

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JUDGE GETTLEMAN

MAGISTRATE JUDGE ASHMAN

SALTON, INC.,
a Delaware Corporation,

Plaintiff,

v.

SENSIO INC., a Canadian Corporation;
DANNY LAVY, an individual;
JOHN DOE 1, distributor;
JOHN DOE 2, officer or director of John Doe 1;
and JOHN DOE 3, active participant
of alleged infringement.

Defendants.

04C 5093

No.

JURY TRIAL DEMANDED

Judge:
Magistrate Judge:

DOCKETED
AUG 03 2004

FILED-ED4
AUG 2 2004
U.S. DISTRICT COURT
CLERK

COMPLAINT

This is a Complaint by Plaintiff Salton, Inc. ("Salton") against Sensio Inc. ("Sensio"), Danny Lavy ("Lavy"), and John Does 1-3 (collectively referred to as "Defendants") for patent infringement, trade dress infringement, and unfair competition. Salton alleges as follows:

PARTIES

1. Plaintiff Salton, Inc. is a Delaware corporation with its principal place of business in Lake Forest, Illinois.
2. Salton is a leading United States designer, marketer and distributor of a broad range of branded, high quality small kitchen appliances under well-recognized brand names, including George Foreman™, Toastmaster®, Juiceman®, Farberware®, Santa Fe™, and Melitta®. Salton sells its products in interstate commerce.
3. In 1998, Salton hired a third party design firm, Intellection, to assist Salton in designing and developing products with a southwestern and/or Mexican flair, such as a

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quesadilla maker. Pursuant to this relationship, Intellection developed a unique “look and feel” or trade dress for these products, and assigned any rights in the resulting intellectual property to Salton. (Exhibit A).

4. Salton asked Tsann Kuenn to manufacture the products. As part of that work, inventions were developed by Tsann Kuenn. In particular, Tsann Kuenn USA, Inc. is the owner of U.S. Patent No. D436,797 (“the ‘797 Patent”) (Exhibit B), and U.S. Patent No. 6,268,592 (“the ‘592 Patent”) (Exhibit C). The ‘797 Patent and ‘592 Patent are collectively referred to as “the Patents in Suit.”

5. Salton is the exclusive licensee of the Patents in Suit, and has the right to bring actions against third parties for infringement of the Patents in Suit. (Exhibit D).

6. After significant time, cost and efforts to develop this unique look and feel for its southwestern/Mexican line of kitchen appliances, Salton began marketing and selling a line of kitchen appliances under the trademark “SANTA FE™.”

7. In particular, since at least as early as 2000, Salton has been marketing and distributing an electric grill/skillet with a built-in warming section (Salton Model No. WG2SFR) (referred to as “the Salton Fajita Grill”), and continues to market and distribute this popular product in interstate commerce under the “SANTA FE™” trademark. The Salton Fajita Grill is covered by one or more claims of each of the Patents in Suit. (Attached as Exhibit E are advertisements displaying the Salton Fajita Grill.)

8. Also since at least as early as 2000, Salton has been marketing and distributing an electric quesadilla maker (Salton Model No. QM2SFR) (referred to as “the Salton Quesadilla Maker”), and continues to market and distribute this popular product in interstate commerce under the “SANTA FE™” trademark. (Attached as Exhibit F are advertisements displaying the

Salton Quesadilla Maker.)

9. The SANTA FE™ products have numerous design commonalities creating a unique and distinctive trade dress. Among other things, the SANTA FE™ products include at least the following features: (1) the name of a southwestern city made up of two Spanish words (“SANTA FE”), (2) the use of bright red as the dominant color for the kitchen appliances, and (3) the use of a chili pepper and vine design on each of the appliances in the line of products.

10. In addition to the foregoing common design features of the SANTA FE™ products, the SANTA FE™ products include a distinctive exterior and interior shape and design. In particular, the SANTA FE™ products were designed to have a unique stocky structure with rounded edges and corners to give a round, inflated or bulbous appearance. In accordance with this stocky structure, the sharp edges typically seen on similar kitchen appliances were avoided.

11. Salton sells the SANTA FE™ products to mass merchandisers including Kohl’s, Linens ‘n Things, J.C. Penney Company, and Target.

12. Salton has spent substantial time, money and effort in advertising, promoting and marketing the SANTA FE™ products and its distinctive trade dress. Examples of some recent advertisements are attached at Exhibit E. As a result of such expenditures of time, money and effort, Salton has achieved substantial sales in the SANTA FE™ products over at least the last four years, and has acquired valuable good will in the trade dress of the SANTA FE™ products. This trade dress has acquired secondary meaning in the minds of consumers. Thus, the public recognizes the SANTA FE™ products and distinguishes it from the products of others based on the distinctive product configuration and color scheme of the SANTA FE™ products.

13. Salton is informed and believes, and on that basis alleges, that Defendant Sensio Inc. (“Sensio”) is a Canadian Corporation with a principal place of business in Montreal, Canada,

and is a division or subsidiary of the Elite Group Inc., a Canadian Corporation.

14. Salton is informed and believes, and on that basis alleges, that Sensio sells, imports and/or distributes in interstate commerce throughout the United States, a fajita grill (“Sensio Fajita Grill”) and quesadilla maker (“Sensio Quesadilla Maker”) under the name El Paso Chile Co. (collectively, “the EL PASO Products”), and in particular, that the Sensio Products are sold to Linens ‘n Things and J.C. Penney stores throughout the United States.

15. Salton is informed and believes, and on that basis alleges, Defendant Lavy resides in the province of Quebec, Canada, and is an officer of Defendant Sensio and Elite Group Inc. and has been knowingly and personally involved in Defendant Sensio’s sales, importation and distribution of the EL PASO products.

16. Salton is informed and believes, and on that basis alleges, that Defendant John Doe 1 is a corporation that distributes in the United States the EL PASO products.

17. Salton is informed and believes, and on that basis alleges, Defendant John Doe 2 is an officer or director of Defendant John Doe 1 corporation, and has been knowingly and personally involved in Defendant John Doe 1’s distribution of the EL PASO products.

18. Salton is informed and believes, and on that basis alleges, Defendant John Doe 3 is a person or corporation which has actively aided and abetted in the activities of Defendants Sensio and Lavy, by among other things, authorizing the sale, importation and/or distribution of the EL PASO products and controlling the quality of such EL PASO products.

19. Despite the fact that fajita grills and quesadilla makers can be manufactured employing an almost unlimited number of distinct design configurations and colors, Defendants adopted the same general design and color scheme as Salton for their fajita grill, giving the EL PASO products the same “look and feel” as the SANTA FE™ products. Defendants are thus

palming off the EL PASO products as SANTA FE™ products. Sensio has purposely adopted a trade dress (including the use of a southwestern city, i.e. EL PASO, having two Spanish words in the name), which features the same eye-catching design elements to create the same visual impression, look and feel as the SANTA FE™ trade dress, knowing that the public would mistake the EL PASO products for those of Salton, thereby unfairly diverting sales from Salton.

JURISDICTION AND VENUE

20. This is an action for patent infringement, arising under the patent laws of the United States, Title 35 of the United States Code (“U.S.C.”), §§1, *et seq.*, and an action for trade dress infringement, arising under the trademark laws of the United States, Title 15 of the U.S.C., §§1, *et seq.* This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331, 1338(a), and 1367(a).

21. This Court has personal jurisdiction over Defendants by virtue of one or more section of the Illinois Code of Civil Procedure §§ 5/2-209(a)(1), (a)(2), (b)(4) and (c), in that each of the Defendants, with respect to the present Complaint, have transacted business in the State of Illinois, have engaged in tortious acts within this State, and/or have had contacts with this State commensurate with the United States and/or Illinois Constitutions so as to submit itself to the jurisdiction and accordingly may be served with process pursuant to Rule 4(h)(1) Fed. R. Civ. P.

22. Venue is proper in this Judicial District under 28 U.S.C. §§1391(b), 1391(c), 1391(d), and 1400(b). Defendants have transacted business and committed acts of patent and trade dress infringement in this district, this action arises from such business and infringement, and Sensio resides in this judicial district as it is a corporation that is, at the time this action is

commenced, subject to personal jurisdiction in this judicial district, and Defendant Lavy is an alien.

**FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS
INFRINGEMENT OF U.S. PATENT NO. D436,797**

23. Salton realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint, as though fully set forth herein.

24. U.S. Patent No. D436,797 (“the ‘797 Patent”), entitled “TORTILLA WARMER OUTFITTED ELECTRIC TABLETOP GRILL PLATE APPLIANCE,” was granted by the United States Patent and Trademark Office on January 30, 2001. A true and correct copy of the ‘797 Patent is attached hereto as Exhibit B.

25. Sensio and John Doe 1 have infringed, and continue to infringe, the ‘797 Patent by making, using, selling, offering for sale and/or importing into the United States products, devices and/or methods covered by the single claim of the ‘797 Patent, by otherwise contributing to such infringement, or by actively inducing and encouraging others to infringe the ‘797 Patent, and such infringement has been willful.

26. John Doe 2 and Lavy have infringed, and continue to infringe, the ‘797 Patent by actively inducing and encouraging others to make, use, sell, offer for sale and/or import into the United States products, devices and/or methods covered by one or more claims of the ‘797 Patent, and such active inducement has been willful.

27. Salton has no adequate remedy at law. Defendants will continue to infringe the ‘797 Patent unless enjoined by this Court. Defendants have caused, are causing and, unless enjoined and restrained by this Court, will continue to cause, Salton irreparable loss and injury which cannot be adequately measured or compensated.

28. As a result of Defendants' infringement of the '797 Patent, Salton has been and continues to be damaged in an amount not yet determined but to be proven at trial.

**SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS
INFRINGEMENT OF U.S. PATENT NO. 6,268,592**

29. Salton realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint, as though fully set forth herein.

30. U.S. Patent No. 6,268,592 ("the '592 Patent"), entitled "ELECTRIC GRILL PLATE APPLIANCE FOR TORTILLA CUISINE," was granted by the United States Patent and Trademark Office on July 31, 2001. A true and correct copy of the '592 Patent is attached hereto as Exhibit C.

31. Sensio and John Doe 1 have infringed, and continue to infringe, the '592 Patent by making, using, selling, offering for sale and/or importing into the United States products, devices and/or methods covered by one or more claims of the '592 Patent, by otherwise contributing to such infringement, or by actively inducing and encouraging others to infringe the '592 Patent, and such infringement has been willful.

32. John Doe 2 and Lavy have infringed, and continue to infringe, the '592 Patent by actively inducing and encouraging others to make, use, sell, offer for sale and/or import into the United States products, devices and/or methods covered by one or more claims of the '592 Patent, and such active inducement to infringe has been willful.

33. Salton has no adequate remedy at law. Defendants will continue to infringe the '592 Patent unless enjoined by this Court. Defendants have caused, are causing and, unless enjoined and restrained by this Court, will continue to cause, Salton irreparable loss and injury which cannot be adequately measured or compensated.

34. As a result of Defendants' infringement of the '592 Patent, Salton has been and continues to be damaged in an amount not yet determined but to be proven at trial.

**THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS
TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. §§ 1051-1127**

35. Salton realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint, as though fully set forth herein.

36. Defendants' aforesaid actions constitute trade dress infringement in that they are likely to cause confusion, mistake and deception as to the affiliation, connection, or association of Sensio with Salton, and as to the origin, sponsorship, or approval of Sensio's infringing fajita grill product and/or quesadilla product by Salton, all in violation of 15 U.S.C. § 1125(a).

37. Defendants' have engaged in the aforesaid unlawful acts with full knowledge of Salton's superior trade dress rights and with the deliberate and express intent of trading off the good will and reputation that Salton has developed in the SANTA FE™ Products.

38. Defendants' unlawful actions have caused Salton to suffer irreparable damage, have resulted in unjust enrichment to Defendants, and have caused and will continue to cause, unless enjoined by this Court, substantial and irreparable harm to Salton for which it has no adequate remedy at law.

**FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS
UNFAIR COMPETITION UNDER 815 ILCS 505/1 ET SEQ.,
815 ILCS 510/1 ET SEQ., AND THE COMMON LAW OF ILLINOIS**

39. Salton realleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint, as though fully set forth herein.

40. Defendants' aforesaid actions constitute unfair methods of competition and unfair or deceptive acts or practices and create a likelihood of confusion or misunderstanding in the

public's mind as to the parties' goods, all in violation of 815 ILCS 505/1 *et seq.*, 815 ILCS 510/1 *et seq.*, and the common law of Illinois.

41. Defendants have engaged in the aforesaid unlawful acts with full knowledge of Salton's superior rights and with the deliberate and express intent of trading off the good will and reputation that Salton has developed in the SANTA FE™ products.

42. Defendants' unlawful actions have caused Salton to suffer irreparable damage, have resulted in unjust enrichment to Defendants, and have caused and will continue to cause, unless enjoined by this Court, substantial and irreparable harm to Salton for which it has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Salton, Inc. prays for judgment against Defendants as follows:

- A. For a judgment declaring that Defendants have infringed U.S. Patent Nos. D436,797 and 6,268,592;
- B. For a judgment declaring that Defendants' infringement of U.S. Patent Nos. D436,797 and 6,268,592 was willful;
- C. For a judgment declaring the U.S. Patent Nos. D436,797 and 6,268,592 are not invalid and are enforceable against Defendants;
- D. For damages, defendants' profits and/or lost profits resulting from Defendants' infringement of U.S. Patent Nos. D436,797, and interest thereon;
- E. For damages and lost profits resulting from Defendants' infringement of U.S. Patent No. 6,268,592, and interest thereon;
- F. For a judgment declaring that Defendants have infringed Salton's trade dress rights;

- G. For a judgment declaring that Defendants' infringement of Salton's trade dress rights was willful and intentional;
- H. For damages and lost profits resulting from Defendants' infringement of Salton's trade dress rights, and interest thereon;
- I. For trebling of damages for willful and deliberate infringement;
- J. For a temporary restraining order, preliminary injunction, and permanent injunction enjoining Defendants, their officers, directors, shareholders, agents, servants, employees, attorneys, subsidiaries, parent corporations, and all other entities and/or persons acting in concert with or on behalf of any of the foregoing, from the following:

1. Directly or indirectly making or causing to be made, offering to sell, selling or causing to be sold, importing, fulfilling orders for, using or causing to be used, displaying or causing to be displayed at a conference, trade show, or retail store, on the internet, or in any other publication, advertisement or marketing medium, any article, product or device embodying or method practicing any of the claims of U.S. Patent Nos. D436,797 and 6,268,592;
2. Directly or indirectly printing, distributing, posting, or displaying on the internet or television, or causing to be printed, distributed or posted, any printed material or computer readable material, including, without limitation, advertisements, marketing materials, or packaging for any article, product or device embodying or method practicing any of the claims of U.S. Patent Nos. D436,797 and 6,268,592;

3. Directly or indirectly making or causing to be made, offering to sell, selling or causing to be sold, importing, fulfilling orders for, using or causing to be used, displaying or causing to be displayed at a conference, trade show, or retail store, on the internet, or in any other publication, advertisement or marketing medium, any article, product or device which has a trade dress or product configuration which is likely to cause confusion, mistake or deception as to the affiliation, connection, or association of Sensio with Salton, or as to the origin, sponsorship, or approval of Sensio's infringing fajita grill product and/or quesadilla product by Salton, in violation of 15 U.S.C. § 1125(a);
 4. Directly or indirectly printing, distributing, posting, or displaying on the internet or television, or causing to be printed, distributed or posted, any printed material or computer readable material, including, without limitation, advertisements, marketing materials, or packaging for any article, product or device which has a trade dress or product configuration which is likely to cause confusion, mistake or deception as to the affiliation, connection, or association of Sensio with Salton, or as to the origin, sponsorship, or approval of Sensio's infringing fajita grill product and/or quesadilla product by Salton, in violation of 15 U.S.C. § 1125(a).
- K. For an assessment of prejudgment interest on damages;
- L. For a declaration that this is an exceptional case under 35 U.S.C. § 285;
- M. For an award of attorneys' fees and costs in this action; and
- N. For any and all other relief which this Court deems just and equitable to remedy the

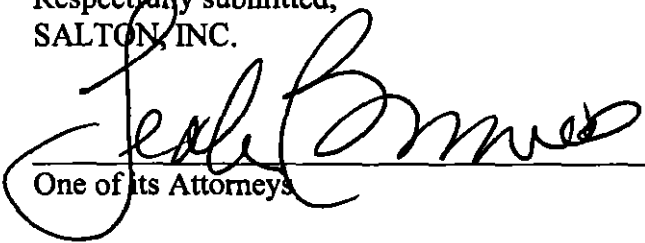
injuries caused by Defendants' unlawful conduct.

DEMAND FOR TRIAL BY JURY

Salton, Inc. hereby demands trial by jury of all issues that are so triable.

Respectfully submitted,
SALTON, INC.

BY:


One of its Attorneys

James A. Klenk (ARDC No. 1482599)
Jordan A. Sigale (ARDC No. 6210047)
Leah R. Bruno (ARDC No. 6269469)
Sonnenschein Nath & Rosenthal LLP
8000 Sears Tower
Chicago, IL 60606
312-876-8000

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AGREEMENT

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Quesadilla Maker

AGREEMENT made effective this ___ day of December, 1998, by and between Salton/Maxim Housewares, Inc., a Delaware corporation with a principal place of business located at 550 Business Center Drive, Mt. Prospect, Illinois 60056 ("Salton/Maxim") and Intellection, Ltd., a corporation of the State of _____ with a principal place of business located at 716 Woodland Hills Road, Batavia, Illinois 60510 ("Intellection").

WHEREAS, Intellection has developed a domestic electric consumer product identified by the parties as a "quesadilla grill" ("the Product"); and

WHEREAS, Intellection has represented itself to be the sole owner of all right, title and interest in and to the Product and all proprietary rights thereto; and

WHEREAS, the parties intend by this agreement to transfer all right, title and interest in and to the Product from Intellection to Salton/Maxim:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Rights.

Intellection hereby assigns, grants, sets over and transfers to Salton/Maxim Intellection's entire right, title and interest in and to the Product and all proprietary rights pertaining thereto, domestic and foreign, including but not limited to all patent, trademark, trade dress, product configuration, copyright, trade secret and other proprietary rights ("Property Rights"), including the right to sue for all past, present and future infringements thereof.

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6/19 # 66416 4480
5/1 # 65195 4480

2. Development of Product.

The parties acknowledge that Intellection has developed the Product in accordance with a development schedule which has resulted in the creation and completion of a working prototype of the Product and a set of engineering drawings for the Product and that Salton/Maxim has paid to Intellection the sum of ~~12,200~~ in full and complete payment for the development of the Product and in full and complete payment for the exclusive world-wide right to manufacture, have manufactured and market the Product.

3. Formal Protection of Property Rights.

As part of the rights granted hereunder, Intellection hereby grants to Salton/Maxim the exclusive right to apply for and prosecute applications for Letters Patent throughout the world with respect to the Product. All decisions to seek, prosecute and perfect patent protection in any country shall be at the sole discretion of Salton/Maxim, and Salton/Maxim shall pursue such protection at its own cost and expense. Intellection hereby agrees to cooperate fully and completely with Salton/Maxim in obtaining such protection including, but not limited to, executing any and all documents required to obtain such protection, providing information, testimony, exhibits and other information deemed necessary or useful by Salton/Maxim in pursuing such protection.

4. Warranties and Obligations.

- (a) Intellection warrants and represents that the inventors of the utility and ornamental appearance aspects of the Product are Michael W. Boehm and Robert W. Johnson ("Inventors"), that both inventors are full-time employees of

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- Intellection and were full-time employees of Intellection at the time the inventions embodied in the Product were conceived, developed and reduced to practice, and that there are no other persons, whether employees of Intellection or otherwise, that contributed any inventive effort to any aspect of the Product.
- (b) Intellection further warrants and represents that it is the owner of the entire right, title and interest in and to the Product and all proprietary rights thereto; that it has the right and power to grant the rights granted herein; that neither Intellection nor either of the Inventors have entered into any other agreement with any other party inconsistent with the intention of the parties hereto to transfer all rights to the Product to Salton/Maxim; and that Intellection knows of no prior art that would invalidate or significantly limit Salton/Maxim's ability to obtain proprietary rights to the Product.
- (c) Intellection further represents and warrants that it is aware of Salton/Maxim's contemplated use of the Product as a domestic electric food preparation appliance, and that such contemplated use does not infringe any valid rights of any third party, and that there are no actions for infringement against Intellection with respect to the Product or any product similar thereto.
- (d) Salton/Maxim shall be solely responsible for the manufacture, production, sale and distribution of the Product and will bear all costs associated therewith.
- (e) Intellection shall immediately notify Salton/Maxim should Intellection develop any improvement to the Product, and shall assign all right, title and interest in and to such improvement to Salton/Maxim under the same terms set forth herein with respect to the Product.

5. Compensation.

- (a) In consideration for the rights granted hereunder, Salton/Maxim agrees to pay to Intellection a royalty of two percent (2%) based upon Salton/Maxim's net sales of Product. One royalty only shall be paid hereunder for each Product whether or not any Product is covered by more than one claim of any patent, whether foreign or domestic, or embodies any Improvement thereto.
- (b) Royalties owed Intellection shall be calculated on a quarterly calendar basis, beginning with the months of January, April, July, and October, and shall be payable no later than 30 days after termination of the preceding full royalty period, except that the first and last royalty periods may be less than full calendar quarters because the first royalty period commences with the effective date of this agreement, and the last royalty period ends with the termination of this agreement.
- (c) With each royalty payment, Salton/Maxim shall provide Intellection with a written royalty statement including a description and quantity of Product sold, invoice amounts, discounts, allowances, returns and other adjustments to net sales.
- (d) "Net sales" shall mean Salton/Maxim's gross sales, that is, the gross invoice amount billed to customers of Salton/Maxim for Product sold, less any excise taxes, discounts, and allowances actually shown in invoices, and less any actual returns of Product. A Product shall be considered "sold" when such Product is shipped.
- (e) All payments due to Intellection based upon sales in countries outside the United States shall accrue in the currency of the country in which the sales are made. Salton/Maxim shall use its best efforts to obtain U.S. dollar transfers

with respect to such royalties. However, any and all loss due to changes in exchange value, taxes or other expenses incurred in the transfer or conversion of foreign currency into U.S. dollars and any income remittance or other taxes on such royalties required to be withheld in any country shall be deducted from the net sales of the Product prior to calculating the royalty due thereon. In the event that any currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to Intellection or Intellection's nominee, no royalty payment shall accrue or be due and payable by Salton Maxim with respect to such sales for as long as such restrictions prevail.

6. Right to Terminate Upon Notice.

Either party may terminate this agreement upon thirty days written notice to the other party that a material breach of the agreement or any provision of this agreement has occurred, provided that, during the 30 day period, the breaching party fails to cure such breach.

7. Indemnification.

- (a) Intellection hereby agrees to defend, indemnify and hold Salton/Maxim, its officers, directors, agents, sub-licensees, employees and customers, harmless against all costs, expenses and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Salton/Maxim based upon a breach by Intellection of any representation and warrant made in this agreement, including but not limited to claims by a third party that the manufacture, use or sale of the Product infringes any rights claimed by such third party.
- (b) Intellection further agrees to defend, indemnify and hold harmless licensee and its officers, directors, sublicensees, employees and customers against all claims made for injury or damage resulting from defects in Intellection's design of the mechanical aspects of the Product, whether or not any such aspects are protected under any issued patent.
- (c) Salton/Maxim agrees to defend, indemnify and hold harmless Intellection and its officers, directors, agents and employees against all costs, expenses and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Intellection based upon the manufacture or sale of the Product including, but not limited to, actions claiming injury or damage arising from manufacturing defects in the Product.

8. Notices.

Any notice required to be given pursuant to this agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service to the following persons and addresses:

Notices to Salton/Maxim

Salton/Maxim Housewares, Inc.
550 Business Center Drive
Mt. Prospect, IL 60056
Attn: Mr. Leon Dreimann

and

Jerry A. Schulman
Terrace Executive Center, Court C
1 S 376 Summit Avenue

Oakbrook Terracc, IL 60181

Notices to Intellection

Intellection, Ltd.
716 Woodland Hills Road
Batavia, IL 60510
Attn: Michael W. Boehm

Any changes to the foregoing addresses for notice shall be made in writing.

9. Jurisdiction.

This agreement shall be governed by the laws of the State of Illinois. All disputes hereunder shall be resolved in the applicable State or Federal Court of the State of Illinois. The parties hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

10. Agreement Binding on Successors.

This agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

11. Severability.

Should any provision hereunder be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provisions shall be deemed to be severed from the agreement, and the agreement shall be enforced and interpreted as if said provision had not been included. No waiver by either party of any default under this agreement shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this agreement.

12. Entire Agreement

This agreement constitutes the entire understanding of the parties and revokes and supersedes all prior agreements between the parties and is intended to be a final expression of the parties' agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this agreement.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have each caused to be affixed hereto their signatures effective the date first written above.

Salton/Maxim Housewares, Inc.

Intellection, Ltd.

By: _____
Leon Dreimann, President

By: _____
Michael W. Boehm
Title: _____

FROM : INTELLECTION LTD.
Jan 04 99 12:52a

FAX NO. : 630 717 2612
Jerry M. Schulman

Jan 04 1999 09:42AM P2
630 627 2146

AGREEMENT

AGREEMENT made effective this ___ day of December, 1999, by and between Salton/Maxim Housewares, Inc., a Delaware corporation with a principal place of business located at 550 Business Center Drive, Mt. Prospect, Illinois 60056 ("Salton/Maxim") and Intellection, Ltd., a corporation of the State of Illinois with a principal place of business located at 716 Woodland Hills Road, Batavia, Illinois 60010 ("Intellection").

WHEREAS, Intellection has developed a domestic electric grill or product identified by the parties as a "quesadilla grill" ("the Product"); and

WHEREAS, Intellection has represented itself to be the owner of all right, title and interest in and to the Product and all proprietary rights therein;

WHEREAS, the parties intend by this agreement to transfer all right, title and interest in and to the Product from Intellection to Salton/Maxim;

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Right.

Intellection hereby assigns, grants, conveys and transfers to Salton/Maxim Intellection's entire right, title and interest in and to the Product and all proprietary rights pertaining thereto, domestic and foreign, including but not limited to all patent, trademark, trade dress, product configuration, copyright, trade secret and other proprietary rights ("Property Rights"), including the right to sue for all past, present and future infringements thereof.

2. Development of Product.

The parties acknowledge that Intellection has developed the Product in accordance with a development schedule which has resulted in the creation and completion of a working prototype of the Product and a set of engineering drawings for the Product and that Salton/Maxim has paid to Intellection the sum of \$12,200 in full and complete payment for the development of the Product and in full and complete payment for the exclusive world-wide right to manufacture, have manufactured and market the Product.

3. Formal Protection of Property Rights.

As part of the rights granted hereunder, Intellection hereby grants to Salton/Maxim the exclusive right to apply for and prosecute applications for Letters Patent throughout the world with respect to the Product. All decisions to seek, prosecute and perfect patent protection in any country shall be at the sole discretion of Salton/Maxim. Salton/Maxim shall pursue such protection at its own cost and expense. Intellection hereby agrees to cooperate fully and completely with Salton/Maxim in obtaining such protection including, but not limited to, executing any and all documents required to obtain such protection, providing information, testimony, exhibits and other information deemed necessary in order for Salton/Maxim in pursuing such protection.

4. Warranties and Obligations.

(a) Intellection warrants and represents that the inventorship, utility and ornamental appearance aspects of the Product are the work of Michael W. Boehm and Robert W. Johnson ("Inventors"), that both Inventors are full-time employees of

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FROM : INTELLECTION LTD.
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FAX NO. : 630 627 2145
Jerry R. Schulmer

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- (c) Intellection and were full-time employees of Intellection at the time the inventions embodied in the Product were conceived, developed and reduced to practice, and that there are no other persons, whether employees of Intellection or otherwise, that contributed any inventive effort in any aspect of the Product.
- (c) Intellection further warrants and represents that it is the owner of the entire right, title and interest in and to the Product and all proprietary rights thereto; that it has the right and power to grant the rights and interests therein; that neither Intellection nor either of the Inventors have entered into any other agreement with any other party inconsistent with the intention of the parties hereto to transfer all rights to the Product to Salton/Maxim; and that Intellection knows of no prior art that would invalidate or significantly diminish Salton/Maxim's ability to obtain proprietary rights to the Product.
- (c) Intellection further represents and warrants that it is not aware of Salton/Maxim's contemplated use of the Product as a domestic electric range or preparation appliance, and that such contemplated use does not infringe any valid rights of any third party, and that there are no actions or proceedings against Intellection with respect to the Product or any product similar thereto.
- (d) Salton/Maxim shall be solely responsible for the manufacture, production, sale and distribution of the Product and will bear all expenses incurred therewith.
- (e) Intellection shall immediately notify Salton/Maxim should Intellection develop any improvement to the Product, and shall assign all rights, title and interest in and to such improvement to Salton/Maxim under the same terms set forth herein with respect to the Product.

3. Compensation.

- (a) In consideration for the rights granted hereunder, Salton/Maxim agrees to pay to Intellection a royalty of two percent (2%) of Salton/Maxim's net sales of Product. One royalty only shall be payable for each Product whether or not any Product is covered by more than one claim of any patent, whether foreign or domestic, or embodies any improvement or invention.
- (b) Royalties owed Intellection shall be calculated on a quarterly basis beginning with the months of January, April, July, and October, and shall be payable no later than 20 days after termination of the preceding full royalty period, except that the first and last royalty periods may be less than full calendar quarters because the first royalty period commences with the effective date of this agreement, and the last royalty period ends with the termination of this agreement.
- (c) With each royalty payment, Salton/Maxim shall provide Intellection with a written royalty statement including a description and quantity of Product sold, invoice amounts, discounts, allowances, returns and other adjustments to net sales.
- (d) "Net sales" shall mean Salton/Maxim's gross sales, that is, the gross invoice amount billed to customers of Salton/Maxim for Product sold, less any excise taxes, discounts, and allowances actually shown on invoices, and less any actual returns of Product. A Product shall be considered "sold" when such Product is shipped.
- (e) All payments due to Intellection based upon sales of royalties outside the United States shall accrue in the currency of the country in which the sales are made. Salton/Maxim shall use its best efforts to obtain U.S. dollar transfers

Sep-08-99 15:18

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P.08

FROM : INTELLECTION LTD.
Jan 04 98 12:54

FAX NO. : 630 717 6613
Jerry A. Schulman

Jan 04 1999 09:47AM P2

with respect to such royalties. However, any and all loss due to changes in exchange value, taxes or other expenses incurred in the conversion of foreign currency into U.S. dollars and any other insurance or other taxes on such royalties required to be withheld in any country shall be deducted from the net sales of the Product prior to calculating the royalty due thereon. In the event that any currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to Intellection or Intellection's nominee, no royalty payment shall accrue or be due and payable by Salton/Maxim with respect to such sales for as long as such prohibitions prevail.

6. Right to Terminate Upon Notice.

Either party may terminate this agreement upon thirty (30) days notice to the other party that a material breach of the agreement or any provision of the agreement has occurred, provided that, during the 30 day period, the breaching party fails to cure such breach.

7. Indemnification.

(a) Intellection hereby agrees to defend, indemnify and hold Salton/Maxim, its officers, directors, agents, sublicensees, employees and independent contractors, harmless against all costs, expenses and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Salton/Maxim based upon a breach of any representation and warranty made in this agreement, including but not limited to claims by a third party that the manufacture, use or sale of the Product infringe any rights claimed by such third party.

(b) Intellection further agrees to defend, indemnify and hold Salton/Maxim, its officers, directors, sublicensees, employees and independent contractors against all claims made for injury or damage resulting from defects in Intellection's design of the mechanical aspects of the Product, whether or not such aspects are protected under any issued patent.

Handwritten:
MFM
LAWYERS
KNOXVILLE
(c)

(c) Salton/Maxim agrees to defend, indemnify and hold Intellection and its officers, directors, agents and employees against all costs, expenses and losses (including reasonable attorney's fees and costs) incurred through claims of third parties against Intellection based upon the manufacture or sale of the Product including, but not limited to, actions alleging injury or damage arising from manufacturing defects in the Product.

8. Notices.

Any notice required to be given pursuant to this agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service to the following persons and addresses:

Notices to Salton/Maxim

Salton/Maxim Homecare, Inc.
550 Business Center Drive
Mt. Prospect, IL 60056
Attn: Mr. Leon Dreiman

and

Jerry A. Schulman
Terrace Executive Center, Suite 101
15376 Summit Avenue

Sep-08-99 15:18

630 627 2145

P.09

FROM : INTELLECTION LTD.
Jan 04 99 12:35a

FAX NO. : 630 717 2513
Jerry H. Schuman

Jan 04 1999 09:48AM P3

Oakbrook Terrace, IL 60181

Notice to Intellection

Intellection, Ltd.
716 Woodland Hills Road
Batavia, IL 60510
Attn: Michael W. Boehm

Any changes to the foregoing addresses for notice shall be made in writing

9. Jurisdiction.

This agreement shall be governed by the laws of the State of Illinois. All disputes hereunder shall be resolved in the applicable State or Federal Court of the State of Illinois. The parties hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses that may be available.

10. Agreement Binding on Successors.

This agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

11. Severability.

Should any provision hereunder be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provisions shall be deemed to be severed from the agreement, and the agreement shall be enforced and interpreted as if said provisions had not been included. No waiver by either party of any default under this agreement shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this agreement.

12. Entire Agreement

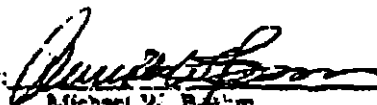
This agreement constitutes the entire understanding of the parties and revokes and supersedes all prior agreements between the parties and its intended to be a final expression of the parties' agreement. It shall not be modified or amended except by writing signed by the parties hereto and specifically referring to this agreement.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have each caused to be affixed hereto their signatures effective on the date first written above.

Saltm/Maxim Housewares, Inc.

Intellection, Ltd.

By: _____
Leon Dreimann, President

By: 
Michael W. Boehm
Title: PRESIDENT

Jan-06-00 17:37

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P.03

AMENDMENT TO AGREEMENT DATED DECEMBER, 1998

Quesadilla Maker

This Amendment, made effective this 29th day of October, 1999, by and between Salton, Inc., a Delaware corporation with a principal place of business located at 550 Business Center Drive, Mt. Prospect, Illinois 60056 ("Salton"), Intellection, I.t.d., a corporation of the State of Illinois with a principal place of business located at 716 Woodland Hills Road, Batavia, Illinois 60510 ("Intellection"); Michael W. Boehm, an individual with an address of 716 Woodland Hills Road, Batavia, IL 60510. ("Boehm") and Robert W. Johnson, an individual with an address of 5 South Huffman, Naperville, IL 60540 ("Johnson") and amends that certain agreement dated December, 1998 made by and between Salton/Maxim Housewares, Inc. and Intellection, Inc. (the "Original Agreement"), a true and correct copy of which is attached hereto as Exhibit 1.

WHEREAS, the Original Agreement recited the terms of an agreement between Salton/Maxim and Intellection with respect to a product identified by the parties as a "quesadilla grill" ("the Product"); and

WHEREAS, at the time the Original Agreement was entered into, both Boehm and Johnson were principals of Intellection but since that time Johnson has severed his relationship with Intellection; and

WHEREAS, Salton is the successor to Salton/Maxim by way of change of name; and

WHEREAS, the parties intend by this amendment to reconfirm the duties and obligations set forth in the Original Agreement and to provide for a new arrangement for the payment of royalties under Paragraph 5 of the Original Agreement:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Authority for Amendment.

This amendment is being made pursuant to the terms and conditions of paragraph 12 of the Original Agreement.

2. Confirmation of Obligations.

The parties hereto hereby acknowledge that the terms, conditions and obligations of the Original Agreement are hereby confirmed and that all duties, obligations and consideration set forth in the Original Agreement relating to Salton/Maxim are hereby assumed by Salton, and all duties, obligations and consideration set forth in the Original Agreement relating to Intellection are hereby assumed jointly and severally by Intellection, Boehm and Johnson.

3. Confirmation of Assignment of Rights.

Intellection, Boehm and Johnson hereby agree to execute the assignment attached hereto as Exhibit 2, assigning all right, title and interest in and to the Product and to United States Patent Applications Serial Numbers 60/115,311 and 29/098,919 to Salton.

4. Compensation

Paragraph 5 of the Original Agreement is hereby amended to read as follows:

"5. Compensation.

(a) In consideration for the rights granted hereunder, Salton agrees to pay to

Boehm and to Johnson a royalty of two percent (2%) based upon Salton's net sales of the Product. One royalty only shall be paid hereunder for each Product whether or not any Product is covered by more than one claim of any patent, whether foreign or domestic, or embodies any Improvement thereto.

- (b) Royalties owed Boehm and Johnson shall be calculated on a quarterly calendar basis beginning with the months of January, April, July, and October, and shall be payable no later than 30 days after termination of the preceding full royalty period, except that the first and last royalty periods may be less than full calendar quarters because the first royalty period commences with the effective date of this agreement, and the last royalty period ends with the termination of this agreement. The total royalty amount due for each royalty period shall be divided in half, with one half thereof paid to Boehm and the remaining half thereof paid to Johnson.
- (c) With each royalty payment, Salton shall provide Boehm and Johnson with a written royalty statement including a description and quantity of Product sold, invoice amounts, discounts, allowances, returns and other adjustments to net sales.
- (d) "Net sales" shall mean Salton's gross sales, that is, the gross invoice amount billed to customers of Salton for Product sold, less any excise taxes, discounts, and allowances actually shown in invoices, and less any actual returns of Product. A Product shall be considered "sold" when such Product is shipped.
- (e) All payments due to Boehm and Johnson based upon sales in countries outside the United States shall accrue in the currency of the country in which the sales are made. Salton shall use its best efforts to obtain U.S. dollar transfers with respect to such royalties. However, any and all loss due to changes in exchange value, taxes or other expenses incurred in the transfer or conversion of foreign currency into U.S. dollars and any income remittance or other taxes on such royalties required to be withheld in any country shall be deducted from the net sales of the Product prior to calculating the royalty due thereon. In the event that any currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to Boehm and Johnson, or any nominee of Boehm or Johnson, no royalty payment shall accrue or be due and payable by Salton with respect to such sales for as long as such restrictions prevail.

[Handwritten initials]

f) *was at [unclear]*

5.

Notices.

Paragraph 8 to the Original Agreement shall be amended to read as follows:

"8. Notices.

Any notice required to be given pursuant to this agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service to the following persons and addresses:

Notices to Salton

Salton, Inc.
550 Business Center Drive
Mt. Prospect, IL 60056
Attn: Mr. Leon Dreimann

and

Jan-06-00 17:38

630 627 2145

P.05

Jerry A. Schulman
Terrace Executive Center, Court C
1 South 376 Summit Avenue
Oakbrook Terrace, IL 60181

Notices to Intellection

Intellection, Ltd.
716 Woodland Hills Road
Batavia, IL 60510
Attn: Michael W. Boehm

Notices to Boehm

Michael Boehm
716 Woodland Hills Road
Batavia, IL 60510

Notices to Johnson

Robert W. Johnson
Johnson Associates
5 South Huffman
Naperville, IL 60540

Any changes to the foregoing addresses for notice shall be made in writing."

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have each caused to be affixed hereto their signatures effective the date first written above. This agreement may be signed in counterparts.

Salton, Inc.

By: 
Leon Dreimann, President

Intellection, Ltd.

By: _____
Michael W. Boehm
Title: _____

Michael W. Boehm

 12/7/99
Robert W. Johnson

Jan-06-00 17:38

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P. 06

AMENDMENT TO AGREEMENT DATED DECEMBER, 1998

This Amendment, made effective this 29th day of October, 1999, by and between Salton, Inc., a Delaware corporation with a principal place of business located at 550 Business Center Drive, Mt. Prospect, Illinois 60056 ("Salton"), Intellection, Ltd., a corporation of the State of Illinois with a principal place of business located at 716 Woodland Hills Road, Batavia, Illinois 60510 ("Intellection"); Michael W. Boehm, an individual with an address of 716 Woodland Hills Road, Batavia, IL 60510, ("Boehm") and Robert W. Johnson, an individual with an address of 5 South Huffman, Naperville, IL 60540 ("Johnson") and amends that certain agreement dated December, 1998 made by and between Salton/Maxim Housewares, Inc. and Intellection, Inc. (the "Original Agreement"), a true and correct copy of which is attached hereto as Exhibit 1.

WHEREAS, the Original Agreement recited the terms of an agreement between Salton/Maxim and Intellection with respect to a product identified by the parties as a "quesadilla grill" ("the Product"); and

WHEREAS, at the time the Original Agreement was entered into, both Boehm and Johnson were principals of Intellection but since that time Johnson has severed his relationship with Intellection; and

WHEREAS, Salton is the successor to Salton/Maxim by way of change of name; and

WHEREAS, the parties intend by this amendment to reconfirm the duties and obligations set forth in the Original Agreement and to provide for a new arrangement for the payment of royalties under Paragraph 5 of the Original Agreement:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Authority for Amendment.

This amendment is being made pursuant to the terms and conditions of paragraph 12 of the Original Agreement.

2. Confirmation of Obligations.

The parties hereto hereby acknowledge that the terms, conditions and obligations of the Original Agreement are hereby confirmed and that all duties, obligations and consideration set forth in the Original Agreement relating to Salton/Maxim are hereby assumed by Salton, and all duties, obligations and consideration set forth in the Original Agreement relating to Intellection are hereby assumed jointly and severally by Intellection, Boehm and Johnson.

3. Confirmation of Assignment of Rights.

Intellection, Boehm and Johnson hereby agree to execute the assignment attached hereto as Exhibit 2, assigning all right, title and interest in and to the Product and to United States Patent Applications Serial Numbers 60/115,311 and 29/098,919 to Salton.

4. Compensation

Paragraph 5 of the Original Agreement is hereby amended to read as follows:

"5. Compensation.

(a) In consideration for the rights granted hereunder, Salton agrees to pay to

Jan-06-00 17:38

630 627 2145

P.07

Boehm and to Johnson a royalty of two percent (2%) based upon Salton's net sales of the Product. One royalty only shall be paid hereunder for each Product whether or not any Product is covered by more than one claim of any patent, whether foreign or domestic, or embodies any Improvement thereto.

- (b) Royalties owed Boehm and Johnson shall be calculated on a quarterly calendar basis beginning with the months of January, April, July, and October, and shall be payable no later than 30 days after termination of the preceding full royalty period, except that the first and last royalty periods may be less than full calendar quarters because the first royalty period commences with the effective date of this agreement, and the last royalty period ends with the termination of this agreement. The total royalty amount due for each royalty period shall be divided in half, with one half thereof paid to Boehm and the remaining half thereof paid to Johnson.
- (c) With each royalty payment, Salton shall provide Boehm and Johnson with a written royalty statement including a description and quantity of Product sold, invoice amounts, discounts, allowances, returns and other adjustments to net sales.
- d) "Net sales" shall mean Salton's gross sales, that is, the gross invoice amount billed to customers of Salton for Product sold, less any excise taxes, discounts, and allowances actually shown in invoices, and less any actual returns of Product. A Product shall be considered "sold" when such Product is shipped.
- (c) All payments due to Boehm and Johnson based upon sales in countries outside the United States shall accrue in the currency of the country in which the sales are made. Salton shall use its best efforts to obtain U.S. dollar transfers with respect to such royalties. However, any and all loss due to changes in exchange value, taxes or other expenses incurred in the transfer or conversion of foreign currency into U.S. dollars and any income remittance or other taxes on such royalties required to be withheld in any country shall be deducted from the net sales of the Product prior to calculating the royalty due thereon. In the event that any currency regulations of a country in which sales are made prohibit the deposit or payment of royalties to Boehm and Johnson, or any nominee of Boehm or Johnson, no royalty payment shall accrue or be due and payable by Salton with respect to such sales for as long as such restrictions prevail. "

Handwritten initials

f) call at amended (M)

5.

Notices.

Paragraph 8 to the Original Agreement shall be amended to read as follows:

"8. Notices.

Any notice required to be given pursuant to this agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service to the following persons and addresses:

Notices to Salton

Salton, Inc.
550 Business Center Drive
Mt. Prospect, IL 60056
Attn: Mr. Leon Dreimann

and

Jan-06-00 17:38

630 627 2145

P.08

Jerry A. Schulman
Terrace Executive Center, Court C
1 South 376 Summit Avenue
Oakbrook Terrace, IL 60181

Notices to Intellection

Intellection, Ltd.
716 Woodland Hills Road
Batavia, IL 60510
Attn: Michael W. Boehm

Notices to Boehm

Michael Boehm
716 Woodland Hills Road
Batavia, IL 60510

Notices to Johnson

Robert W. Johnson
Johnson Associates
5 South Huffman
Naperville, IL 60540

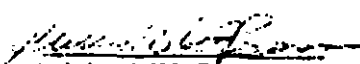
Any changes to the foregoing addresses for notice shall be made in writing."

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have each caused to be affixed hereto their signatures effective the date first written above. This agreement may be signed in counterparts.

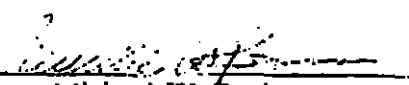
Salton, Inc.

By: 
Leon Breunlich, President

Intellection, Ltd.

By: 
Michael W. Boehm

Title: President


Michael W. Boehm

Robert W. Johnson

Jan-06-00 17:39

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P.05

ASSIGNMENT

ASSIGNMENT made this 8th day of January, 1999, by and between Michael W. Boehm, an individual United States citizen with a place of business and domicile at 716 Woodland Hills Road, Batavia, IL. 60510, Robert W. Johnson, an individual and United States citizen with a place of business and domicile at 5 South Huffman Street, Naperville, IL. 60540, and Intellection, Ltd., an Illinois corporation with a place of business and domicile at 716 Woodland Hills Road, Batavia, IL. 60510 (hereinafter collectively referred to as "ASSIGNORS") and Salton/Maxim Housewares, Inc., a Delaware corporation with a place of business and domicile at 550 Business Center Road, Mt. Prospect, IL. 60056 ("ASSIGNEE"):

WHEREAS ASSIGNORS Boehm and Johnson are principals of ASSIGNOR Intellection, Ltd. and have invented a domestic electric product identified by the parties as an electric food grill for preparing quesadillas ("the Invention"); and

WHEREAS the Invention is the subject of applications for Letters Patent of the United States now in preparation, covering the ornamental appearance and the mechanical aspects of the Invention (hereinafter "the Applications"); and


WHEREAS ASSIGNORS wish to assign all right title and interest in and to the Invention to ASSIGNEE and ASSIGNEE wishes to accept such assignment of rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of the mutual promises and obligations set forth herein, the parties hereto hereby agree as follows:


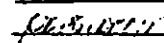
1. ASSIGNORS hereby assign to ASSIGNEE ASSIGNORS' entire right, title and interest in and to the Invention and the Applications including the right to sue for all past, present and future infringements thereof.
2. ASSIGNORS hereby warrant and represent that no other party or entity owns or has been granted or promised ownership of any rights inconsistent with the grant set forth herein.

IN WITNESS WHEREOF the parties hereto hereby affix their signatures as of the date first above written.

ASSIGNORS:


Michael W. Boehm

Robert W. Johnson

Intellection, Ltd.
By: 
Its: 

ASSIGNEE:

Salton/Maxim Housewares, Inc.


Leon Dreimann, President

B



US00D436797S

(12) **United States Design Patent** (10) Patent No.: **US D436,797 S**
Huang et al. (45) Date of Patent: **** Jan. 30, 2001**

- (54) **TORTILLA WARMER OUTFITTED
ELECTRIC TABLETOP GRILL PLATE
APPLIANCE**
- (75) Inventors: **Ming-Jen Huang, San Gabriel, CA
(US); Michael G. Hu, Lockport, IL
(US)**
- (73) Assignee: **Tsann Kuenn USA, Inc., Pasadena, CA
(US)**
- (**) Term: **14 Years**
- (21) Appl. No.: **29/116,607**
- (22) Filed: **Jan. 6, 2000**
- (51) LOC (7) Cl. **07-02**
- (52) U.S. Cl. **D7/363**
- (58) Field of Search **99/392, 399, 401,
99/423, 443 R, 427, 338, 331, 442, 445-446,
450, 341; 219/450.1, 532-533, 429, 432,
443.1; D7/352, 357, 362-367, 332, 337,
402**

- D. 424,367 * 5/2000 Choi **D7/363**
- D. 429,946 * 8/2000 Lee **D7/362**
- D. 431,411 * 10/2000 Chang **D7/362**
- 4,664,025 * 5/1987 Martinez **99/331**
- 5,501,141 * 3/1996 Mendez et al. **99/426**
- 5,970,858 * 10/1999 Boehm et al. **99/446**
- 6,024,014 * 2/2000 Kasai **99/425**

OTHER PUBLICATIONS

Hammacher Schlemmer & Company, Spring Supplement 1986, "The Best Electric Griddle" (bottom of page).*

* cited by examiner

Primary Examiner—Ruth McInroy

(74) Attorney, Agent, or Firm—Loyal McKinley Hanson

(57) **CLAIM**

We claim the ornamental design for a tortilla warmer outfitted electric tabletop grill plate appliance, as shown.

DESCRIPTION

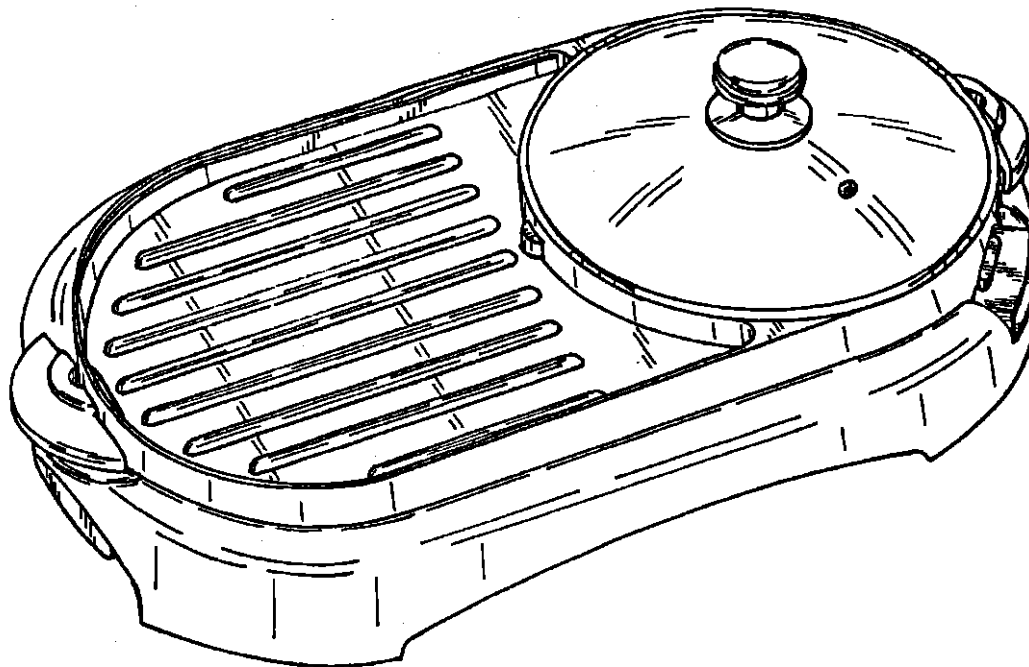
FIG. 1 is an isometric view of a showing our new design;
 FIG. 2 is a top view thereof;
 FIG. 3 is a bottom view thereof;
 FIG. 4 is a right side view thereof;
 FIG. 5 is a left side view thereof;
 FIG. 6 is a front view thereof; and,
 FIG. 7 is a back view thereof.

1 Claim, 3 Drawing Sheets

(56) **References Cited**

U.S. PATENT DOCUMENTS

- D. 286,494 * 11/1986 Lastuck **D7/363**
- D. 377,579 * 1/1997 O'Brien et al. **D7/359**
- D. 380,342 * 7/1997 Edmonds **D7/363**
- D. 394,584 * 5/1998 Weber **D7/363**



U.S. Patent

Jan. 30, 2001

Sheet 1 of 3

US D436,797 S

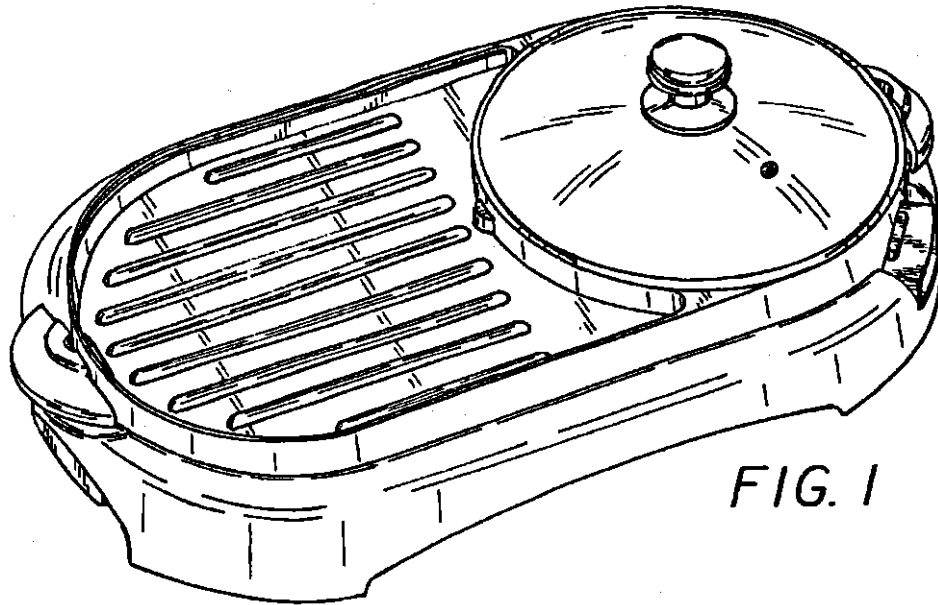
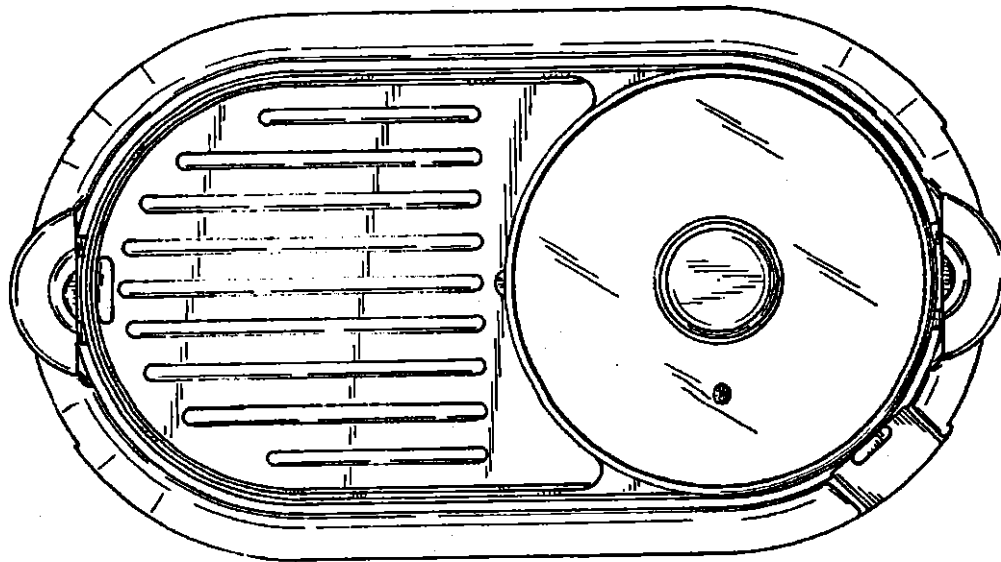


FIG. 1

FIG. 2



U.S. Patent

Jan. 30, 2001

Sheet 2 of 3

US D436,797 S

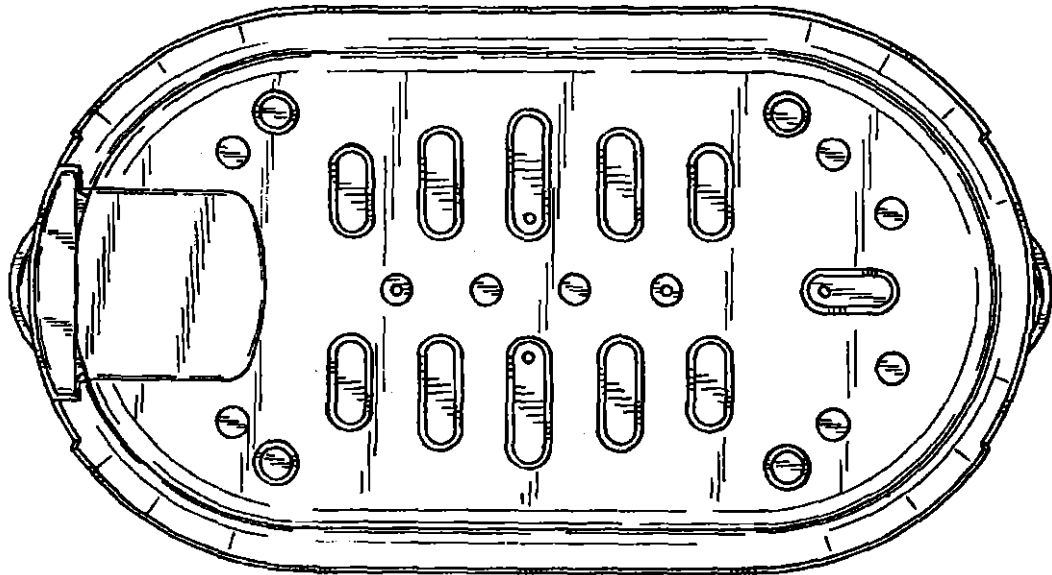


FIG. 3

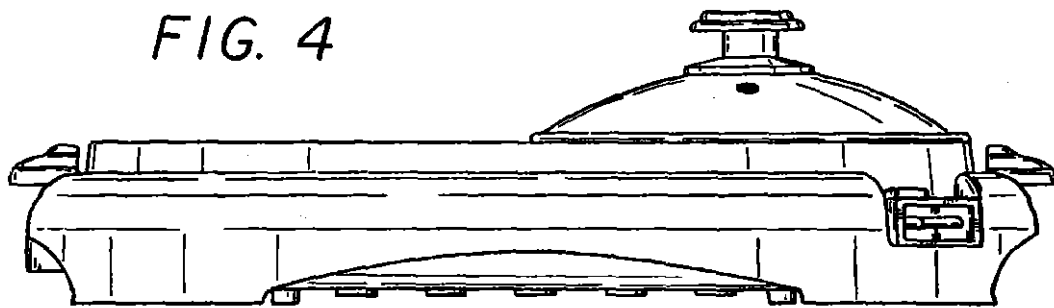


FIG. 4

U.S. Patent

Jan. 30, 2001

Sheet 3 of 3

US D436,797 S

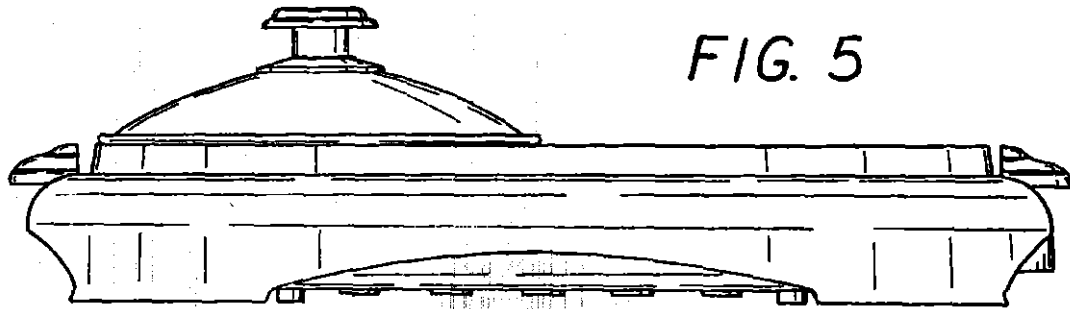


FIG. 5

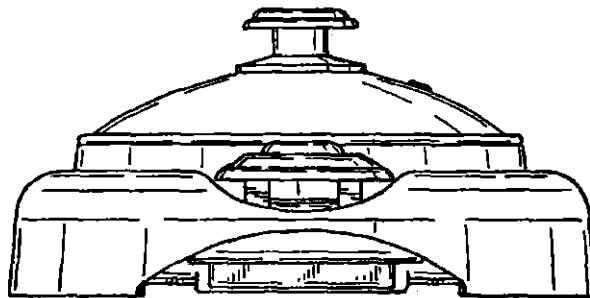
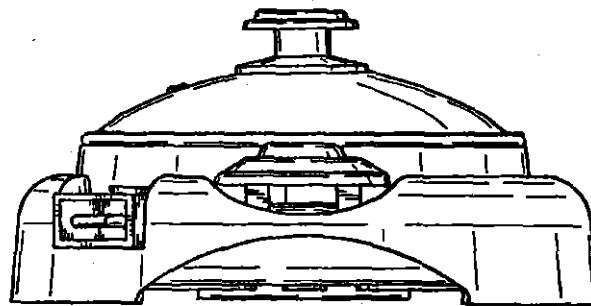


FIG. 6

FIG. 7



C



US006268592B1

(12) **United States Patent**
Hu et al.

(10) Patent No.: **US 6,268,592 B1**
(45) Date of Patent: **Jul. 31, 2001**

(54) **ELECTRIC GRILL PLATE APPLIANCE FOR TORTILLA CUISINE**

6,097,004 * 8/2000 Seul 219/438

* cited by examiner

(75) Inventors: **Michael G. Hu**, Lockport, IL (US);
Ming-Jen Huang, San Gabriel, CA (US)

Primary Examiner—Sang Paik
(74) *Attorney, Agent, or Firm*—Loyal McKinley Hanson

(73) Assignee: **Tsann Kuen USA, Inc.**, Pasadena, CA (US)

(57) **ABSTRACT**

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

An appliance for cooking fajitas and other tortilla cuisine includes an electric grill plate having a plate component with a cooking surface, an electrical heating element component adapted to heat the plate component for purposes of cooking foodstuffs placed on the cooking surface, a portion of the plate component that defines a compartment adapted to hold a stack of tortillas for purposes of warming the tortillas with heat derived from the electric grill plate, and a cover for the compartment. One embodiment includes a removable tortilla tray within the tortilla warming compartment for holding the tortillas while they warm so that the cook can lift the tortilla tray from the tortilla warming compartment for purposes of transporting the tortillas to the table. Ribs on the plate component facilitate drainage of grease, oil, and other runoff liquids from the fajitas and other foodstuffs through a hole in the plate component to a removable collection drawer. A separate tortilla rack holds a tortilla in a semi-folded configuration that facilitates addition of the cooked foodstuffs to it. A removable plastic base holds the plate component during usage while disassembling from the plate component for cleaning.

(21) Appl. No.: **09/484,477**

(22) Filed: **Jan. 18, 2000**

(51) Int. Cl.⁷ **H05B 3/68; H05B 3/00**

(52) U.S. Cl. **219/450.1; 99/378**

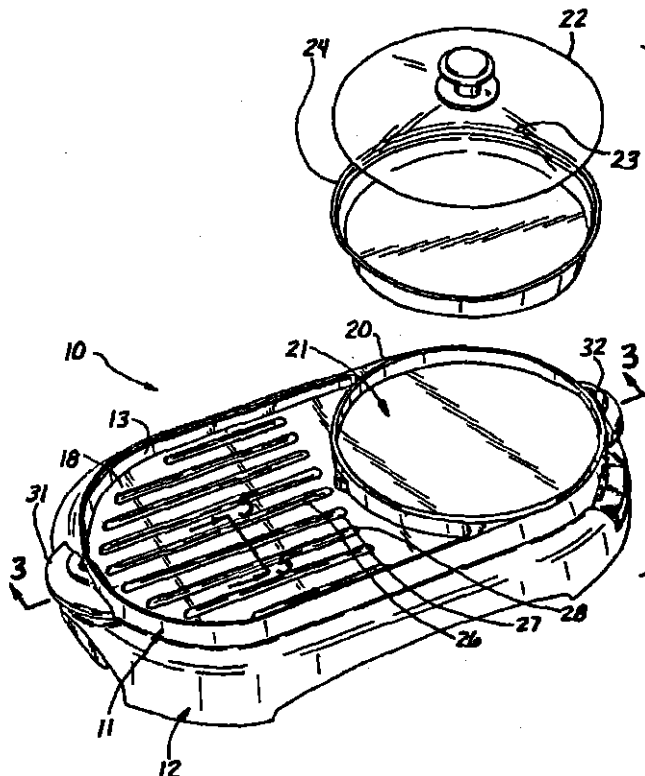
(58) Field of Search **219/450.1, 454.12, 219/455.11, 465.1, 468.1, 524, 525; 99/378, 400, 422, 425, 444, 445**

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9 Claims, 3 Drawing Sheets



U.S. Patent

Jul. 31, 2001

Sheet 1 of 3

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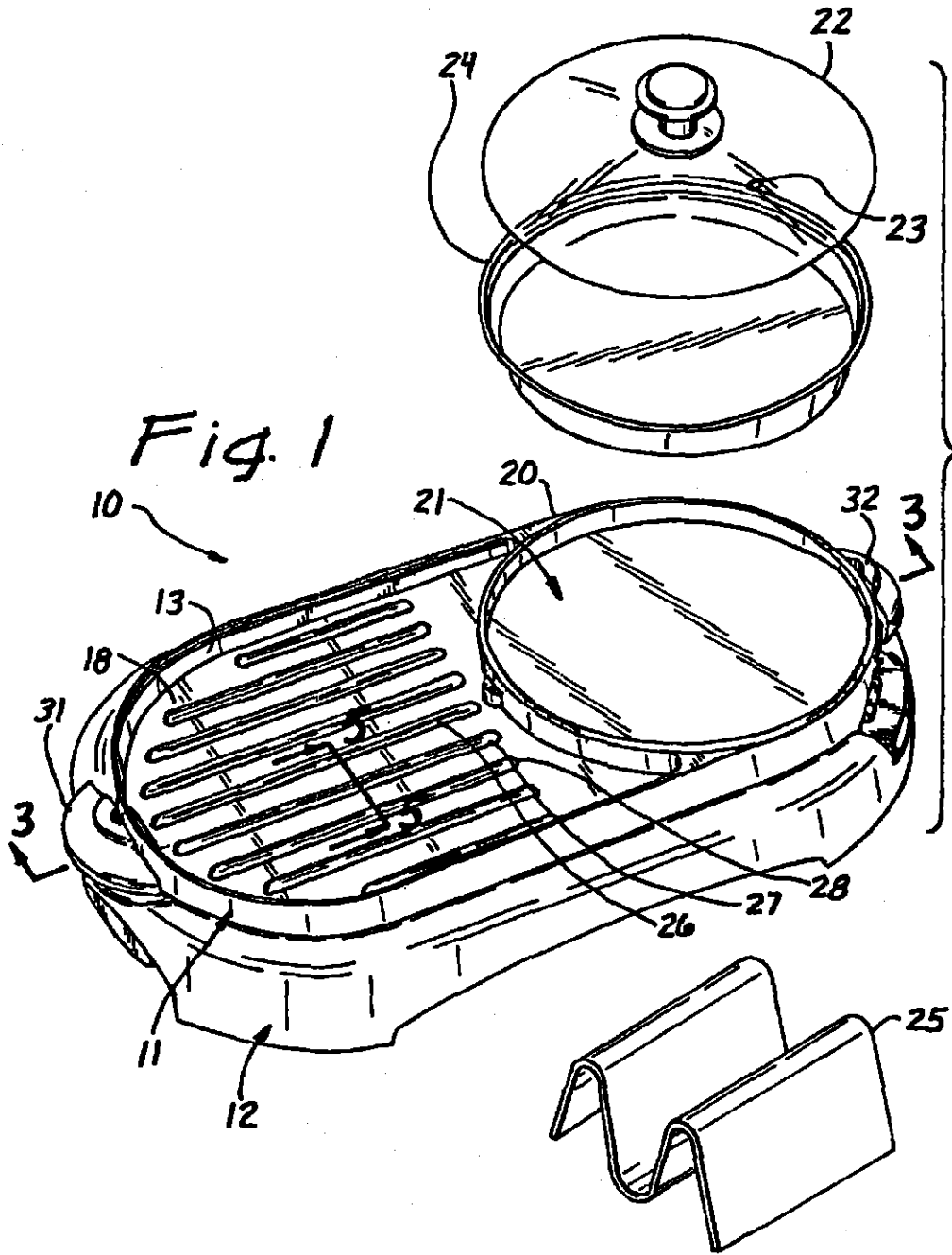


Fig. 2

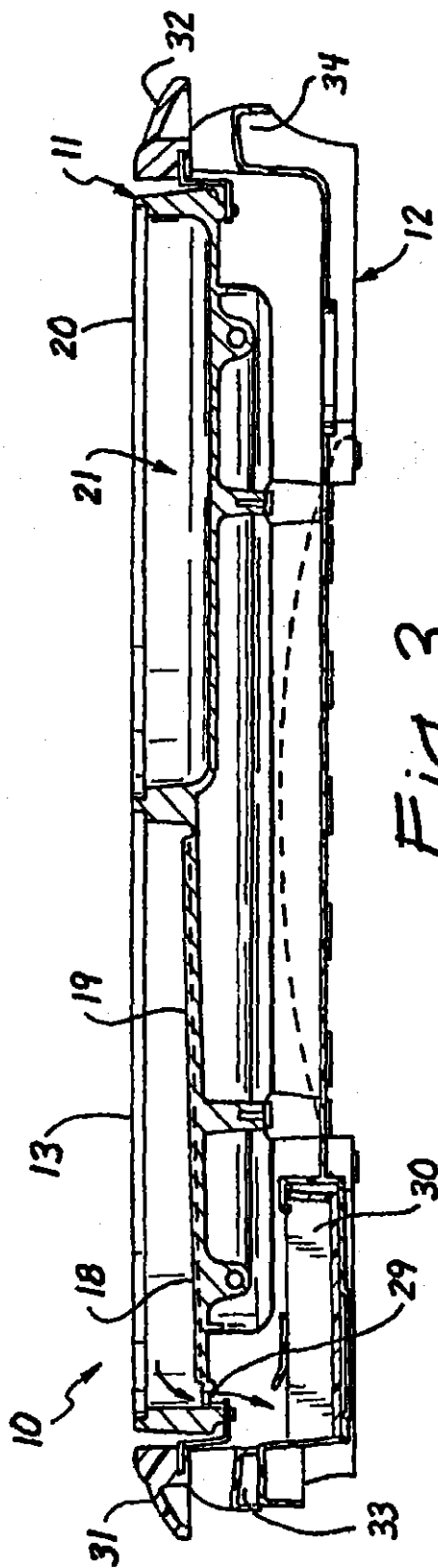


Fig. 3

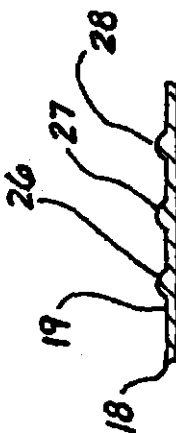


Fig. 5

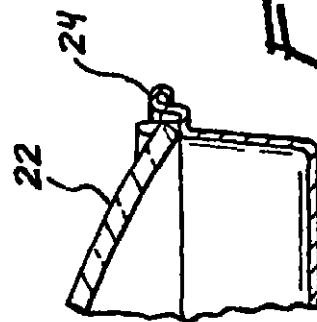


Fig. 4

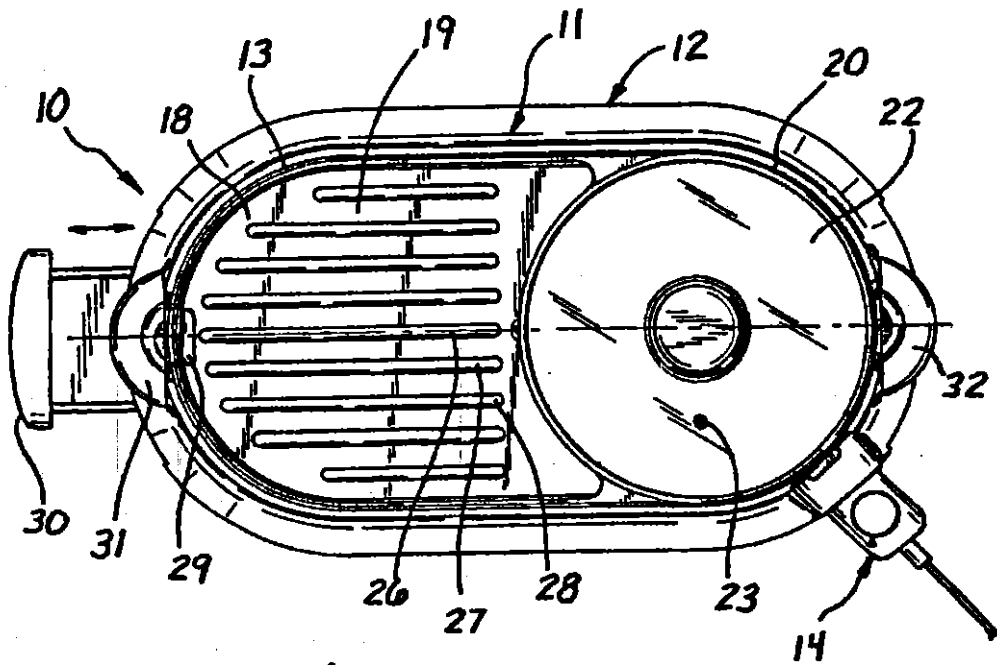


Fig. 6

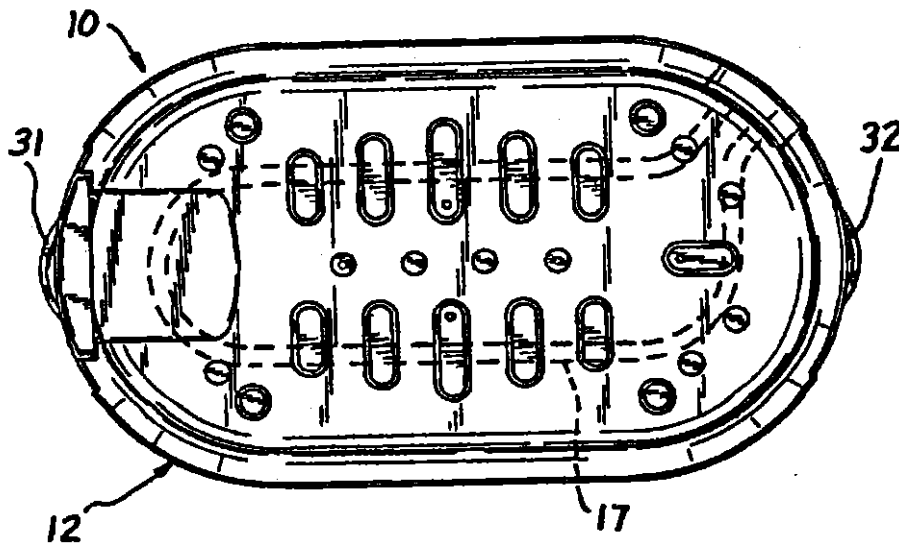


Fig. 7

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ELECTRIC GRILL PLATE APPLIANCE FOR TORTILLA CUISINE

BACKGROUND OF THE INVENTION

1. Technical Field

This invention relates generally to appliances for preparing foodstuffs, and more particularly to an electric tabletop grill plate appliance especially suited for tortilla cuisine.

2. Description of Related Art

An electric grill plate appliance provides a lightweight, portable cooking appliance that a user can conveniently transport manually for table top or counter top use. It includes an electric cooking plate that is sometimes called an electric grill plate. The electric grill plate itself includes two basic components: (i) a plate component with a cooking surface (usually non-stick), and (ii) an electric heating element component in heat conducting relation to the plate component. The user simply plugs the heating element component into an electric outlet, adjusts the heating element temperature control knob to a selected range, arranges foodstuffs on the non-stick cooking surface of the plate component, and then tends the foodstuffs as needed until all is cooked as desired.

Such cooking appliances enjoy popular approval. But consumers continue to look for new healthy culinary adventures that challenge existing electric tabletop grill plate designs. Users want simpler, lighter, home-style cooking, ethnic breads/dishes, regional cooking, and fresh quality produce. They want the electric tabletop grill plate they use to help them create the new, interesting, and fun meals they envision . . . tortilla cuisine included.

Tortilla cuisine refers to edibles that include or are served with tortillas. Fajitas provide a good example. Fajitas are marinated strips (usual beef or chicken) that are usually grilled or broiled and served with flour tortillas and various savory fillings. To prepare fajitas with existing electric grill plates, the cook arranges the meat or chicken strips on the cooking surface of the grill, along with red, green, and yellow peppers, onions, tomatoes, seasonings, and so forth, while at the same time warming some tortillas on the stove top, in the oven, or in the microwave. When the foodstuffs are cooked, he adds some to a tortilla for consumption, or simply leaves the cook foodstuffs and warmed tortillas at the table for his guests to combine.

The problem is that the cook must resort to the stove top, oven, microwave, or other appliance to warm the tortilla. That means another appliance and the restrictions thereby imposed (e.g., the cost, the space, the electricity, an additional electrical outlet, and so forth). Thus, manufacturers and users need some way to alleviate that concern.

SUMMARY OF THE INVENTION

This invention addresses the concerns outlined above by providing an electric grill plate appliance with a built-in tortilla warming compartment. Only one appliance is needed. Everything the cook needs is conveniently group together, avoiding the additional cost, space, electricity, electrical outlet, and so forth otherwise involved.

To paraphrase some of the more precise language appearing in the claims, an electric grill plate appliance constructed according to the invention for tortilla cuisine includes (i) an electric grill plate having a plate component and a heating element component in heat conducting relation to the plate component, (ii) a first portion of the plate component that defines a cooking surface on which to cook foodstuffs, the

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heating element being adapted to heat the plate component for purposes of cooking foodstuffs placed on the cooking surface, (iii) a second portion of the plate component that defines a compartment adapted to hold a stack of tortillas for purposes of warming the tortillas, and (iv) a cover (preferably see-through and vented) that is adapted to rest removably on the electric grill plate in a position over the compartment.

One embodiment includes those elements and more. A removable tortilla tray within the tortilla warming compartment holds the tortillas while they warm. The cook can lift the tortilla tray from the tortilla warming compartment for purposes of transporting the tortillas elsewhere, away from the compartment. Ribs on the plate component protruded upwardly from the cooking surface in order to facilitate grease and oil drainage from the fajitas and other foodstuffs through a drainage hole in the plate component to a removable collection drawer. A separate tortilla rack holds a tortilla in a semi-folded configuration that facilitates addition of the cooked foodstuffs to it. A removable plastic base holds the electric grill plate spaced apart from the table or other support surface while readily disassembling from the electric grill plate for cleaning purposes.

Thus, the electric grill plate appliance of this invention is especially suited for preparing fajitas and other tortilla cuisine. The following illustrative drawings and detailed description make the foregoing and other objects, features, and advantages of the invention more apparent.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 of the drawings is an isometric view of an electric grill plate appliance constructed according to the invention, showing the tortilla tray and the cover removed from the tortilla warming compartment;

FIG. 2 is an isometric view of the tortilla rack component;

FIG. 3 is an enlarged cross sectional view of the electric grill plate appliance taken on line 3—3 of FIG. 1;

FIG. 4 is a further enlarged cross sectional view of a portion of the the tortilla tray and the cover;

FIG. 5 is a cross sectional view of a portion of the plate component taken on line 5—5 of FIG. 1;

FIG. 6 is a top view of the electric grill plate appliance, with the grease drawer in an open position; and

FIG. 7 is a bottom view of the electric grill plate appliance, showing further details of the removable base.

DESCRIPTION OF THE PREFERRED EMBODIMENTS

FIGS. 1-7 of the drawings show various aspects of an electric grill plate appliance 10 constructed according to the invention. Generally, the appliance 10 includes an electric grill plate 11 on a base 12. Those two components are adapted to be conveniently disassembled for cleaning purposes and reassembled for use. The base 12 is composed of a suitably rigid material (e.g., plastic or metallic), and it is adapted to removably receive and hold the electric grill plate 11 spaced apart from a table top or other horizontal support surface upon which the base 12 is placed.

The electric grill plate 11 utilizes known technology in some respects in that it includes a non-stick coated, heavy gauge aluminum plate component 13 (FIGS. 1, 3, and 6) and a heating element component 14 (FIG. 6) in heat conducting relation to the plate component 13. The heating element component 14 is not illustrated in detail because it is a known type of electric component. It is designated only

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generally in FIG. 6 for purposes of this description by a leadline to a temperature controller 15 which is part of the heating element component 14. The heating element component 14 may include, for example, an imbedded 1200 watt round coiled heating element 17 within the plate component 13 (as depicted by dashed lines in FIG. 7) and a temperature probe outfitted temperature controller (i.e., the temperature controller 15 in FIG. 6). These components are arranged so that the electric grill plate 11 is adapted to fit removably in the base 12. Based upon the foregoing and subsequent descriptions, one of ordinary skill can readily fabricate these components to function as described.

According to a major aspect of the invention, the plate component 13 includes a first portion 18 (FIGS. 1, 3, 5, and 6) that includes an upwardly facing cooking surface 19 on which to cook foodstuffs, and a second portion 20 (FIGS. 1, 3, and 6) that defines an upwardly opening compartment 21 adapted to hold a stack of tortillas for purposes of warming the tortillas. A tortilla is not shown for illustrated convenience. It is a well known food item in the form of a round thin cake of unleavened cornmeal or wheat flour bread that is usually eaten warm with a topping or filling. A typical tortilla may measure about eight inches in diameter, although some are larger and some are smaller. The compartment 21 is sized accordingly. It is circularly shaped with a diameter measuring about 9.5 inches and a depth measuring about one inch. As a further idea of size, the overall height of the combination of the electric grill plate 11 and the base 12 as illustrated in FIG. 3 is about 3.5 inches. The overall length of the plate component 13 is about nineteen to twenty inches, with the first portion 18 extending a total of about 9.5 inches up to the second portion 20. Of course, the dimensions of an electric grill plate appliance constructed according to the invention may vary a greatly without departing from the broader inventive concepts disclosed, and the compartment 21 can be shaped and dimension to accommodate larger or smaller tortillas.

Heat from the electric grill plate 11 warms the compartment 21 and the tortillas within the compartment 21. A cover 22 (FIGS. 1, 4, and 6) helps hold the heat in. Preferably a see-through tempered glass component with a vent 23 (FIGS. 1 and 6), the cover 22 is adapted to rest removably on the electric grill plate 11 in a position over the compartment. It can rest directly upon the electric grill plate 11 by resting directly upon it or atop a tortilla tray 24 (FIGS. 1 and 4) placed in the compartment 21. The phrase "adapted to rest removably on the electric grill plate" is intended to cover either or both configurations.

With the tortilla tray 24 placed in the compartment 21, the cover 22 covers the tray 24 and the compartment 21. The tray 24 is adapted to fit in the compartment 21 removably and to function as means for holding the tortillas in the compartment 21 during warming while enabling usage of the tray 24 as a portable tray with which to transport the tortillas elsewhere after warming. The illustrated tray 24 is about ¾ inch deep. A separate tortilla rack 25 (FIG. 2) is also provided for the cook to use in holding a tortilla in a semi-folded position while he adds fillings to it.

The first portion 18 of the plate component 13 includes upwardly protruding ribs. The illustrated embodiment includes nine ribs, but only three ribs 26, 27, and 28 are designated in FIGS. 1, 5, and 6 for illustrative convenience. The ribs facilitate drainage of grease, oil, and other runoff liquids from foodstuffs being cooked on the first portion 18. The ribs tend to hold the foodstuffs slightly spaced apart from the cooking surface 19.

The runoff liquids drain through a drainage hole 29 in the first portion 18 of the plate component 13 (FIGS. 3 and 6)

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into a collection drawer 30 that is part of the base 12. The drawer 30 is removable from the base 12. It is adapted to be moved from the closed position shown in FIG. 3, as depicted by the double headed arrow in FIG. 6, in order to remove and drawer 30 from the base 12 for cleaning purposes.

Plastic handles 31 and 32 (FIGS. 1, 3, 6, and 7) are attached to opposite ends of the plate component 13 by suitable means. The user can carry the appliance 10 by places his thumbs on the handles 31 and 32 while curling his fingers under finger depressions 33 and 34 in the base 12 that are designated in FIG. 3. In other words, the base 12 is configured so that the electric grill plate 11 can be lifted directly out of it for disassembly and cleaning purposes. Holes in the base 12 facilitate air movement in order to prevent too much heat from reaching the table top. Only one such hole 35 is designated in FIG. 7 for illustrative convenience.

Thus, the invention provides an electric grill plate appliance with a built-in tortilla warming compartment. Only one appliance is needed. Everything the cook needs is conveniently group together, avoiding the additional cost, space, electricity, electrical outlet, and so forth otherwise involved.

The illustrated embodiment includes a removable tortilla tray within the tortilla warming compartment holds the tortillas while they warm. The cook can lift the tortilla tray from the tortilla warming compartment for purposes of transporting the tortillas elsewhere, away from the compartment. Ribs on the plate component protruded upwardly from the cooking surface in order to facilitate drainage from the fajitas and other foodstuffs through a drainage hole in the plate component to a removable collection drawer. A separate tortilla rack holds a tortilla in a semi-folded configuration that facilitates addition of the cooked foodstuffs to it. A removable plastic base holds the electric grill plate spaced apart from the table or other support surface while readily disassembling from the electric grill plate for cleaning purposes. Although an exemplary embodiment has been shown and described, one of ordinary skill in the art may make many changes, modifications, and substitutions without necessarily departing from the spirit and scope of the invention.

What is claimed is:

1. An electric grill plate appliance, comprising:

an electric grill plate having a plate component and a heating element component in heat conducting relation to the plate component;

a first portion of the plate component that includes an upwardly facing cooking surface on which to cook foodstuffs, the heating element being adapted to heat the plate component for purposes of cooking foodstuffs placed on the cooking surface;

a second portion of the plate component that defines an upwardly opening compartment adapted to hold a stack of tortillas for purposes of warming the tortillas; and a cover adapted to rest removably on the electric grill plate in a position over the compartment.

2. An appliance as recited in claim 1, further comprising a base component adapted to rest atop a horizontal support surface and to hold the electric grill plate spaced apart from the support surface.

3. An appliance as recited in claim 2, wherein the plate component defines a drainage hole that enables liquid to drain from the cooking surface, and the base component includes a removable drawer disposed beneath the drainage hole to function as means for collecting the liquid.

4. An appliance as recited in claim 1, wherein the cover is at least partially composed of an at least partially transparent material.

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5. An appliance as recited in claim 1, wherein the cover includes a vent.

6. An appliance as recited in claim 1, further comprising a tray component adapted to fit in the compartment removably and to function as means for holding the tortillas during warming while enabling usage of the tray component as a portable tray with which to transport the tortillas away from the compartment after warming.

7. An appliance as recited in claim 1, wherein the compartment is circularly shaped.

8. An electric grill plate appliance, comprising:

an electric grill plate having a plate component and a heating element component in heat conducting relation to the plate component;

a base component adapted to rest atop a horizontal support surface and to hold the electric grill plate spaced apart from the support surface;

a first portion of the plate component that includes an upwardly facing cooking surface on which to cook foodstuffs, the heating element being adapted to heat

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the plate component for purposes of cooking foodstuffs placed on the cooking surface;

a second portion of the plate component that defines an upwardly opening compartment adapted to hold a stack of tortillas for purposes of warming the tortillas;

a tray component adapted to fit in the compartment removably and to function as means for holding the tortillas during warming while enabling usage of the tray component as a portable tray with which to transport the tortillas away from the compartment after warming; and

a vented cover adapted to rest removably on the electric grill plate in a position over the compartment.

9. An appliance as recited in claim 8, wherein the plate component defines a drainage hole that enables liquid to drain from the cooking surface, and the base component includes a removable drawer disposed beneath the drainage hole to function as means for collecting the liquid.

* * * * *

D

salton

Case # 05093-1-0001
Date Filed 08/02/04
Page 44 of 54
July 20, 2004

Tsann Kuen USA, Inc.
Michael Hu
89 N. Gabriel Blvd
Pasadena, CA 91107

Re: Patent Policing and Enforcement

Dear Michael:

This letter confirms to you that Tsann Kuen USA, Inc. ("TK") owns all existing patent rights in certain Sante Fe products and Salton claims ownership of all trademarks and copyrights related to the same Sante Fe products.

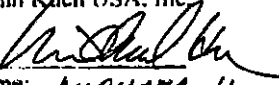
We must deal immediately with illegal copies and knock offs of patented Sante Fe products. A company called Sensio is selling a fajita grill in the United States, and possibly elsewhere, that infringes TK's patent rights in the Sante Fe fajita grill.

As a result of Sensio's conduct, TK and Salton are both losing sales and profits. Several days ago, a large U.S. retail chain customer, Linen 'n Things threatened to stop buying Salton Sante Fe products and buy from Sensio.

We understand that TK's parent company, Tsann Kuen Enterprises Co. Limited and Salton Hong Kong have been working to improve their existing agreement and to better cooperate against infringers that are stealing profits from both of our companies. Salton confirms that it will continue its efforts to stop infringers and protect Salton's and TK's rights in the Sante Fe products.

By signing this letter, TK confirms that: (i) Salton is the exclusive licensee of TK's patent rights in the Sante Fe products and (ii) Salton has the right to take action to stop infringement of TK's patent rights in an effort to protect the market for the Sante Fe products.

Salton, Inc.
By: 
Name: Leon Dreimann
Title: Chief Executive Officer

Agreed to July __, 2004
Tsann Kuen USA, Inc.
By: 
Name: MICHAEL HU
Title: OPERATIONS & SALES MANAGER

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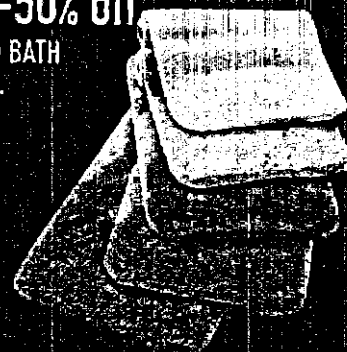
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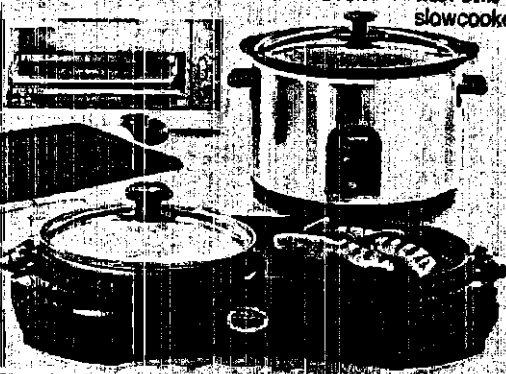
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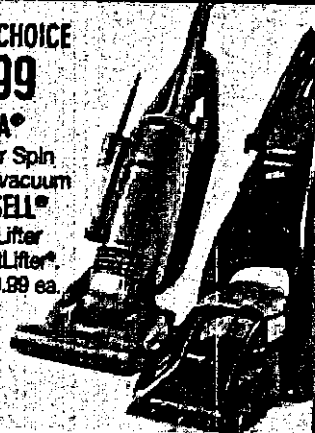
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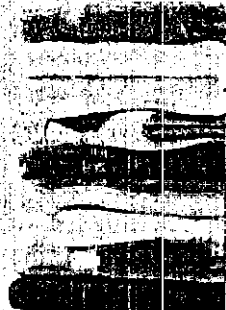
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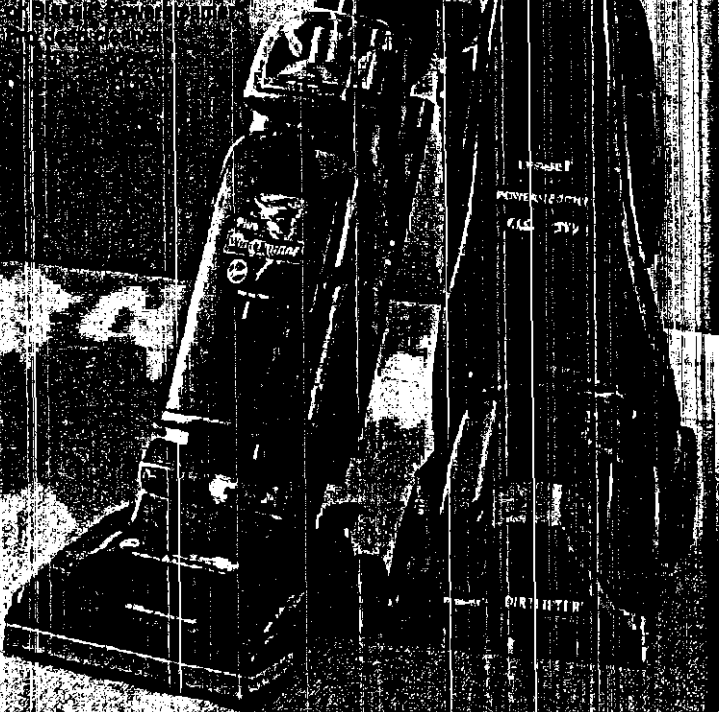


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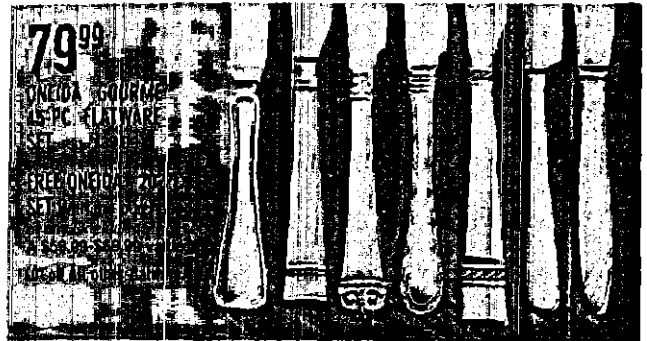
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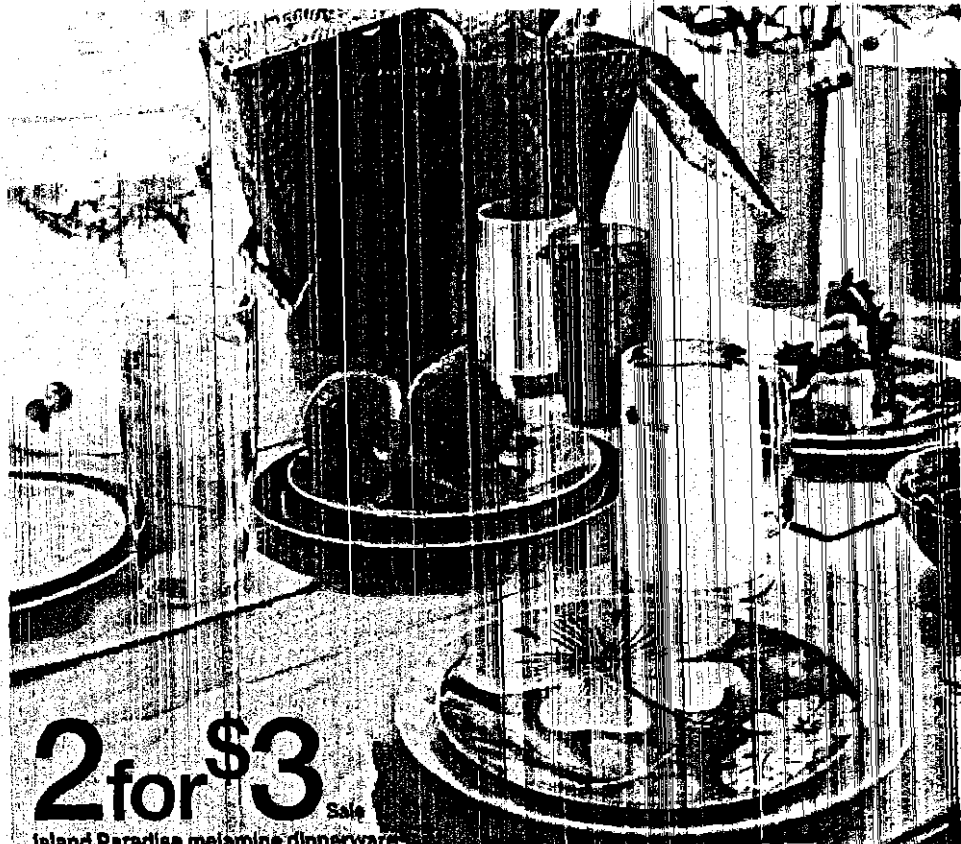
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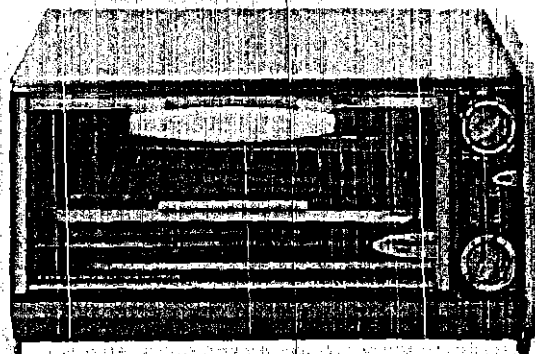
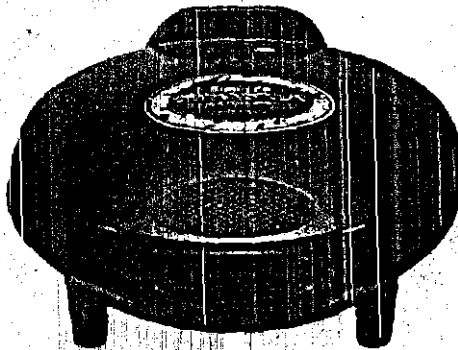
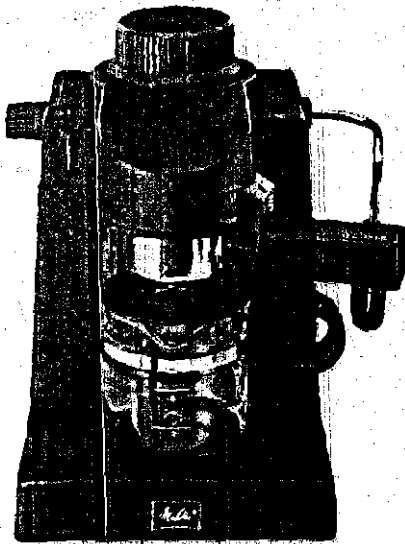
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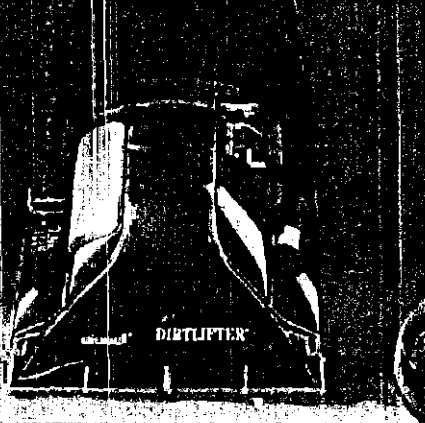


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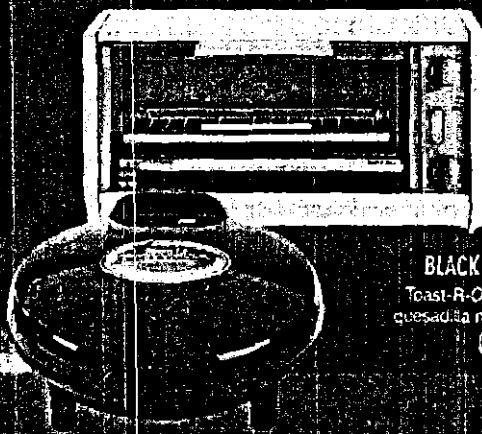
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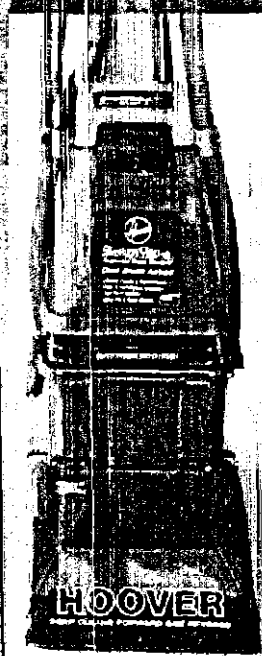
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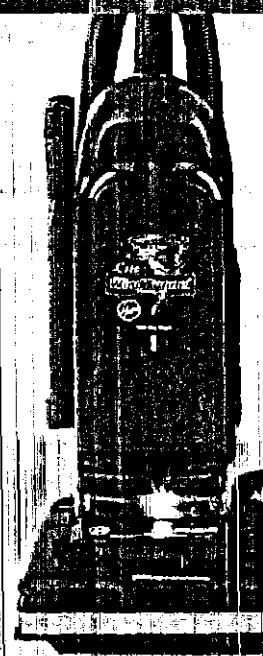
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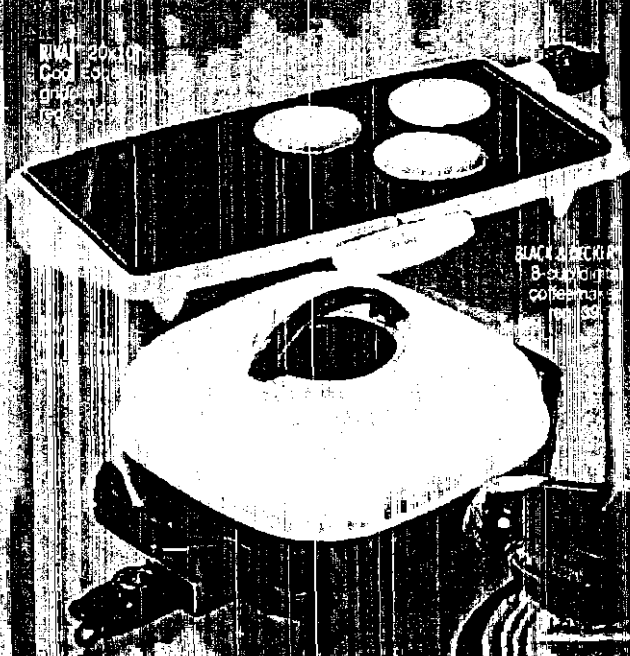
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Civil Cover Sheet

MAGISTRATE JUDGE ASHMAN

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Northern District of Illinois.

Plaintiff(s): Salton, Inc.

Defendant(s): Sensio Inc.; Danny Lavy; John Doe 1; John Doe 2; John Doe 3.

County of Residence:

County of Residence: Quebec, Canada

Plaintiff's Atty: James A. Klenk
Sonnenschein, Nath and
Rosenthal LLP
233 S. Wacker Drive, Suite 8000,
Chicago, IL 60606
312-876-8000

Defendant's Atty:

DOCKETED
AUG 03 2004

FILED-ED4
U.S. DISTRICT COURT
CLERK
AUG 3 2004

II. Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: - N/A
Defendant: - N/A

IV. Origin : 1. Original Proceeding

V. Nature of Suit: 830 Patent

VI. Cause of Action: 35 U.S.C 271 (patent infringement); 15 U.S.C. 1051-1127 (trademark infringement and unfair competition); 815 ILCS 505/1 et seq. (Illinois unfair competition)

VII. Requested in Complaint

Class Action: No
Dollar Demand:
Jury Demand: Yes

VIII. This case IS NOT a refiling of a previously dismissed case.

Signature: *James A. Klenk*

Date: 8/02/04

JUDGE GETTLEMAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

MAGISTRATE JUDGE ASHMAN

In the Matter of

EASTERN DIVISION

Salton, Inc.

v.

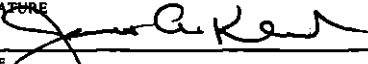
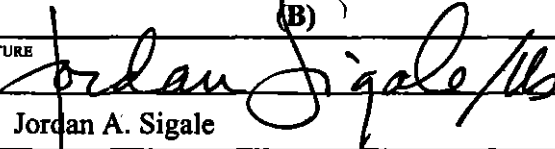
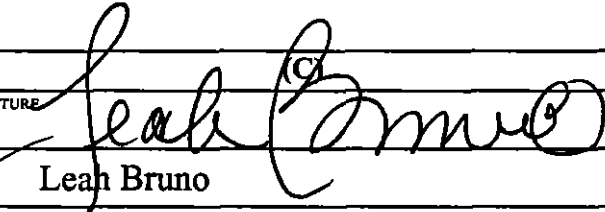
Sensio Inc.; Danny Lavy; John Doe 1; John Doe 2;
John Doe 3

Case Number
04C 5093

U.S. DISTRICT COURT
LC:3 MD-2-90V70
FILED-ED4

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

DOCKETED
AUG 03 2004

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MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
(C)		(D)	
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DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	

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