

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

REHCO LLC,

Plaintiff,

v.

SPIN MASTER LTD.,

Defendant.

Case No. 13-cv-2245

Judge John Robert Blakey

VERDICT FORM

A. Plaintiff Rehco's Breach of Contract Claim:

1. Did Rehco prove, by a preponderance of the evidence, that it performed its obligations under the Helicopter Agreement? Please check "yes" or "no" below.

Yes X No \_\_\_\_\_

2. Did Rehco prove, by a preponderance of the evidence, that Spin Master failed to perform its obligations under the Helicopter Agreement? Please check "yes" or "no" below.

Yes X No \_\_\_\_\_

3. Did Rehco prove, by a preponderance of the evidence, that it sustained damages as a result of Spin Master's failure to perform? Please check "yes" or "no" below.

Yes X No \_\_\_\_\_

If you answered "yes" to questions 1, 2, and 3 above, then you must go on to consider question 4. If you answered "no" to any of the above questions, then you should skip questions 4 and 5, and proceed to the next claim, Section B.

4. Did Spin Master prove, by a preponderance of the evidence, that Rehco waived any right to claim royalties on sales of the Havoc Heli? Please check "yes" or "no" below.

Yes \_\_\_\_\_ No X\_\_\_\_\_

If you answered "yes" to question 4, then you should skip question 5, and proceed to the next claim, Section B. If you answered "no" to question 4, then you should proceed to consider question 5.

5. What amount of damages do you find is owed to Rehco as a result of Spin Master's breach? Please provide an amount in dollars and cents.

\$ 4,085,899.20

Proceed to Section B.

B. Rehco's Infringement Claim

1. Did Rehco prove, by a preponderance of the evidence, that every requirement of every asserted claim of the '866 patent is present in Spin Master's accused products, either literally or under the doctrine of equivalents? Please check "yes" or "no" for each claim with respect to each of the accused products (for a total of 9 check marks in this question).

a. Vectron Wave

Claim 1 Yes X No \_\_\_\_\_

Claim 2 Yes X No \_\_\_\_\_

Claim 3 Yes X No \_\_\_\_\_

b. Atmosphere

Claim 1 Yes X No \_\_\_\_\_

Claim 2 Yes X No \_\_\_\_\_

Claim 3 Yes X No \_\_\_\_\_

c. Flutterbye Fairy

Claim 1 Yes X No \_\_\_\_\_

Claim 2 Yes X No \_\_\_\_\_

Claim 3 Yes X No \_\_\_\_\_

If you checked "no" for all of the boxes in question B.1., then skip the remaining questions, proceed to Section C and sign and date the form.

If you checked "yes" for any of the boxes in question B.1., then proceed to the remaining questions.

2. Willful Infringement: Has Rehco proved, by a preponderance of the evidence, that Spin Master's infringement of the '866 patent was willful? Please check "yes" or "no" below.

Yes  No

3. Invalidity - Anticipation: For each claim of the '866 patent listed below, has Spin Master proven, by clear and convincing evidence, that the claim was "anticipated" by a single prior art reference as described in Instruction No. \_\_\_\_? Please check "yes" or "no" below.

Claim 1 Yes  No

4. Invalidity - Obviousness: For each claim of the '866 patent listed below, has Spin Master proven, by clear and convincing evidence, that the claim would have been obvious to a person of ordinary skill in the field? Please check "yes" or "no" below.

Claim 1 Yes  No

Claim 2 Yes  No

Claim 3 Yes  No

5. Damages: If you found any claim to be both infringed and not invalid, what damages do you award Rehco for Spin Master's infringement? Please provide an amount in dollars and cents.

\$ 5,385,843.70

Proceed to Section C and sign and date the form.

C. SIGNATURES AND DATE

Please sign and date below and return the entire Verdict Form to the marshal (each juror must sign the form).

Date: 12/19/19

Foreperson: Rose Wolf  
Kim Mores  
[Signature]  
Joan Emmer  
[Signature]  
[Signature]

[Signature]  
Brenda Cunningham  
Amine Goutabi  
Lisley Keaton  
Rita A. Valdez  
Lise Berninger