or protect the SensorExcel 25 pack cartridges product.

1205. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges product with the '511 patent.

COUNT 442: The D568 Patent

1206. During any time after the expiration of the D568 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D568 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1207. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the D568 patent after the D568 patent expired. Even before the expiration of the D568 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the D568 patent.

COUNT 443: The D722 Patent

1208. During any time after the expiration of the D722 patent, the patent did not then protect the SensorExcel 25 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D722 patent had a scope which did not cover or protect the SensorExcel 25 pack cartridges product.

1209. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges products with the D722 patent after the D722 patent expired. Even before the expiration of the D722 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the SensorExcel 25 pack cartridges with the D722 patent.

**COUNTS 444-456: FALSE MARKING ON  
MACH3 TURBO 16 PACK CARTRIDGES**

1210. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Mach3 Turbo 16 pack cartridges. (e.g., Ex. DD).

**COUNT 444: The '817 Patent**

1211. During any time after the expiration of the '817 patent, the patent did not then protect the Mach3 Turbo 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1212. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges products with the '817 patent after the '817 patent expired.

**COUNT 445: The '539 Patent**

1213. The '539 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1214. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '539 patent.

**COUNT 446: The '204 Patent**

1215. Because the '204 patent only contains method claims, the apparatus identified as the Mach3 Turbo 16 pack cartridges product is not covered or protected by the '204 patent.

1216. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '204 patent.

COUNT 447: The '788 Patent

1217. Because the '788 patent only contains method claims, the apparatus identified as the Mach3 Turbo 16 pack cartridges product is not covered or protected by the '788 patent.

1218. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '788 patent.

COUNT 448: The '627 Patent

1219. Because the '627 patent only contains method claims, the apparatus identified as the Mach3 Turbo 16 pack cartridges product is not covered or protected by the '627 patent.

1220. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '627 patent.

COUNT 449: The '293 Patent

1221. Because the '293 patent only contains method claims, the apparatus identified as the Mach3 Turbo 16 pack cartridges product is not covered or protected by the '293 patent.

1222. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '293 patent.

COUNT 450: The '834 Patent

1223. The '834 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1224. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '834 patent.

COUNT 451: The '431 Patent

1225. The '431 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1226. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '431 patent.

COUNT 452: The '542 Patent

1227. Because the '542 patent only contains method claims, the apparatus identified as the Mach3 Turbo 16 pack cartridges product is not covered or protected by the '542 patent.

1228. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '542 patent.

COUNT 453: The '764 Patent

1229. The '764 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1230. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '764 patent.

COUNT 454: The '426 Patent

1231. The '426 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1232. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the '426 patent.

COUNT 455: The D380 Patent

1233. The D380 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1234. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the D380 patent.

COUNT 456: The D283 Patent

1235. The D283 patent has a scope which does not cover or protect the Mach3 Turbo 16 pack cartridges product.

1236. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Mach3 Turbo 16 pack cartridges product with the D283 patent.

**COUNTS 457-473: FALSE MARKING ON M3POWER 16 PACK CARTRIDGES**

1237. DEFENDANTS manufacture, market, and sell a product identified on its packaging as M3Power 16 pack cartridges. (e.g., Ex. EE).

COUNT 457: The '255 Patent

1238. During any time after the expiration of the '0255 patent, the patent did not then protect the M3Power 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1239. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 458: The '051 Patent

1240. During any time after the expiration of the '051 patent, the patent did not then protect the M3Power 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the M3Power 16 pack cartridges product.

1241. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be

marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges with the '051 patent.

COUNT 459: The '918 Patent

1242. During any time after the expiration of the '918 patent, the patent did not then protect the M3Power 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1243. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges products with the '918 patent after the '918 patent expired.

COUNT 460: The '401 Patent

1244. During any time after the expiration of the '401 patent, the patent did not then protect the M3Power 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the M3Power 16 pack cartridges product.

1245. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges with the '401 patent.

COUNT 462: The '817 Patent

1246. During any time after the expiration of the '817 patent, the patent did not then protect the M3Power 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1247. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 463: The '539 Patent

1248. The '539 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1249. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '539 patent.

COUNT 464: The '204 Patent

1250. Because the '204 patent only contains method claims, the apparatus identified as the M3Power 16 pack cartridges product is not covered or protected by the '204 patent.

1251. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '204 patent.

COUNT 465: The '788 Patent

1252. Because the '788 patent only contains method claims, the apparatus identified as the M3Power 16 pack cartridges product is not covered or protected by the '627 patent.

1253. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '788 patent.

COUNT 466: The '627 Patent

1254. Because the '627 patent only contains method claims, the apparatus identified as the M3Power 16 pack cartridges product is not covered or protected by the '627 patent.

1255. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '627 patent.

COUNT 467: The '293 Patent

1256. Because the '293 patent only contains method claims, the apparatus identified as the M3Power 16 pack cartridges product is not covered or protected by the '293 patent.

1257. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '283 patent.

COUNT 468: The '834 Patent

1258. The '834 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1259. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '834 patent.

COUNT 469: The '431 Patent

1260. The '431 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1261. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '431 patent.

COUNT 470: The '524 Patent

1262. Because the '524 patent only contains method claims, the apparatus identified as the M3Power 16 pack cartridges product is not covered or protected by the '627 patent.

1263. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '524 patent.

COUNT 471: The '764 Patent

1264. The '764 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1265. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the '764 patent.

COUNT 472: The D380 Patent

1266. The D380 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1267. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the D380 patent.

COUNT 473: The D283 Patent

1268. The D283 patent has a scope which does not cover or protect the M3Power 16 pack cartridges product.

1269. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the M3Power 16 pack cartridges product with the D283 patent.

**COUNTS 474-487: FALSE MARKING ON VENUS 16 PACK CARTRIDGES**

1270. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus 16 pack cartridges. (e.g., Ex. FF).

COUNT 474: The '255 Patent

1271. During any time after the expiration of the '255 patent, the patent did not then protect the Venus 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1272. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 475: The '051 Patent

1273. During any time after the expiration of the '051 patent, the patent did not then protect the Venus 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1274. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges products with the '051 patent after the '051 patent expired.

COUNT 476: The '401 Patent

1275. During any time after the expiration of the '401 patent, the patent did not then protect the Venus 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus 16 pack cartridges product.

1276. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges with the '401 patent.

COUNT 477: The '817 Patent

1277. During any time after the expiration of the '817 patent, the patent did not then protect the Venus 16 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1278. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 478: The '204 Patent

1279. Because the '204 patent only contains method claims, the apparatus identified as the Venus 16 pack cartridges product is not covered or protected by the '627 patent.

1280. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '204 patent.

COUNT 479: The '586 Patent

1281. The '586 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1282. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '586 patent.

COUNT 480: The '627 Patent

1283. Because the '627 patent only contains method claims, the apparatus identified as the Venus 16 pack cartridges product is not covered or protected by the '627 patent.

1284. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '627 patent.

COUNT 481: The '293 Patent

1285. Because the '293 patent only contains method claims, the apparatus identified as the Venus 16 pack cartridges product is not covered or protected by the '627 patent.

1286. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '293 patent.

COUNT 482: The '834 Patent

1287. The '834 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1288. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '834 patent.

COUNT 483: The '431 Patent

1289. The '431 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1290. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the '431 patent.

COUNT 484: The D811 Patent

1291. The D811 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1292. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the D811 patent.

COUNT 485: The D380 Patent

1293. The D380 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1294. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the D380 patent.

COUNT 486: The D013 Patent

1295. The D013 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1296. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the D013 patent.

COUNT 487: The D874 Patent

1297. The D874 patent has a scope which does not cover or protect the Venus 16 pack cartridges product.

1298. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus 16 pack cartridges product with the D874 patent.

**COUNTS 488-506: FALSE MARKING ON  
VENUS DIVINE 4 PACK CARTRIDGES**

1299. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Divine 4 pack cartridges. (e.g., Ex. GG).

**COUNT 488: The '255 Patent**

1300. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Divine 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1301. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges products with the '255 patent after the '255 patent expired.

**COUNT 489: The '051 Patent**

1302. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Divine 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1303. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges products with the '051 patent after the '051 patent expired.

**COUNT 490: The '401 Patent**

1304. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Divine 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Divine 4 pack cartridges product.

1305. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the

'401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges with the '401 patent.

COUNT 491: The '817 Patent

1306. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Divine 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1307. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 492: The '204 Patent

1308. Because the '204 patent only contains method claims, the apparatus identified as the Venus Divine 4 pack cartridges product is not covered or protected by the '204 patent.

1309. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '204 patent.

COUNT 493: The '586 Patent

1310. The '586 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1311. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '586 patent.

COUNT 494: The '627 Patent

1312. Because the '627 patent only contains method claims, the apparatus identified as the Venus Divine 4 pack cartridges product is not covered or protected by the '627 patent.

1313. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '627 patent.

COUNT 495: The '293 Patent

1314. Because the '293 patent only contains method claims, the apparatus identified as the Venus Divine 4 pack cartridges product is not covered or protected by the '293 patent.

1315. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '293 patent.

COUNT 496: The '834 Patent

1316. The '834 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1317. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '834 patent.

COUNT 497: The '848 Patent

1318. The '848 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1319. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '848 patent.

COUNT 498: The '431 Patent

1320. The '431 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1321. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '431 patent.

COUNT 499: The '822 Patent

1322. The '822 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1323. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the '822 patent.

COUNT 500: The D014 Patent

1324. The D014 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1325. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D014 patent.

COUNT 501: The D811 Patent

1326. The D811 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1327. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D811 patent.

COUNT 502: The D315 Patent

1328. The D315 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1329. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D315 patent.

COUNT 503: The D380 Patent

1330. The D380 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1331. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D380 patent.

COUNT 504: The D745 Patent

1332. The D745 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1333. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D745 patent.

COUNT 505: The D013 Patent

1334. The D013 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1335. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D013 patent.

COUNT 506: The D874 Patent

1336. The D874 patent has a scope which does not cover or protect the Venus Divine 4 pack cartridges product.

1337. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 4 pack cartridges product with the D874 patent.

**COUNTS 507-515: FALSE MARKING ON  
SENSOR3 DISPOSABLE 4 PACK RAZORS**

1338. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Sensor3 Disposable 4 pack razors. (e.g., Ex. HH).

COUNT 507: The '401 Patent

1339. During any time after the expiration of the '401 patent, the patent did not then protect the Sensor3 Disposable 4 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Sensor3 Disposable 4 pack razors product.

1340. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors with the '401 patent.

COUNT 508: The '817 Patent

1341. During any time after the expiration of the '817 patent, the patent did not then protect the Sensor3 Disposable 4 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1342. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors products with the '817 patent after the '817 patent expired.

COUNT 509: The '204 Patent

1343. Because the '204 patent only contains method claims, the apparatus identified as the Sensor3 Disposable 4 pack razors product is not covered or protected by the '204 patent.

1344. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '204 patent.

COUNT 510: The '788 Patent

1345. Because the '788 patent only contains method claims, the apparatus identified as the Sensor3 Disposable 4 pack razors product is not covered or protected by the '788 patent.

1346. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '788 patent.

COUNT 511: The '627 Patent

1347. Because the '627 patent only contains method claims, the apparatus identified as the Sensor3 Disposable 4 pack razors product is not covered or protected by the '627 patent.

1348. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '627 patent.

COUNT 512: The '3082 Patent

1349. The '3082 patent has a scope which does not cover or protect the Sensor3 Disposable 4 pack razors product.

1350. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '3082 patent.

COUNT 513: The '801 Patent

1351. The '801 patent has a scope which does not cover or protect the Sensor3 Disposable 4 pack razors product.

1352. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '801 patent.

COUNT 514: The '542 Patent

1353. Because the '542 patent only contains method claims, the apparatus identified as the Sensor3 Disposable 4 pack razors product is not covered or protected by the '542 patent.

1354. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the '542 patent.

COUNT 515: The D014 Patent

1355. The D014 patent has a scope which does not cover or protect the Sensor3 Disposable 4 pack razors product.

1356. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Disposable 4 pack razors product with the D014 patent.

**COUNTS 516-534: FALSE MARKING ON VENUS DIVINE 8 PACK CARTRIDGES**

1357. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Divine 8 pack cartridges. (e.g., Ex. II).

COUNT 516: The '255 Patent

1358. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Divine 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1359. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges products with the '255 patent after the '255 patent expired.

COUNT 517: The '051 Patent

1360. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Divine 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1361. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges products with the '051 patent after the '051 patent expired.

COUNT 518: The '401 Patent

1362. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Divine 8 pack cartridges product with any right of patent exclusivity or other

remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Divine 8 pack cartridges product.

1363. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges with the '401 patent.

COUNT 519: The '817 Patent

1364. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Divine 8 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1365. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 520: The '204 Patent

1366. Because the '204 patent only contains method claims, the apparatus identified as the Venus Divine 8 pack cartridges product is not covered or protected by the '204 patent.

1367. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '204 patent.

COUNT 521: The '586 Patent

1368. The '586 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1369. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '586 patent.

COUNT 522: The '627 Patent

1370. Because the '627 patent only contains method claims, the apparatus identified as the Venus Divine 8 pack cartridges product is not covered or protected by the '627 patent.

1371. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '627 patent.

COUNT 523: The '293 Patent

1372. Because the '293 patent only contains method claims, the apparatus identified as the Venus Divine 8 pack cartridges product is not covered or protected by the '293 patent.

1373. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '293 patent.

COUNT 524: The '834 Patent

1374. The '834 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1375. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '834 patent.

COUNT 525: The '848 Patent

1376. The '848 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1377. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '848 patent.

COUNT 526: The '431 Patent

1378. The '431 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1379. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '431 patent.

COUNT 527: The '822 Patent

1380. The '822 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1381. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the '822 patent.

COUNT 528: The D014 Patent

1382. The D014 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1383. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D014 patent.

COUNT 529: The D811 Patent

1384. The D811 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1385. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D811 patent.

COUNT 530: The D315 Patent

1386. The D315 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1387. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D315 patent.

COUNT 531: The D380 Patent

1388. The D380 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1389. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D380 patent.

COUNT 532: The D745 Patent

1390. The D745 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1391. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D745 patent.

COUNT 533: The D013 Patent

1392. The D013 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1393. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D013 patent.

COUNT 534: The D874 Patent

1394. The D874 patent has a scope which does not cover or protect the Venus Divine 8 pack cartridges product.

1395. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Divine 8 pack cartridges product with the D874 patent.

**COUNTS 535-542: FALSE MARKING ON CUSTOMPLUS 5 PACK RAZORS**

1396. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus 5 pack razors. (e.g., Ex. JJ).

**COUNT 535: The '476 Patent**

1397. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus 5 pack razors product.

1398. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors with the '476 patent.

**COUNT 536: The '401 Patent**

1399. During any time after the expiration of the '401 patent, the patent did not then protect the CustomPlus 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the CustomPlus 5 pack razors product.

1400. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors with the '401 patent.

COUNT 537: The '817 Patent

1401. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1402. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors products with the '817 patent after the '817 patent expired.

COUNT 538: The '204 Patent

1403. Because the '204 patent only contains method claims, the apparatus identified as the CustomPlus 5 pack razors product is not covered or protected by the '204 patent.

1404. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors product with the '204 patent.

COUNT 539: The '627 Patent

1405. Because the '627 patent only contains method claims, the apparatus identified as the CustomPlus 5 pack razors product is not covered or protected by the '627 patent.

1406. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors product with the '627 patent.

COUNT 540: The D689 Patent

1407. During any time after the expiration of the 'D689 patent, the patent did not then protect the CustomPlus 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D689 patent had a scope which did not cover or protect the CustomPlus 5 pack razors product.

1408. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors products with the D689 patent after the D689 patent expired. Even before the expiration of the

D689 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors with the D689 patent.

COUNT 541: The D441 Patent

1409. The D441 patent has a scope which does not cover or protect the CustomPlus 5 pack razors product.

1410. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors product with the D441 patent.

COUNT 542: The D232 Patent

1411. The D232 patent has a scope which does not cover or protect the CustomPlus 5 pack razors product.

1412. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus 5 pack razors product with the D232 patent.

**COUNTS 543-569: FALSE MARKING ON SENSOREXCEL RAZOR**

1413. DEFENDANTS manufacture, market, and sell a product identified on its packaging as SensorExcel razor. (e.g., Ex. KK).

COUNT 543: The '821 Patent

1414. During any time after the expiration of the '821 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1415. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '821 patent after the '821 patent expired.

COUNT 544: The '268 Patent

1416. During any time after the expiration of the '268 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1417. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '268 patent after the '268 patent expired.

COUNT 545: The '219 Patent

1418. During any time after the expiration of the '219 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1419. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '219 patent after the '219 patent expired.

COUNT 546: The '357 Patent

1420. During any time after the expiration of the '357 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1421. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '357 patent after the '357 patent expired.

COUNT 547: The '024 Patent

1422. During any time after the expiration of the '024 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1423. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '024 patent after the '024 patent expired.

COUNT 548: The '025 Patent

1424. During any time after the expiration of the '025 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1425. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '025 patent after the '025 patent expired.

COUNT 549: The '235 Patent

1426. During any time after the expiration of the '235 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1427. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '235 patent after the '235 patent expired.

COUNT 550: The '916 Patent

1428. During any time after the expiration of the '916 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1429. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '916 patent after the '916 patent expired.

COUNT 551: The '266 Patent

1430. During any time after the expiration of the '266 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1431. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '266 patent after the '266 patent expired.

COUNT 552: The '255 Patent

1432. During any time after the expiration of the '255 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1433. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '255 patent after the '255 patent expired.

COUNT 553: The '729 Patent

1434. During any time after the expiration of the '729 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1435. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '729 patent after the '729 patent expired.

COUNT 554: The '424 Patent

1436. During any time after the expiration of the '424 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1437. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '424 patent after the '424 patent expired.

COUNT 555: The '051 Patent

1438. During any time after the expiration of the '051 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the SensorExcel razor product.

1439. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the '051 patent.

COUNT 556: The '909 Patent

1440. During any time after the expiration of the '909 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '909 patent had a scope which did not cover or protect the SensorExcel razor product.

1441. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '909 patent after the '909 patent expired. Even before the expiration of the '909 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the '909 patent.

COUNT 557: The '082 Patent

1442. During any time after the expiration of the '082 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1443. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '082 patent after the '082 patent expired.

COUNT 558: The '401 Patent

1444. During any time after the expiration of the '401 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the SensorExcel razor product.

1445. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the '401 patent.

COUNT 559: The '817 Patent

1446. During any time after the expiration of the '817 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1447. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '817 patent after the '817 patent expired.

COUNT 560: The '361 Patent

1448. During any time after the expiration of the '361 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1449. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the '361 patent after the '361 patent expired.

COUNT 561: The '204 Patent

1450. Because the '204 patent only contains method claims, the apparatus identified as the SensorExcel razor product is not covered or protected by the '204 patent.

1451. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor product with the '204 patent.

COUNT 562: The D050 Patent

1452. During any time after the expiration of the D050 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1453. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D050 patent after the D050 patent expired.

COUNT 563: The D216 Patent

1454. During any time after the expiration of the D216 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D216 patent had a scope which did not cover or protect the SensorExcel razor product.

1455. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D216 patent after the D216 patent expired. Even before the expiration of the D216 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the D216 patent.

COUNT 564: The D568 Patent

1456. During any time after the expiration of the D568 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy

provided by the patent laws. In addition, prior to its expiration, the D568 patent had a scope which did not cover or protect the SensorExcel razor product.

1457. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D568 patent after the D568 patent expired. Even before the expiration of the D568 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the D568 patent.

COUNT 565: The D962 Patent

1458. During any time after the expiration of the D962 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D962 patent had a scope which did not cover or protect the SensorExcel razor product.

1459. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D962 patent after the D962 patent expired. Even before the expiration of the D962 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor with the D962 patent.

COUNT 566: The D342 Patent

1460. During any time after the expiration of the D342 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1461. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D342 patent after the D342 patent expired.

COUNT 567: The D5689 Patent

1462. During any time after the expiration of the D5689 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1463. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D5689 patent after the D5689 patent expired.

COUNT 568: The D722 Patent

1464. During any time after the expiration of the D722 patent, the patent did not then protect the SensorExcel razor product with any right of patent exclusivity or other remedy provided by the patent laws.

1465. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor products with the D722 patent after the D722 patent expired.

COUNT 569: The D242 Patent

1466. The D242 patent has a scope which does not cover or protect the SensorExcel razor product.

1467. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the SensorExcel razor product with the D242 patent.

**COUNTS 570-578: FALSE MARKING ON  
SENSOR3 SENSITIVE 4 PACK RAZORS**

1468. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Sensor3 Sensitive 4 pack razors. (e.g., Ex. LL).

COUNT 570: The '401 Patent

1469. During any time after the expiration of the '401 patent, the patent did not then protect the Sensor3 Sensitive 4 pack razors product with any right of patent exclusivity or other

remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Sensor3 Sensitive 4 pack razors product.

1470. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors with the '401 patent.

COUNT 571: The '817 Patent

1471. During any time after the expiration of the '817 patent, the patent did not then protect the Sensor3 Sensitive 4 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1472. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors products with the '817 patent after the '817 patent expired.

COUNT 572: The '204 Patent

1473. Because the '204 patent only contains method claims, the apparatus identified as the Sensor3 Sensitive 4 pack razors product is not covered or protected by the '204 patent.

1474. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '204 patent.

COUNT 573: The '788 Patent

1475. Because the '788 patent only contains method claims, the apparatus identified as the Sensor3 Sensitive 4 pack razors product is not covered or protected by the '788 patent.

1476. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '788 patent.

COUNT 574: The '627 Patent

1477. Because the '627 patent only contains method claims, the apparatus identified as the Sensor3 Sensitive 4 pack razors product is not covered or protected by the '627 patent.

1478. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '627 patent.

COUNT 575: The '3082 Patent

1479. The '3082 patent has a scope which does not cover or protect the Sensor3 Sensitive 4 pack razors product.

1480. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '3082 patent.

COUNT 576: The '801 Patent

1481. The '801 patent has a scope which does not cover or protect the Sensor3 Sensitive 4 pack razors product.

1482. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '801 patent.

COUNT 577: The '542 Patent

1483. Because the '542 patent only contains method claims, the apparatus identified as the Sensor3 Sensitive 4 pack razors product is not covered or protected by the '542 patent.

1484. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the '542 patent.

COUNT 578: The D014 Patent

1485. The D014 patent has a scope which does not cover or protect the Sensor3 Sensitive 4 pack razors product.

1486. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Sensor3 Sensitive 4 pack razors product with the D014 patent.

**COUNTS 579-601: FALSE MARKING ON  
VENUS VIBRANCE 4 PACK CARTRIDGES**

1487. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Venus Vibrance 4 pack cartridges. (e.g., Ex. MM).

**COUNT 579: The '255 Patent**

1488. During any time after the expiration of the '255 patent, the patent did not then protect the Venus Vibrance 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1489. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges products with the '255 patent after the '255 patent expired.

**COUNT 580: The '051 Patent**

1490. During any time after the expiration of the '051 patent, the patent did not then protect the Venus Vibrance 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1491. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges products with the '051 patent after the '051 patent expired.

**COUNT 581: The '401 Patent**

1492. During any time after the expiration of the '401 patent, the patent did not then protect the Venus Vibrance 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Venus Vibrance 4 pack cartridges product.

1493. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges with the '401 patent.

COUNT 582: The '817 Patent

1494. During any time after the expiration of the '817 patent, the patent did not then protect the Venus Vibrance 4 pack cartridges product with any right of patent exclusivity or other remedy provided by the patent laws.

1495. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges products with the '817 patent after the '817 patent expired.

COUNT 583: The '204 Patent

1496. Because the '204 patent only contains method claims, the apparatus identified as the Venus Vibrance 4 pack cartridges product is not covered or protected by the '204 patent.

1497. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '204 patent.

COUNT 584: The '790 Patent

1498. The '790 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1499. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '790 patent.

COUNT 585: The '586 Patent

1500. The '586 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1501. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '586 patent.

COUNT 586: The '627 Patent

1502. Because the '627 patent only contains method claims, the apparatus identified as the Venus Vibrance 4 pack cartridges product is not covered or protected by the '627 patent.

1503. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '627 patent.

COUNT 587: The '293 Patent

1504. Because the '293 patent only contains method claims, the apparatus identified as the Venus Vibrance 4 pack cartridges product is not covered or protected by the '293 patent.

1505. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '293 patent.

COUNT 588: The '071 Patent

1506. The '071 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1507. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '071 patent.

COUNT 589: The '903 Patent

1508. The '903 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1509. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '903 patent.

COUNT 590: The '426 Patent

1510. The '426 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1511. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '426 patent.

COUNT 591: The '822 Patent

1512. The '822 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1513. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '822 patent.

COUNT 592: The '232 Patent

1514. The '232 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1515. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '232 patent.

COUNT 593: The '529 Patent

1516. The '529 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1517. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '529 patent.

COUNT 594: The '517 Patent

1518. The '517 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1519. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the '517 patent.

COUNT 595: The D014 Patent

1520. The D014 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1521. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D014 patent.

COUNT 596: The D811 Patent

1522. The D811 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1523. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D811 patent.

COUNT 597: The D315 Patent

1524. The D315 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1525. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D315 patent.

COUNT 598: The D380 Patent

1526. The D380 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1527. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D380 patent.

COUNT 599: The D745 Patent

1528. The D745 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1529. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D745 patent.

COUNT 600: The D013 Patent

1530. The D013 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1531. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D013 patent.

COUNT 601: The D874 Patent

1532. The D874 patent has a scope which does not cover or protect the Venus Vibrance 4 pack cartridges product.

1533. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Venus Vibrance 4 pack cartridges product with the D874 patent.

**COUNTS 602-622: FALSE MARKING ON FUSION POWER PHANTOM  
RAZOR/SHAVING GEL COMBO**

1534. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Fusion Power Phantom razor/shaving gel combo. (e.g., Ex. NN).

COUNT 602: The '255 Patent

1535. During any time after the expiration of the '255 patent, the patent did not then protect the Fusion Power Phantom razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws.

1536. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo products with the '255 patent after the '255 patent expired.

COUNT 603: The '051 Patent

1537. During any time after the expiration of the '051 patent, the patent did not then protect the Fusion Power Phantom razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1538. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo with the '051 patent.

COUNT 604: The '401 Patent

1539. During any time after the expiration of the '401 patent, the patent did not then protect the Fusion Power Phantom razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1540. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom

razor/shaving gel combo products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo with the '401 patent.

COUNT 605: The '817 Patent

1541. During any time after the expiration of the '817 patent, the patent did not then protect the Fusion Power Phantom razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws.

1542. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo products with the '817 patent after the '817 patent expired.

COUNT 606: The '204 Patent

1543. Because the '204 patent only contains method claims, the apparatus identified as the Fusion Power Phantom razor/shaving gel combo product is not covered or protected by the '204 patent.

1544. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '204 patent.

COUNT 607: The '627 Patent

1545. DEFENDANTS have violated 35 U.S.C. §292(a) by marking (or causing to be marked) the packaging of the Fusion Power Phantom razor/shaving gel combo products with the '627 patent.

1546. Because the '627 patent only contains method claims, the apparatus identified as the Fusion Power Phantom razor/shaving gel combo product is not covered or protected by the '627 patent.

COUNT 608: The '293 Patent

1547. Because the '293 patent only contains method claims, the apparatus identified as the Fusion Power Phantom razor/shaving gel combo product is not covered or protected by the '293 patent.

1548. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '293 patent.

COUNT 609: The '979 Patent

1549. The '979 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1550. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '979 patent.

COUNT 610: The '903 Patent

1551. The '903 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1552. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '93 patent.

COUNT 611: The '426 Patent

1553. The '426 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1554. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '426 patent.

COUNT 612: The '529 Patent

1555. The '529 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1556. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '529 patent.

COUNT 613: The '517 Patent

1557. The '517 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1558. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the '517 patent.

COUNT 614: The D014 Patent

1559. The D0146 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1560. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D014 patent.

COUNT 615: The D811 Patent

1561. The D811 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1562. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D811 patent.

COUNT 616: The D315 Patent

1563. The D315 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1564. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D315 patent.

COUNT 617: The D380 Patent

1565. The D380 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1566. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D380 patent.

COUNT 618: The D745 Patent

1567. The D745 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1568. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D745 patent.

COUNT 619: The D013 Patent

1569. The D013 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1570. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D013 patent.

COUNT 620: The D023 Patent

1571. The D023 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1572. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D023 patent.

COUNT 621: The D874 Patent

1573. The D874 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1574. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D874 patent.

COUNT 622: The D174 Patent

1575. The D174 patent has a scope which does not cover or protect the Fusion Power Phantom razor/shaving gel combo product.

1576. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion Power Phantom razor/shaving gel combo product with the D174 patent.

**COUNTS 623-641: FALSE MARKING ON  
FUSION RAZOR/SHAVING GEL COMBO**

1577. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Fusion razor/shaving gel combo. (e.g., Ex OO).

COUNT 623: The '255 Patent

1578. During any time after the expiration of the '255 patent, the patent did not then protect the Fusion razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws.

1579. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo products with the '255 patent after the '255 patent expired.

COUNT 624: The '051 Patent

1580. During any time after the expiration of the '051 patent, the patent did not then protect the Fusion razor/shaving gel combo product with any right of patent exclusivity or other

remedy provided by the patent laws. In addition, prior to its expiration, the '051 patent had a scope which did not cover or protect the Fusion razor/shaving gel combo product.

1581. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo products with the '051 patent after the '051 patent expired. Even before the expiration of the '051 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo with the '051 patent.

COUNT 625: The '401 Patent

1582. During any time after the expiration of the '401 patent, the patent did not then protect the Fusion razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Fusion razor/shaving gel combo product.

1583. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo with the '401 patent.

COUNT 626: The '817 Patent

1584. During any time after the expiration of the '817 patent, the patent did not then protect the Fusion razor/shaving gel combo product with any right of patent exclusivity or other remedy provided by the patent laws.

1585. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo products with the '817 patent after the '817 patent expired.

COUNT 627: The '204 Patent

1586. Because the '204 patent only contains method claims, the apparatus identified as the Fusion razor/shaving gel combo product is not covered or protected by the '204 patent.

1587. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '204 patent.

COUNT 628: The '627 Patent

1588. Because the '627 patent only contains method claims, the apparatus identified as the Fusion razor/shaving gel combo product is not covered or protected by the '627 patent.

1589. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '627 patent.

COUNT 629: The '293 Patent

1590. Because the '293 patent only contains method claims, the apparatus identified as the Fusion razor/shaving gel combo product is not covered or protected by the '293 patent.

1591. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '293 patent.

COUNT 630: The '979 Patent

1592. The '979 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1593. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '979 patent.

COUNT 631: The '529 Patent

1594. The '529 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1595. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '529 patent.

COUNT 632: The '517 Patent

1596. The '517 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1597. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the '517 patent.

COUNT 633: The D014 Patent

1598. The D014 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1599. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D014 patent.

COUNT 634: The D811 Patent

1600. The D811 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1601. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D811 patent.

COUNT 635: The D315 Patent

1602. The D315 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1603. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D315 patent.

COUNT 636: The D380 Patent

1604. The D380 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1605. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D380 patent.

COUNT 637: The D745 Patent

1606. The D745 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1607. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D745 patent.

COUNT 638: The D013 Patent

1608. The D013 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1609. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D013 patent.

COUNT 639: The D023 Patent

1610. The D023 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1611. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D023 patent.

COUNT 640: The D874 Patent

1612. The D874 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1613. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D874 patent.

**COUNT 641: The D174 Patent**

1614. The D174 patent has a scope which does not cover or protect the Fusion razor/shaving gel combo product.

1615. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Fusion razor/shaving gel combo product with the D174 patent.

**COUNTS 642-645: FALSE MARKING ON  
DAISY CLASSIC 5 PACK RAZORS**

1616. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Daisy Classic 5 pack razors. (e.g., Ex. PP).

**COUNT 642: The '051 Patent**

1617. During any time after the expiration of the '051 patent, the patent did not then protect the Daisy Classic 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1618. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 5 pack razors products with the '051 patent after the '051 patent expired.

**COUNT 643: The '401 Patent**

1619. During any time after the expiration of the '401 patent, the patent did not then protect the Daisy Classic 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Daisy Classic 5 pack razors product.

1620. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 5 pack razors

products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 5 pack razors with the '401 patent.

COUNT 644: The '817 Patent

1621. During any time after the expiration of the '817 patent, the patent did not then protect the Daisy Classic 5 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1622. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 5 pack razors products with the '817 patent after the '817 patent expired.

COUNT 645: The '204 Patent

1623. Because the '204 patent only contains method claims, the apparatus identified as the Daisy Classic 5 pack razors product is not covered or protected by the '627 patent.

1624. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 5 pack razors product with the '204 patent.

**COUNTS 646-653: FALSE MARKING ON  
CUSTOMPLUS PIVOT WOMEN 10 PACK RAZORS**

1625. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CustomPlus Pivot Women 10 pack razors. (e.g., Ex. QQ).

COUNT 646: The '476 Patent

1626. During any time after the expiration of the '476 patent, the patent did not then protect the CustomPlus Pivot Women 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '476 patent had a scope which did not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1627. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors products with the '476 patent after the '476 patent expired. Even before the expiration of the '476 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors with the '476 patent.

COUNT 647: The '534 Patent

1628. During any time after the expiration of the '534 patent, the patent did not then protect the CustomPlus Pivot Women 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1629. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors products with the '534 patent after the '534 patent expired.

COUNT 648: The '401 Patent

1630. During any time after the expiration of the '401 patent, the patent did not then protect the CustomPlus Pivot Women 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1631. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors with the '401 patent.

COUNT 649: The '817 Patent

1632. During any time after the expiration of the '817 patent, the patent did not then protect the CustomPlus Pivot Women 10 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1633. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors products with the '817 patent after the '817 patent expired.

COUNT 650: The D441 Patent

1634. The D441 patent has a scope which does not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1635. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors product with the D441 patent.

COUNT 651: The D232 Patent

1636. The D232 patent has a scope which does not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1637. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors product with the D232 patent.

COUNT 652: The D233 Patent

1638. The D233 patent has a scope which does not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1639. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors product with the D233 patent.

COUNT 653: The D330 Patent

1640. The D330 patent has a scope which does not cover or protect the CustomPlus Pivot Women 10 pack razors product.

1641. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CustomPlus Pivot Women 10 pack razors product with the D330 patent.

**COUNTS 654-660: FALSE MARKING ON DAISY CLASSIC 12 PACK RAZORS**

1642. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Daisy Classic 12 pack razors. (e.g., Ex. RR).

COUNT 654: The '401 Patent

1643. During any time after the expiration of the '401 patent, the patent did not then protect the Daisy Classic 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the '401 patent had a scope which did not cover or protect the Daisy Classic 12 pack razors product.

1644. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors products with the '401 patent after the '401 patent expired. Even before the expiration of the '401 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors with the '401 patent.

COUNT 655: The '817 Patent

1645. During any time after the expiration of the '817 patent, the patent did not then protect the Daisy Classic 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1646. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors products with the '817 patent after the '817 patent expired.

COUNT 656: The '204 Patent

1647. During any time after the expiration of the '204 patent, the patent did not then protect the Daisy Classic 12 pack razors product with any right of patent exclusivity or other remedy provided by the patent laws.

1648. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors products with the '204 patent after the '204 patent expired.

COUNT 657: The '740 Patent

1649. The '740 patent has a scope which does not cover or protect the Daisy Classic 12 pack razors product.

1650. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors product with the '740 patent.

COUNT 658: The '627 Patent

1651. Because the '627 patent only contains method claims, the apparatus identified as the Daisy Classic 12 pack razors product is not covered or protected by the '627 patent.

1652. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors product with the '627 patent.

COUNT 659: The D233 Patent

1653. The D233 patent has a scope which does not cover or protect the Daisy Classic 12 pack razors product.

1654. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors product with the D233 patent.

COUNT 660: The D251 Patent

1655. The D251 patent has a scope which does not cover or protect the Daisy Classic 12 pack razors product.

1656. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Daisy Classic 12 pack razors product with the D251 patent.

**COUNT 661: FALSE MARKING ON  
GILLETTE SERIES COOL WAVE INVISIBLE SOLID DEODORANT**

1657. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Gillette Series Cool Wave Invisible Solid deodorant. (e.g., Ex. SS).

1658. During any time after the expiration of the '528 patent, the patent did not then protect the Gillette Series Cool Wave Invisible Solid deodorant product with any right of patent exclusivity or other remedy provided by the patent laws.

1659. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Gillette Series Cool Wave Invisible Solid deodorant products with the '528 patent after the '528 patent expired.

**COUNT 662: FALSE MARKING ON RIGHT GUARD SPORT COOL GEL**

1660. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Right Guard Sport Cool Gel deodorant. (e.g., Ex. TT).

1661. During any time after the expiration of the D639 patent, the patent did not then protect the Right Guard Sport Cool Gel deodorant product with any right of patent exclusivity or

other remedy provided by the patent laws. In addition, prior to its expiration, the D639 patent had a scope which did not cover or protect the Right Guard Sport Cool Gel deodorant.

1662. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Right Guard Sport Cool Gel deodorant products with the D639 patent after the D639 patent expired. Even before the expiration of the D639 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Right Guard Sport Cool Gel deodorant with the D639 patent.

**COUNT 663: FALSE MARKING ON  
RIGHT GUARD SPORT COOL CLEAR GEL**

1663. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Right Guard Sport Cool Clear Gel deodorant. (e.g., Ex. UU).

1664. During any time after the expiration of the D639 patent, the patent did not then protect the Right Guard Sport Cool Clear Gel deodorant product with any right of patent exclusivity or other remedy provided by the patent laws. In addition, prior to its expiration, the D639 patent had a scope which did not cover or protect the Right Guard Sport Cool Clear Gel deodorant.

1665. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Right Guard Sport Cool Clear Gel deodorant products with the D639 patent after the D639 patent expired. Even before the expiration of the D639 patent, DEFENDANTS had violated 35 U.S.C. § 292, by marking (or causing to be marked), with intent to deceive the public, the packaging of the Right Guard Sport Cool Clear Gel deodorant with the D639 patent.

**COUNT 664: FALSE MARKING ON  
ADVANTAGE PLUS COMFORT GRIP REGULAR 40 SOFT (32)**

1666. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage Plus Comfort Grip Regular 40 Soft (32). (e.g., Ex. VV).

1667. During any time after the expiration of the '2255 patent, the patent did not then protect the Advantage Plus Comfort Grip Regular 40 Soft (32) product with any right of patent exclusivity or other remedy provided by the patent laws.

1668. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage Plus Comfort Grip Regular 40 Soft (32) products with the '2255 patent after the '2255 patent expired.

**COUNT 665: FALSE MARKING ON ADVANTAGE REGULAR 40 MED (45)**

1669. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage regular 40 med (45). (e.g., Ex. WW).

1670. During any time after the expiration of the '2255 patent, the patent did not then protect the Advantage regular 40 med (45) product with any right of patent exclusivity or other remedy provided by the patent laws.

1671. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage regular 40 med (45) products with the '2255 patent after the '2255 patent expired.

**COUNT 666: FALSE MARKING ON  
ADVANTAGE REGULAR 40 SOFT (42)**

1672. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage regular 40 soft (42). (e.g., Ex. XX).

1673. During any time after the expiration of the '2255 patent, the patent did not then protect the Advantage regular 40 soft (42) product with any right of patent exclusivity or other remedy provided by the patent laws.

1674. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage regular 40 soft (42) products with the '2255 patent after the '2255 patent expired.

**COUNT 667: FALSE MARKING ON  
ADVANTAGE ARTICA COMFORT GRIP MED (49)**

1675. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage Artica comfort grip med (49). (e.g., Ex. YY).

1676. During any time after the expiration of the '2255 patent, the patent did not then protect the Advantage Artica comfort grip med (49) product with any right of patent exclusivity or other remedy provided by the patent laws.

1677. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage Artica comfort grip med (49) products with the '2255 patent after the '2255 patent expired.

**COUNT 668: FALSE MARKING ON  
INDICATOR COMFORT GRIP REG 40 MED (14)**

1678. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Indicator comfort grip reg 40 med (14). (e.g., Ex. ZZ).

1679. During any time after the expiration of the '2255 patent, the patent did not then protect the Indicator comfort grip reg 40 med (14) product with any right of patent exclusivity or other remedy provided by the patent laws.

1680. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Indicator comfort grip reg 40 med (14) products with the '2255 patent after the '2255 patent expired.

**COUNT 669: FALSE MARKING ON  
INDICATOR COMFORT GRIP FULL 60 MED (15)**

1681. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Indicator comfort grip full 60 med (15). (e.g., Ex. AAA).

1682. During any time after the expiration of the '2255 patent, the patent did not then protect the Indicator comfort grip full 60 med (15) product with any right of patent exclusivity or other remedy provided by the patent laws.

1683. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Indicator comfort grip full 60 med (15) products with the '2255 patent after the '2255 patent expired.

**COUNT 670: FALSE MARKING ON CROSSACTION POWER WHITENING**

1684. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CrossAction Power Whitening. (e.g., Ex. BBB).

1685. During any time after the expiration of the '2255 patent, the patent did not then protect the CrossAction Power Whitening product with any right of patent exclusivity or other remedy provided by the patent laws.

1686. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CrossAction Power Whitening products with the '2255 patent after the '2255 patent expired.

**COUNT 671: FALSE MARKING ON  
CROSSACTION CRISSCROSS BRISTLES MED REG 40 (55)**

1687. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CrossAction crisscross bristles med reg 40 (55). (e.g., Ex. CCC).

1688. During any time after the expiration of the '2255 patent, the patent did not then protect the CrossAction crisscross bristles med reg 40 (55) product with any right of patent exclusivity or other remedy provided by the patent laws.

1689. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CrossAction crisscross bristles med reg 40 (55) products with the '2255 patent after the '2255 patent expired.

**COUNT 672: FALSE MARKING ON  
CROSSACTION CRISSCROSS BRISTLES MED FULL 60 (56)**

1690. DEFENDANTS manufacture, market, and sell a product identified on its packaging as CrossAction crisscross bristles med full 60 (56). (e.g., Ex. DDD).

1691. During any time after the expiration of the ‘2255 patent, the patent did not then protect the CrossAction crisscross bristles med full 60 (56) product with any right of patent exclusivity or other remedy provided by the patent laws.

1692. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the CrossAction crisscross bristles med full 60 (56) products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 673: FALSE MARKING ON  
ADVANTAGEPLUS COMFORT GRIP FULL 60 SOFT (35)**

1693. DEFENDANTS manufacture, market, and sell a product identified on its packaging as AdvantagePlus comfort grip full 60 soft (35). (e.g., Ex. EEE).

1694. During any time after the expiration of the ‘2255 patent, the patent did not then protect the AdvantagePlus comfort grip full 60 soft (35) product with any right of patent exclusivity or other remedy provided by the patent laws.

1695. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AdvantagePlus comfort grip full 60 soft (35) products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 674: FALSE MARKING ON  
ADVANTAGE ARTICA COMFORT GRIP MED (50)**

1696. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage Artica comfort grip med (50). (e.g., Ex. FFF).

1697. During any time after the expiration of the ‘2255 patent, the patent did not then protect the Advantage Artica comfort grip med (50) product with any right of patent exclusivity or other remedy provided by the patent laws.

1698. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage Artica comfort grip med (50) products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 675: FALSE MARKING ON  
ADVANTAGEPLUS COMFORT GRIP MED (34)**

1699. DEFENDANTS manufacture, market, and sell a product identified on its packaging as AdvantagePlus comfort grip med (34). (e.g., Ex. GGG).

1700. During any time after the expiration of the ‘2255 patent, the patent did not then protect the AdvantagePlus comfort grip med (34) product with any right of patent exclusivity or other remedy provided by the patent laws.

1701. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the AdvantagePlus comfort grip med (34) products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 676: FALSE MARKING ON  
ADVANTAGE ARTICA COMFORT GRIP SOFT (47)**

1702. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage Artica comfort grip soft (47). (e.g., Ex. HHH).

1703. During any time after the expiration of the ‘2255 patent, the patent did not then protect the Advantage Artica comfort grip soft (47) product with any right of patent exclusivity or other remedy provided by the patent laws.

1704. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage Artica comfort grip soft (47) products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 677: FALSE MARKING ON  
ADVANTAGE ARTICA COMFORT GRIP SOFT (48)**

1705. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Advantage Artica comfort grip soft (48). (e.g., Ex. III).

1706. During any time after the expiration of the ‘2255 patent, the patent did not then protect the Advantage Artica comfort grip soft (48) product with any right of patent exclusivity or other remedy provided by the patent laws.

1707. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Advantage Artica comfort grip soft (48) products with the '2255 patent after the '2255 patent expired.

**COUNT 678: FALSE MARKING ON STAGES POWER - POWER RANGERS**

1708. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Stages Power - Power Rangers.

1709. During any time after the expiration of the '2255 patent, the patent did not then protect the Stages Power - Power Rangers o product with any right of patent exclusivity or other remedy provided by the patent laws.

1710. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Stages Power - Power Rangers products with the '2255 patent after the '2255 patent expired.

**COUNT 679: FALSE MARKING ON STAGES POWER –  
WINNIE THE POOH**

1711. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Stages Power - Winnie the Pooh.

1712. During any time after the expiration of the '2255 patent, the patent did not then protect the F Stages Power - Winnie the Pooh product with any right of patent exclusivity or other remedy provided by the patent laws.

1713. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Stages Power - Winnie the Pooh products with the '2255 patent after the '2255 patent expired.

**COUNT 680: FALSE MARKING ON STAGES POWER –  
DISNEY PRINCESS**

1714. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Stages Power – Disney Princess.

1715. During any time after the expiration of the ‘2255 patent, the patent did not then protect the F Stages Power – Disney Princess product with any right of patent exclusivity or other remedy provided by the patent laws.

1716. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Stages Power – Disney Princess products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 681: FALSE MARKING ON VITALITY PRECISION CLEAN**

1717. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Vitality Precision Clean.

1718. During any time after the expiration of the ‘2255 patent, the patent did not then protect the Vitality Precision Clean product with any right of patent exclusivity or other remedy provided by the patent laws.

1719. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Vitality Precision Clean products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 682: FALSE MARKING ON VITALITY SONIC**

1720. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Vitality Sonic.

1721. During any time after the expiration of the ‘2255 patent, the patent did not then protect the Vitality Sonic product with any right of patent exclusivity or other remedy provided by the patent laws.

1722. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Vitality Sonic products with the ‘2255 patent after the ‘2255 patent expired.

**COUNT 683: FALSE MARKING ON VITALITY DUAL CLEAN**

1723. DEFENDANTS manufacture, market, and sell a product identified on its packaging as Vitality Dual Clean.

1724. During any time after the expiration of the '2255 patent, the patent did not then protect the Vitality Dual Clean product with any right of patent exclusivity or other remedy provided by the patent laws.

1725. DEFENDANTS have violated 35 U.S.C. § 292(a) by marking (or causing to be marked), with intent to deceive the public, the packaging of the Vitality Dual Clean products with the '2255 patent after the '2255 patent expired.

**DAMAGES**

1726. Each expired patent marked on the products identified herein and/or each patent marked on such products which has a scope which does not cover the product on which it is marked (directly or on the packaging thereof), is likely to, or at least has the potential to, discourage or deter each person or company (itself or by its representatives) which views the product from commercializing a competing product.

1727. Upon information and belief, DEFENDANTS' marking of their products with the numbers of expired patents and/or the numbers of patents having scopes which do not cover the marked products, as described above and/or as will be further later evidenced, has wrongfully quelled competition with respect to such products thereby causing harm to Plaintiff, the United States, and the public.

1728. For the reasons set forth herein, and for other reasons that will later be evidenced, DEFENDANTS have wrongfully and illegally advertised patent monopolies which they do not possess and, as a result, have benefited by maintaining their substantial market share with respect to the herein described products.

**PRAYER FOR RELIEF**

1729. WHEREFORE, PEQUIGNOT requests this Court, pursuant to 35 U.S.C. §292,  
to:

A. Enter judgment against DEFENDANTS and in favor of PEQUIGNOT for the violations alleged in this Complaint;

B. Order DEFENDANTS to pay a civil monetary fine of \$500 per false marking “offense,” or an alternative amount as determined by the Court, one-half of which shall be paid to the United States.

C. Grant PEQUIGNOT such other and further relief as it may deem just and equitable.

Dated: June 2, 2008

Respectfully submitted,

/s/ Carl S. Kravitz (by permission Wesley Hill)

Carl S. Kravitz

Ellen D. Marcus

Jane M. Ricci

ZUCKERMAN SPAEDER LLP

1800 M Street, N.W., Suite 1000

Washington, D.C. 20036

(202) 778-1800 (telephone)

(202) 822-8106 (facsimile)

*Lead Counsel for Plaintiff Matthew A. Pequignot*

Otis W. Carroll

State Bar No. 03895700

J. Wesley Hill

State Bar No. 24032294

IRELAND, CARROLL & KELLEY, P.C.

6101 South Broadway, Suite 500

Tyler, TX 75703

(903) 561-1600 (telephone)

(903) 581-1071 (facsimile)

[Fedserv@ickl.com](mailto:Fedserv@ickl.com)

*Of Counsel for Plaintiff Matthew A. Pequignot*