

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW HAMPSHIRE

U.S. DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE  
AUG 11 2004  
**FILED**

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SOLIDSCAPE, INC. formerly known as  
SANDERS PROTOTYPE, INC.,

Plaintiff,

v.

SANDERS DESIGN INTERNATIONAL, INC.,  
ROYDEN C. SANDERS, JR., and  
ALBIN HASTBACKA,

Defendants

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Case No.: C.03-3-1-JM

**JURY TRIAL DEMANDED**

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**AMENDED AND SUPPLEMENTED COMPLAINT**

NOW COMES, the plaintiff, Solidscape, Inc., formerly known as Sanders Prototype, Inc. ("Solidscape"), by and through its attorneys, Devine, Millimet & Branch, Professional Association, and complains against the defendants as follows:

1. This action arises out of the defendants' misappropriation, unauthorized use and infringement of Solidscape's intellectual property, including without limitation patented technology, copyrighted software, and trade secrets, as well as the defendants' unfair competitive practices and, in the case of the individual defendants, Royden C. Sanders, Jr. and Albin Hastbacka, violation of their fiduciary duties as members of Solidscape's Board of Directors. Solidscape seeks recovery of monetary damages as well as injunctive relief to prevent the defendants from continuing to engage in the illegal conduct described herein.

### **PARTIES**

2. Solidscape is a Delaware corporation having a principal place of business at 316 Daniel Webster Highway, Merrimack, New Hampshire 03054.

3. The defendant Sanders Design International, Inc. ("SDI") is a New Hampshire corporation having a principal place of business at Pine Valley Mill, Wilton, New Hampshire 03086.

4. The defendant Royden C. Sanders, Jr. ("Sanders") is a New Hampshire resident with an address at Burton Highway, Wilton, New Hampshire 03086. Sanders is an employee and principal shareholder of SDI and is a member of Solidscape's Board of Directors.

5. The defendant Albin Hastbacka ("Hastbacka") is a New Hampshire resident with an address at 1 Martingale Road, Amherst, New Hampshire 03031. Hastbacka is the President of SDI and is also a member of Solidscape's Board of Directors.

### **JURISDICTION AND VENUE**

6. Counts I and II of this action arise under the patent laws of the United States, 35 U.S.C. § 271 et seq. This Court has original jurisdiction over these claims pursuant to 28 U.S.C. § 1331, which grants this Court jurisdiction over all civil actions arising under the laws or Constitution of the United States and pursuant to 28 U.S.C. § 1338(a), which grants this Court original and exclusive jurisdiction over all civil actions arising under any Act of Congress relating to patents.

7. This Court has original jurisdiction over the claim asserted in Count III pursuant to 28 U.S.C. § 1338(b), which grants this Court jurisdiction over all civil actions asserting a claim of unfair competition when joined with a substantial and related claim under the patent laws.

8. This Court has original jurisdiction over the claim asserted in Count IV pursuant to 28 U.S.C. § 1331, which grants this Court jurisdiction over all civil actions arising under the laws or Constitution of the United States and pursuant to 28 U.S.C. § 1338(a), which grants this Court original and exclusive jurisdiction over all civil actions arising under any Act of Congress relating to copyrights.

9. This Court has supplemental jurisdiction over all remaining claims pursuant to 28 U.S.C. § 1367(a).

10. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1), in that the defendants reside in this district and pursuant to 28 U.S.C. § 1391(b)(2), in that a substantial part of the events or omissions giving rise to the claims occurred in this district.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

11. Upon information and belief, SDI was formed by defendant Sanders prior to 1991 in order to develop and commercially exploit various advanced technologies.

12. Upon information and belief, SDI began development of "rapid prototyping technology" (hereinafter "RP Technology") prior to 1991. RP Technology incorporates software and hardware in order to create rapid prototyping machines ("RP Machines") that can be used to produce free-standing, three-dimensional solid objects from a model created on a computer aided design ("CAD") system. RP Technology involves the creation of a computerized model utilizing a CAD system; the "slicing" of that computerized model into predetermined thicknesses; the transmittal to the RPM of electronic files containing the "slices;" and, the use of jets to deposit plastic modeling compounds along vectors, or lines, to build the three-dimensional solid object one layer at a time, all based on the CAD design.

13. RP Technology has numerous commercial applications including uses in the design and fabrication of parts and models for the automotive, dental, medical, aerospace, consumer products, electronics and jewelry industries.

14. In or about 1991, Sanders and others applied for patents related to RP Technology, and eventually received two separate patents, U.S. Patent No. 5,506,607 (the “‘607 Patent”) and U.S. Patent No. 5,740,051 (the “‘051 Patent”), issued on April 9, 1996 and April 14, 1998, respectively.

15. In or about February 1994, in order to raise capital from independent investors so that he could continue with the development of the RP Technology, Sanders formed Solidscape (initially known as Sanders Prototype, Inc.) as a separate entity. This arrangement was necessary to satisfy investor concerns that the commercial and economic benefits of the RP Technology be maintained separately from SDI and from Sanders’ other personal and business interests. Sanders remained a substantial shareholder, director and officer of both corporations.

16. The ‘607 Patent and the ‘051 Patent were validly assigned to Solidscape.

17. During the period 1994 through 1998, Solidscape raised capital from various outside investors. In connection with one of the early rounds of financing involving the issuance of stock, Sanders and the investors entered into a shareholders’ agreement which, among other things, granted the investors representation on Solidscape’s Board of Directors and also allowed Sanders to control up to three seats on the Board. Sanders has exercised that right by maintaining seats on the Solidscape Board for himself, Hastbacka and a third individual.

18. At various times from 1994 to date, Sanders and Hastbacka served as officers of both Solidscape and SDI, and at all times during this period they have served as directors of both Solidscape and SDI.

19. In or around 1998, Solidscape attempted to begin the sale of an RP Machine known as the "Model Maker II." The product was not, however, commercially viable at that time and required further research and development.

20. Solidscape's outside investors were unwilling to continue to finance Solidscape's business activities, including the additional research and development needed to complete the design and manufacture of a commercially viable RP Machine unless Sanders took a less active role in Solidscape's business and unless Solidscape and SDI separated their business and financial interests more carefully and completely.

21. Various steps were then taken in order to achieve this separation. Among other things, Solidscape and SDI entered into a License Agreement on or about January 28, 1999, a copy of which is annexed hereto as Exhibit A, and incorporated herein by reference (hereinafter the "License Agreement"). The License Agreement provided that all RP Technology belonged exclusively to Solidscape, but permitted SDI to "perform advanced development for [Solidscape] in the field of RP Products . . . to produce and sell pre-beta level to production level units of RP Products or products that utilize [Solidscape's] RP Technology, and to manufacture and sell products based upon [Solidscape's] RP Technology."

22. SDI's rights to use RP Technology pursuant to the License Agreement were subject to various conditions including, without limitation, the requirement that any new developments made by SDI would be tendered to Solidscape. In this regard, Section 3.1 of the License Agreement provides as follows:

3.1 If SDI shall have developed a Hybrid or RP Product that could be made commercially viable (a "New Product"), SDI shall make available to [Solidscape] an engineering validation model or models or patterns produced from such model, together with associated schematics, drawings, specifications, performance results and similar data to the extent available, with a written

request (the "New Product Notice") that [Solidscape] agree to undertake the commercialization and sale of the New Product based upon the applicable New Technology as it exists on the date of the New Product Notice.

23. The License Agreement also required SDI to pay royalties to Solidscape in accordance with the following provisions:

4.6 SDI shall pay [Solidscape] a royalty of 3% of Net Sales with respect to sales of pre-beta Hybrid Products or RP Products by SDI or its designee or sublicensee.

4.7 Payment of all royalties under this Agreement shall be made quarterly within forty-five (45) days after the end of each quarter with respect to sales or other dispositions made in the immediately previous quarter. Each party shall have the right to set off any and all amounts payable to it by the other party, under this Agreement or otherwise, against any amounts payable by it to the other party under this Agreement.

24. The License Agreement provided that it could be terminated in the following manner:

8.2 In the event that a party to this Agreement is in material breach of its terms and has not both (i) made reasonable progress in curing such breach within ten (10) days of delivery of written notice describing such breach and (ii) cured such breach within thirty (30) days of delivery of such notice, then the non-breaching party, shall, upon ten (10) days written notice to the breaching party, be entitled to terminate this Agreement and in its discretion to pursue its legal remedies for such breach. Notwithstanding the foregoing, any breach based upon the non-payment of money may be cured only by full payment thereof within thirty (30) days of delivery of written notice of demand.

25. SDI has failed and refused to pay at least \$17,135.00 in royalties owed to Solidscape pursuant to Section 4.6 of the License Agreement for the sale of RPM's utilizing Solidscape's patented RP Technology. As of April 2002, these royalties included \$10,835.00 accrued in previous quarters but not paid to Solidscape as well as \$6,300.00 in royalties for two RPM's sold between January 1, 2002, and March 1, 2002.

26. In addition to failing to make royalty payments, SDI has also breached the License Agreement by failing to offer certain commercially viable RP Technology products to Solidscape for commercialization and sale as required by Section 3.1 of the License Agreement.

27. On May 1, 2002, Solidscape notified SDI in writing, pursuant to Section 8.2 of the License Agreement, that SDI was in material breach of the License Agreement for (1) failure to pay royalties pursuant to Section 4 of the License Agreement, (2) failure to offer high speed or bulk jet technology to Solidscape pursuant to Section 3.1 of the License Agreement, (3) failure to offer four-jet technology to Solidscape pursuant to Section 3.1 of the License Agreement, and (4) failure to provide Solidscape with the formulation for the build and support jetting materials used by SDI, as required by Section 3.1 of the License Agreement.

28. SDI did not cure any of these breaches within the cure periods set forth in Section 8.2 of the License Agreement.

29. On May 31, 2002, Solidscape notified SDI in writing, pursuant to Section 8.2 of the License Agreement, that Solidscape was terminating the License Agreement, effective ten (10) days from the date of the letter, based on SDI's breach of Sections 3.1, 4.6, and 4.7 of the License Agreement.

30. Despite the termination of the License Agreement, SDI, with the knowledge, consent and active participation of Sanders and Hastbacka, has continued to develop, market, and sell RP products that incorporate Solidscape's RP Technology, including the patented technology, copyrighted software, trade secrets and proprietary technology which SDI expressly acknowledged in the License Agreement was Solidscape's property. In fact, SDI's Internet website currently advertises an SDI product known as the Rapid ToolMaker System ("RTM")



which the website states is a direct descendant products previously developed, marketed and sold by Solidscape, including the 6 Pro and the MM II.

31. SDI's continued use and exploitation of RP Technology after the termination of the License Agreement constitutes an infringement of the Solidscape Patents, an infringement of Solidscape's copyrights, a misappropriation of trade secrets, and a conversion of Solidscape's other intellectual property.

32. In addition, SDI, with the knowledge, consent, and active participation of Sanders and Hastbacka, has embarked on a campaign to interfere with Solidscape's ability to compete in the rapid prototyping industry by, among other things, making false and disparaging statements to Solidscape's customers and potential customers; making false and disparaging statements in Internet chatrooms used by Solidscape customers and others in the rapid prototyping industry; and, misappropriating confidential business information obtained by Sanders and Hastbacka in their capacity as directors of Solidscape for the benefit of SDI.

#### **SUPPLEMENTAL ALLEGATION**

**(Matters arising after Solidscape filed the original complaint)**

33. *Since the filing of the original complaint in this action, the following facts affecting the causes of action stated in the original complaint have arisen.*

34. *SDI, with the knowledge, consent, and active participation of Sanders and Hastbacka, has developed, marketed, and sold New Products and New Technologies, including without limitation, the "20/20," a "melt on demand" component, a new jet cleaning component, and an RP machine known as the "New Big Foot" which incorporate Solidscape's RP Technology and/or which require SDI to provide to Solidscape a New Product Notice.*



35. *SDI's continued use and exploitation of RP Technology after the termination of the License Agreement constitutes an infringement of Solidscape's Patents, an infringement of Solidscape's copyrights, a misappropriation of trade secrets, and a conversion of Solidscape's intellectual property.*

36. *To the extent the License Agreement remained in effect despite the May 31, 2002 termination letter served by Solidscape, SDI's marketing and sale of these RP Products, including the "20/20" and the "New Big Foot," is in direct violation of the express terms of the License Agreement.*

37. *In addition, both before and after the filing of the original complaint SDI, with the knowledge, consent, and active participation of Sanders and Hastbacka, has refused to allow Solidscape access to New Technologies covered by Section 3.3 of the License Agreement and, in certain cases, SDI demanded additional consideration for access to these New Technologies even though the License Agreement contained no such requirement.*

38. *SDI further breached the express terms of the License Agreement by failing to "keep regular books and records in accordance with generally accepted accounting practices and procedures adequate to verify all reports and payments to be made by [SDI] under this Agreement." Solidscape has repeatedly requested the production of these documents and SDI has stated, under oath, that it does not possess the required books and records.*

39. *On July 19, 2004, Solidscape notified SDI in writing, pursuant to Section 8.2 of the License Agreement, that SDI was in material breach of the License Agreement for (1) failure to provide New Product Notices as required by Section 3.1 of the License Agreement, (2) failure to provide access to New Technologies as required by Section 3.3 of the License Agreement, and (3) failure to maintain books and records in accordance with generally*

*accepted accounting practices and procedures as required by Section 5.2 of the License Agreement. Solidscape provided said notice without prejudice to its right to treat the License Agreement as terminated pursuant to its previous termination notice dated May 31, 2002.*

40. *SDI did not cure any of these breaches within the cure periods set forth in Section 8.2 of the License Agreement.*

41. *On or about August 4, 2004, Solidscape notified SDI in writing, pursuant to Section 8.2 of the License Agreement, that Solidscape was terminating the License Agreement, effective ten (10) days from the date of the letter, based on SDI's breach of Sections 3.1, 3.3 and 5.2 of the License Agreement.*

42. *The License Agreement, therefore, will terminate on or after August 14, 2004 and SDI's continued use and exploitation of RP Technology after this termination date will constitute an infringement of the Solidscape Patents, an infringement of Solidscape's copyrights, a misappropriation of trade secrets, and a conversion of Solidscape's intellectual property.*

**COUNT I - PATENT INFRINGEMENT IN VIOLATION OF 35 U.S.C. § 271**  
**(ALL DEFENDANTS)**

43. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 42 of this Complaint.

44. Solidscape is, and has been at all times relevant hereto, the owner of the Solidscape Patents.

45. The Defendants have been and still are infringing, contributing to the infringement of, and/or inducing the infringement of the Solidscape Patents by making, using, selling, and/or offering for sale RP Technology products that include the patented inventions and that are used to practice the patented processes included in the Solidscape Patents.

46. The Defendants' infringement of the Solidscape Patents has been and continues to be willful, entitling Solidscape to enhanced damages pursuant to 35 U.S.C. § 284 and constitutes an exceptional case entitling Solidscape to attorneys' fees pursuant to 35 U.S.C. § 285.

47. SDI's acts of infringement have caused reparable and irreparable damage to Solidscape and Solidscape will continue to suffer damages unless SDI is enjoined.

**COUNT II - INDUCEMENT OF PATENT INFRINGEMENT IN  
VIOLATION OF 35 U.S.C. § 271(b)  
(SANDERS AND HASTBACKA)**

48. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 47 of this Complaint.

49. Sanders and Hastbacka, as employees and officers of SDI, have knowingly, intentionally and actively induced SDI to infringe the Solidscape Patents. SDI have knowingly, intentionally and actively induced third parties to infringe the Solidscape Patents by selling and attempting to sell products to them which infringe those Patents.

50. *The Supplemental Allegations as set forth herein establish that Sanders and Hastbacka are continuing to knowingly, intentionally, and actively induce SDI and third parties to infringe the Solidscape Patents.*

51. Defendants' inducement of infringement has caused reparable and irreparable damage to Solidscape and Solidscape will continue to suffer damages unless Sanders and Hastbacka are enjoined.

**COUNT III- UNFAIR AND DECEPTIVE ACTS AND  
PRACTICES PROHIBITED BY R.S.A. 358-A  
(ALL DEFENDANTS)**

52. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 51 of this Complaint.

53. The New Hampshire Consumer Protection Act, RSA 358-A:2, states that “[i]t shall be unlawful for any person to use any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce with this state.”

54. The Act specifically identifies that “[d]isparaging the goods, services, or business of another by false or misleading representation of facts” constitutes an unfair method of competition in New Hampshire. The Act also states that “[c]ausing likelihood of confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another” constitutes an unfair method of competition in New Hampshire.

55. SDI and SDI employees have repeatedly made false and disparaging statements to Solidscape’s customers and potential customers, including numerous statements in internet chatrooms used by Solidscape customers and others in the rapid prototyping industry. In addition, SDI has altered the copyright notice on software owned by Solidscape so that the notice now states that the copyright in the software is owned by SDI rather than Solidscape; thus causing a likelihood of confusion or misunderstanding as to the actual owner of the copyrighted software.

56. The Defendants’ conduct constitutes a willful infringement of RSA 358-A:2 and entitles Solidscape to damages including reasonable costs and attorneys’ fees and no less than double and up to treble damages.

**COUNT IV - COPYRIGHT INFRINGEMENT PURSUANT TO 17 U.S.C. § 501**  
**(ALL DEFENDANTS)**

57. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 56 of this Complaint.

58. Solidscape is the owner of certain right, title and interest to software (the “Software”) including, without limitation, copyrights therein, pursuant to the terms of a Purchase

and Sale Agreement executed by Solidscape and POGO International, Inc. on or about August 5, 1996.

59. The copyright in the Software is properly registered to Solidscape with the Registry of Copyright pursuant to 17 U.S.C. § 408 *et seq.*

60. The Defendants have infringed Solidscape's copyright and/or induced the infringement of Solidscape's copyright by altering the Software so that it now reads that the copyright to the Software is owned by SDI rather than Solidscape and then reproducing and distributing the illegally altered Software to SDI's customers.

61. *The Defendants are continuing to infringe Solidscape's copyright and/or induce the infringement of Solidscape's copyright by including the altered software in the "20/20" and the "New Big Foot."*

62. The Defendants' infringement of Solidscape's copyright has been, and continues to be willful, entitling Solidscape to enhanced statutory damages pursuant to 17 U.S.C. § 504(c)(2).

63. The Defendants' acts of infringement have caused reparable and irreparable harm to Solidscape and Solidscape will continue to suffer damages unless the Defendants' conduct is enjoined.

**COUNT V - BREACH OF FIDUCIARY DUTIES**  
**(SANDERS AND HASTBACKA)**

64. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 63 of this Complaint.

65. At all relevant times, Sanders and Hastbacka have been and continue to be members of Solidscape's Board of Directors.

66. In their capacity as Solidscape directors, Sanders and Hastbacka owe a fiduciary duty to Solidscape and its shareholders to at all times act in Solidscape's best interests.

67. Sanders and Hastbacka breached said duties by, among other things, inducing SDI to infringe Solidscape's patents and copyrights, encouraging and/or participating in making false and disparaging statements about Solidscape and/or Solidscape products, and disclosing confidential and proprietary information to SDI that they gained in their capacity as members of Solidscape's Board of Directors.

68. *The Supplemental Allegations as set forth herein establish that Sanders and Hastbacka are continuing to breach said duties by continuing to disclose confidential and proprietary information to SDI that they gained in their capacity as members of Solidscape's Board of Directors.*

69. Sanders' and Hastbacka's breach has caused reparable and irreparable damage to Solidscape and Solidscape will continue to suffer damages unless Sanders and Hastbacka are enjoined.

**COUNT VI - MISAPPROPRIATION OF TRADE SECRETS**  
**PURSUANT TO RSA 350-B**  
**(ALL DEFENDANTS)**

70. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 69 of this Complaint.

71. The License Agreement explicitly provides that Solidscape is the owner of all RP Technology which the License Agreement broadly defines to include:

[T]he know-how, now owned or possessed, engineering information and procedures and component information, all apparatus, prototypes, equipment and parts embodying any of the above, including memoranda, reports, manuals, descriptions, specifications, drawings, schematics, software (including without

limitation source and object codes), notebooks, printed circuit patterns, parts lists, patent applications and patentable information, invention records and disclosures, drawings (including layout and assembly drawings), renderings, schedules, financial records, work records, time records, flow charts, computer programs, photographs, computer print-outs, listings, tapes, disks, diskettes, chips, contacts, patterns, inspection procedures and test procedures relating to rapid prototype and rapid pattern making systems developed, conceived or funded by SPI as of the date hereof including U.S. Patent No. 5,506,607 and 5,760,051 and U.S. Patent Application Serial No. 09/058051, entitled "A Method of Fabricating a Split Mold and a Mold when so Formed," filed April 8, 1998.

See License Agreement Definitions pp. 2-3.

72. The License further defines RP Technology:

[A]ny and all know how and technology developed in connection with the ModelMaker™ Model MM-2 . . . shall be deemed SPI Technology and such know how and technology shall be the exclusive property of SPI.

Id.

73. Solidscape's RP Technology constitutes a trade secret as that term is defined in N.H. R.S.A. 350-B:1, IV in that (1) Solidscape derives independent economic value from RP Technology because it is not generally known to, and is not readily ascertainable by, other persons who can obtain economic value from the disclosure or use of RP Technology; and (2) Solidscape has made reasonable efforts to maintain the secrecy of RP Technology.

74. SDI, with the knowledge, consent and active participation of Sanders and Hastbacka, has disclosed and/or made use of RP Technology after the termination of the License Agreement without Solidscape's consent.

75. *The Supplemental Allegations as set forth herein establish that SDI, with the knowledge, consent, and active participation of Sanders and Hastbacka, are continuing to*



*disclose and/or make use of RP Technology after the termination of the License Agreement without Solidscape's consent.*

76. The Defendants' conduct constitutes a willful and malicious misappropriation of trade secrets pursuant to N.H. R.S.A. 350-B entitling Solidscape to damages, including monetary damages, exemplary damages, attorneys' fees, and injunctive relief.

**COUNT VII - BREACH OF CONFIDENTIAL RELATIONSHIP**  
**(SANDERS AND HASTBACKA)**

77. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 76 of this Complaint.

78. Sanders and Hastbacka owe common law and statutory duties to Solidscape to avoid making use of information acquired in their capacity as employees, officers, and/or directors of Solidscape in a manner that is harmful to Solidscape.

79. Sanders and Hastbacka have breached the confidential relationship by, among other things, using Solidscape's proprietary information for their own benefit and for the benefit of SDI, and by directly competing and encouraging others at SDI to directly compete with Solidscape.

80. As but one example, when Solidscape sought to raise additional capital by selling stock to another company, Sanders wrote a letter to that company offering to sell his personal stock to the company at a lower price, thus using information obtained in a fiduciary capacity for his own benefit.

81. As another example, in order to compete with Solidscape in the sale of RP Machines and RP Technology, officers and/or employees of SDI (who are believed to have acted with the knowledge and encouragement of Sanders and Hastbacka) have contacted Solidscape's customers and potential customers and made false and misleading statements to them concerning

the quality and availability of Solidscape's products and of SDI's products, thereby creating confusion in the marketplace to the detriment of Solidscape. Similar false and misleading statements have also been published by SDI officers and/or employees in Internet "chat rooms."

82. *The Supplemental Allegations as set forth herein establish that Sanders and Hastbacka are continuing use Solidscape's proprietary information for their own benefit and for the benefit of SDI, and by directly competing and encouraging others at SDI to directly compete with Solidscape.*

83. Sanders' and Hastbacka's breach of the confidential relationship has caused reparable and irreparable damage to Solidscape and Solidscape will continue to suffer damages unless Sanders and Hastbacka are enjoined.

**COUNT VIII - BREACH OF CONTRACT**  
**(SDI)**

84. Solidscape realleges and incorporates herein by reference the allegations of paragraph 1 through 83 of this Complaint.

85. Pursuant to the terms of the License Agreement, SDI had a contractual duty to, among other things, make timely payments of royalties within forty-five (45) days of the end of each quarter and to offer new products that incorporate RP Technology to Solidscape for commercialization and sale.

86. SDI breached said duties by failing to make royalty payments in a timely manner as required by the License Agreement and by failing to offer commercially viable products to Solidscape for commercialization and sale.

87. *The Supplemental Allegations as set forth herein establish that SDI also breached the License Agreement (to the extent it remained operable) by failing to offer New Products including various components and also including the "20/20" and the "New Big*

*Foot” to Solidscape for commercialization and sale, by failing to allow Solidscape access to New Technologies as required by Section 3.3 of the License Agreement, and by failing to keep books and records in accordance with generally accepted accounting practices and procedures as required by Section 5.2 of the License Agreement.*

88. SDI’s breach has caused reparable and irreparable damage to Solidscape and Solidscape will continue to suffer damages unless Sanders and Hastbacka are enjoined.

**WHEREFORE**, Solidscape respectfully requests that this Honorable Court enter judgment, as follows:

A. A permanent injunction against the Defendants’ continued infringement, inducing of infringement, and contributing to the infringement of Solidscape’s intellectual property, including without limitation, patented technology, copyrighted software, trade secrets, and confidential proprietary information;

B. An award of damages to compensate Solidscape for the Defendants’ infringement of Solidscape’s intellectual property rights, including prejudgment and post-judgment interest, along with enhanced damages and attorneys’ fees pursuant to 35 U.S.C. §§ 284 and 285;

C. An award of up to treble damages, reasonable costs, and attorneys’ fees for the Defendants’ unfair and deceptive trade practices pursuant to RSA 358-A;

D. An award of damages for SDI’s breach of the License Agreement and misappropriation of trade secrets;

E. An award of damages for Sanders’ and Hastbacka’s breach of fiduciary duties, misappropriation of trade secrets, and breach of confidential relationship; and

F. Granting such other and further relief as may be just and equitable.

Respectfully submitted,

**SOLIDSCAPE, INC.**

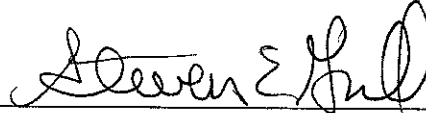
By its Attorneys,

**DEVINE, MILLIMET & BRANCH,  
PROFESSIONAL ASSOCIATION**

Dated:

August 10 2004

By:



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