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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRK, Inc., a corporation organized under
Nevada law,

Plaintiff,

vs.

iSee Automation, Inc., a corporation
organized under the laws of Canada,

Defendant.

Case No.

COMPLAINT

COMES NOW, Plaintiff BRK, Inc., by and through its attorneys of record, and claims
against Defendant as follows:

I. JURISDICTION, PARTIES AND VENUE

1. Plaintiff BRK, Inc. (“BRK”) is a corporation organized and existing under the
laws of the state of Nevada, with its principal place of business in Henderson, Nevada.

2. Defendant iSee Automation, Inc. (“iSee”) is a corporation organized and existing
under the laws of Ontario, Canada, with its principal place of business in Windsor, Ontario,
Canada or Detroit, Michigan.

3. Venue is proper in this court pursuant to 28 U.S.C. §1391(b)(3) because the
parties to the action contractually stipulated to the exclusive jurisdiction of the courts of the state

1 of Washington or the Federal courts sitting therein, so there is no other district in which the
2 action may otherwise be brought and the Defendant is subject to the court's personal jurisdiction.

3 4. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.
4 §1332(a)(3) because the amount in controversy exceeds \$75,000, exclusive of interest and costs,
5 and the dispute is between a citizen of a state and a citizen of a foreign state.

6 II. STATEMENT OF FACTS

7 5. iSee, through its principal Christopher Stramacchia, invented a camera on a
8 helmet system whereby, among other things, participants in a sporting event can wirelessly
9 transmit the live action for broadcast while actually participating in, and otherwise being part of,
10 the event (the "Helmet System"). The invention is the subject of U.S. Patent Application Serial
11 No. 15/079,847, published March 24, 2016 (the "Patent").

12 6. On April 1, 2016, iSee also filed an intent-to-use application (the "Trademark
13 Application") with the United States Patent and Trademark Office ("USPTO") to federally
14 register the trademark REFCAM in connection with digital cameras and accessories, including
15 head and helmet mounting devices for cameras.

16 7. Effective May 6, 2016, approximately one month after the filing of the Trademark
17 Application, BRK and iSee (together "the Parties") entered into a Patent Assignment and
18 Technology Transfer Agreement ("Patent Assignment Agreement"), whereby iSee sold to BRK
19 the Patent and related know-how, technology, methods, idea and plan for commercializing the
20 Helmet System, including the REFCAM mark ("BRK's Mark"), and other confidential
21 information (the "Subject Technology"). The transfer of the Patent for the Helmet System, along
22 with the Subject Technology, which included all related know-how, technology, methods, ideas,
23 plan for its commercialization and confidential information, constituted a transfer of the portion
24 of iSee's business to which BRK's mark pertained, and BRK became iSee's successor to that
25 portion of its business. In exchange, BRK issued iSee 5 million shares of BRK stock, and
26 proceeded to spend approximately \$400,000 on camera equipment and travel expenses for Mr.

1 Stramacchia to be used by him for BRK's benefit, in implementing BRK's plan for the
2 commercialization the Patent and Subject Technology, including BRK's Mark.

3 8. The Parties also entered into a Revenue Assignment and Benefit Transfer
4 Agreement ("Revenue Assignment Agreement"), effective September 16, 2016, whereby iSee
5 agreed to deliver to BRK any and all revenues iSee received from contracts associated with the
6 exploitation of BRK's Patent and Subject Technology for the Helmet System. The contracts for
7 which revenue was to be delivered to BRK by iSee included those associated with Rogers Media
8 and the National Hockey League, as well as all broadcast and licensing revenues. In exchange,
9 BRK agreed to provide all funding needed to commercialize products derived from the Helmet
10 System Patent and the Subject Technology, including the use and licensing of BRK's Mark.

11 9. On March 13, 2017, iSee filed an amendment to the Trademark Application to
12 allege use in US commerce of BRK's Mark. iSee declared under oath that BRK's Mark had been
13 used in commerce by it, its licensee or its predecessor at least as early as February 22, 2017. To
14 prove the allegation of use, iSee also filed a specimen showing the commercial use of the
15 product. The specimen was a photo of the Helmet System, previously assigned to BRK, with
16 BRK's Mark emblazoned on top.

17 10. iSee has continued on its own behalf and for its own benefit, and not for the
18 benefit of BRK, to use and market the Patent and the Subject Technology, in breach of the Patent
19 Assignment Agreement and the Revenue Assignment Agreement. Such use and marketing is
20 evidenced, *inter alia*, by its Trademark Application and supporting documents, through which
21 iSee affirmed under oath that it had begun using what appears to be the Helmet System in
22 conjunction with BRK's Mark, which was developed as part of its plan to market and
23 commercialize the same.

24 11. On information and belief, iSee has continued to negotiate for and to collect
25 revenues from contracts associated with BRK's Helmet System, Patent, Subject Technology and
26 BRK's Mark, including revenues from contracts with Rogers Media and the NHL, and has failed

1 to deliver those revenues to BRK, in breach of the Revenue Assignment Agreement.

2 12. Both the Patent Assignment Agreement and Revenue Assignment Agreements
3 provide that damages alone would be insufficient to compensate for any material breach of the
4 Agreement.

5 13. Both the Patent Assignment Agreement and Revenue Assignment Agreement
6 include an agreement to jurisdiction and venue in this Court for all disputes arising under or
7 relating to the Agreements.

8 III. CAUSES OF ACTION

9 A. Breach of Contract: Patent Assignment Agreement

10 14. iSee's continued use of BRK's Patent and Subject Technology and its efforts to
11 commercialize the technology for iSee's benefit, and not for BRK's benefit, constitutes a
12 material breach of the Patent Assignment Agreement.

13 15. iSee's use of BRK's Mark, which was developed as part of its plan to brand and
14 commercialize BRK's Patent and Subject Technology, is only authorized as a means to brand
15 and commercialize the technology for BRK's benefit. Therefore, iSee's failure to confer to BRK
16 all benefits of its actions to brand and commercialize the technology with BRK's Mark
17 constitutes a material breach of the Patent Assignment Agreement.

18 16. As a result of iSee's breach of the Patent Assignment Agreement, BRK has
19 suffered and will continue to suffer damages in an amount exceeding \$75,000, exclusive of
20 interest and costs.

21 B. Breach of Contract: Revenue Assignment Agreement

22 17. BRK repeats and realleges each of the allegations in paragraphs 1-11 as if fully
23 set forth herein.

24 18. iSee's collection of revenues from contracts associated with BRK's Patent and
25 Subject Technology, combined with its failure to deliver those revenues to BRK, constitutes a
26 material breach of the Revenue Assignment Agreement.

1 19. As a result of iSee's breach of the Revenue Assignment Agreement, BRK has
2 suffered and will continue to suffer damages in an amount exceeding \$75,000, exclusive of
3 interest and costs.

4 C. Declaratory Judgment

5 20. BRK repeats and realleges each of the allegations in paragraphs 1-11 as if fully
6 set forth herein.

7 21. Pursuant to the Patent Assignment Agreement, iSee transferred to BRK, in
8 exchange for substantial compensation, all rights to the technology that is the subject of the
9 Patent and the Subject Technology. In contravention of that Agreement, iSee continues to use
10 and market BRK's Patent and Subject Technology for iSee's gain. Therefore, an actual and
11 continuing controversy exists between iSee and BRK. A declaration of rights under the Patent
12 Assignment Agreement is necessary and appropriate to ensure that BRK receives the benefit of
13 that Agreement.

14 22. Pursuant to the Patent Assignment Agreement, iSee transferred to BRK, in
15 exchange for substantial compensation, the portion of its business pertaining to the Helmet
16 System Patent and Subject Technology, including all rights to the know-how, technology,
17 methods, idea and plan for commercializing the Helmet System, and BRK's Mark, which was
18 developed as part of the plan to market and commercialize the Helmet System Patent and Subject
19 Technology. In contravention of that Agreement, iSee has been using BRK's Mark for its own
20 gain. Therefore, an actual and continuing controversy exists between iSee and BRK. A
21 declaration of rights under the Patent Assignment Agreement is necessary and appropriate to
22 ensure that BRK receives the benefit of that Agreement.

23 23. Pursuant to Revenue Assignment Agreement, iSee transferred to BRK, in
24 exchange for substantial compensation, the right to all revenues from contracts associated with
25 the Helmet System Patent and Subject Technology, including such contracts entered into
26 between iSee and Rogers Media. In contravention of that Agreement, iSee has been collecting

1 revenues from such contracts and has refused to turn over such revenues to BRK. Therefore, an
2 actual and continuing controversy exists between iSee and BRK. A declaration of rights under
3 the Revenue Assignment Agreement is necessary and appropriate to ensure that BRK receives
4 the benefit of that Agreement.

5 **IV. PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays this Court grant the following relief against Defendant
7 iSee Automation, Inc.:

8 1. A judgment declaring that BRK owns the Patent and the Subject Technology
9 pursuant to the Patent Assignment Agreement;

10 2. A judgment declaring that BRK owns BRK's Mark, which that is the subject of
11 and described in the Trademark Application, pursuant to the Patent Assignment Agreement and
12 ordering iSee to formally transfer ownership of BRK's Mark to BRK with the United States
13 Patent and Trademark Office;

14 3. A judgment declaring that BRK entitled to revenues from contracts associated
15 with the Helmet System Patent and Subject Technology and the use of BRK's Mark, including
16 such contracts entered into between iSee and Rogers Media, pursuant to the Revenue
17 Assignment Agreement;

18 4. A judgment for damages caused to BRK by iSee's breaches of the Patent
19 Assignment Agreement and Revenue Assignment Agreement, in an amount to be proven at trial.

20 DATED this 13th day of November, 2017.

21
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