## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

REHCO LLC,

Plaintiff,

Case No. 13-cv-2245

V.

Judge John Robert Blakey

SPIN MASTER LTD.,

Defendant.

**VERDICT FORM** 

## A. Plaintiff Rehco's Breach of Contract Claim:

1.	Did Rehco prove, by a preponderance of the evidence, that it performe	d
its obligation	s 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.

	<b>\</b>
Yes	No 🔨

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.

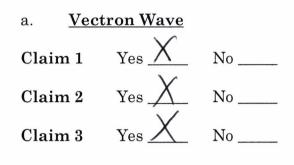
5. What amount of damages do you find is owed to Rehco as a result of Spin Master's breach? Please provide an amount in dollars and cents.

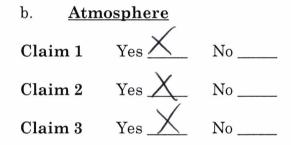
\$ 4085,899.20

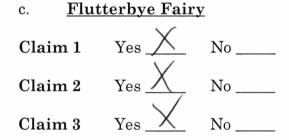
Proceed to Section B.

## 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).





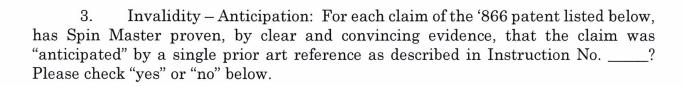


If you checked "no" for all of the boxes in question B.1., then skip the remaining questions, proceed to Section C and sign and date the form.

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	preponderand	e of the
evidence,	that Spin N	Master's infringe	ement of the	'866 pate	ent wa	as willful? Plea	se check
"yes" or ":	no" below.						

Yes 🔼	No



Claim 1 Yes \_\_\_\_ No 
$$X$$
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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.

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.

## SIGNATURES AND DATE C.

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

Date: 12

Foreperson: