

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court OREGON on the following Patents or Trademarks:

DOCKET NO. 3:08-cv-967-HA	DATE FILED 08/18/08	U.S. DISTRICT COURT OREGON
PLAINTIFF Benchmade Knife Co., Inc. and Oregon corporation Mentory Group, L.L.C. an Oregon limited liability corporation		DEFENDANT Jonathan A. Benson, an individual d/b/a Roadside Imports
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1	Please see complaint	
2	1,938,109	
3	2,081,306	
4	2,769,339	
5	1,932,859	

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Sheryl S. McConnell	(BY) DEPUTY CLERK 	DATE 08/20/08
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

CIVIL COVER SHEET

REC'D 08 AUG 18 16:15 SDC-DRP

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Benchmark Knife Co., Inc, an Oregon Corporation, and Mentor Group, LLC, an Oregon limited liability corporation

(b) County of Residence of First Listed Plaintiff Multnomah
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Peter Staples, Chernoff, et. al., 601 SW 2nd Ave, Suite 1600
Portland, OR 97204; (503) 227-5631

DEFENDANTS

Jonathan A. Benson, an individual dba Roadside Imports,

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

CV '08 - 967 -- HA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|--|---|--|--|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | PERSONAL PROPERTY | <input type="checkbox"/> 630 Liquor Laws | <input checked="" type="checkbox"/> 830 Patent | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 650 Airline Regs. | | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 660 Occupational Safety/Health | | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 690 Other | | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 810 Selective Service |
| <input type="checkbox"/> 190 Other Contract | | | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 890 Other Statutory Actions |
| | | | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | | <input type="checkbox"/> 892 Economic Stabilization Act |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 442 Employment | Habeas Corpus: | | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 530 General | | <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 535 Death Penalty | | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 462 Naturalization Application | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee | | <input type="checkbox"/> 950 Constitutionality of State Statutes |
| | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 555 Prison Condition | <input type="checkbox"/> 465 Other Immigration Actions | | |

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. Sec. 1114; and 35 U.S.C. Sec. 271

Brief description of cause:
Patent and Trademark Infringement

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ _____
UNDER F.R.C.P. 23 To be determined at Trial

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 8/18/08 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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FILED '08 AUG 18 16:15 JDC:CRP

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

BENCHMADE KNIFE CO., INC., an
Oregon Corporation, and **MENTOR
GROUP, L.L.C.**, an Oregon Limited
Liability Corporation,

Plaintiffs,

v.

JONATHAN A. BENSON, an individual
doing business as Roadside Imports,

Defendant.

CV '08 - 967 -- HA
Case No. ..

**COMPLAINT FOR PATENT INFRINGEMENT,
TRADEMARK INFRINGEMENT, AND FALSE
ADVERTISING**

**PATENT CASE
TRADEMARK CASE**

JURY TRIAL REQUESTED

For its complaint against defendant Jonathan A. Benson ("Benson"), plaintiffs
Benchmade Knife Co., Inc. ("Benchmade"), and Mentor Group, L.L.C. ("Mentor") allege:

#22056

PARTIES

1. Benchmade is an Oregon corporation having a place of business in Oregon City, Oregon.
2. Mentor is an Oregon limited liability corporation having a place of business in West Linn, Oregon.
3. Upon information and belief, Benson is an individual residing in Connecticut doing business as Roadside Imports, which has a place of business at 75 Bayard Avenue, North Haven, Connecticut.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the federal patent and trademark claims pursuant to 28 U.S.C. §§ 1331 and 1338. This Court has subject matter jurisdiction over plaintiffs' related common law claims pursuant to 28 U.S.C. §§ 1338 and 1367.

5. This Court has personal jurisdiction over defendant because, upon information and belief, defendant has distributed or sold infringing merchandise within this state, or has engaged in acts within this state causing injury to plaintiffs, or has engaged in acts outside of this state causing injury within this state, or has distributed products within this state in the ordinary course of trade, or has otherwise established contacts within this state sufficient to permit the exercise of personal jurisdiction. This District is a proper venue pursuant to 28 U.S.C. § 1391(b).

FACTS

6. Benchmade is a knife company that manufactures and sells cutlery products.
7. Benchmade is the owner of U.S. Trademark Registration No. 1,938,109 for BALI-SONG[®], issued November 28, 1995. Said registration is valid and subsisting.

8. Benchmade is the owner of U.S. Trademark Registration No. 2,061,306 for BALI-SONG and Butterfly Design®, issued May 13, 1997. Said registration is valid and subsisting.

9. Benchmade is the owner of U.S. Trademark Registration No. 2,769,339 for BENCHMITE®, issued September 30, 2003. Said registration is valid and subsisting.

10. Benchmade is the owner of U.S. Trademark Registration No. 1,932,859 for BENCHMADE®, issued November 7, 1995.

11. Mentor is the owner of U.S. Patent No. 6,550,832, entitled "Actuator," issued April 22, 2003 (the "'832 patent"). A copy of the first page of the '832 patent is attached as Exhibit 1.

12. Mentor is the owner of U.S. Patent No. 6,675,484, entitled "Folding Tool Locking Mechanism," issued January 13, 2004 (the "'484 patent"). A copy of the first page of the '484 patent is attached as Exhibit 2.

13. Mentor licenses the '832 and '484 patents (the "Patents") to Benchmade (the "Patent License").

14. Pursuant to the Patent License from Mentor, Benchmade manufactures and sells a knife which is covered by one or more claims of the Patents.

15. Benchmade uses its trademarks BENCHMADE® and BENCHMITE® to designate the source of knives manufactured pursuant to the Patent License from Mentor. Attached as Exhibit 3 are pages from the BENCHMADE® catalog advertising BENCHMADE® BENCHMITE® Knives.

16. The BENCHMITE® knives sold by Benchmade are made in the United States.

17. Benchmade uses its registered trademarks BALI-SONG® and BALI-SONG and Butterfly Logo® to sell a type of knife referred to as “butterfly” knife. Attached as Exhibit 4 is a page from a BENCHMADE® catalog displaying a BENCHMADE® BALI-SONG® knife and a BENCHMADE® BALI-SONG® trainer knife.

18. Benson sells knives via the Internet.

19. Benson maintains at least one website at www.assistedknives.com where knives offered for sale by Benson are displayed and described.

20. Benson’s website assistedknife.com is interactive, *i.e.*, one may purchase a knife shown on the website using an Internet connection.

21. On his website Benson advertises and offers for sale a knife Benson refers to as a “Benchlite.” The Benchlite knife offered for sale by Benson is substantially identical in appearance and function to Benchmade’s patented BENCHMITE®. Attached as Exhibit 5 are depictions of the Benchlite knife offered for sale by Benson.

22. Upon information and belief, Benson imports the “Benchlite” into the United States.

23. By importing, selling, and offering to sell the “Benchlite,” Benson infringes Mentor’s ‘832 and ‘484 patents.

24. Benson’s advertising and sale of the “Benchlite” infringes Benchmade’s trademark registrations in its registered trademarks BENCHMADE® and BENCHMITE®.

25. Benson intends that the infringing “Benchlite” knife be mistaken for Benchmade’s BENCHMITE®. On his website, Benson says of his Benchlite: “You Won’t Be Able To Tell This One From The Real Thing.” Thus, Benson uses the prospect of post-sale confusion as a selling point for the infringing “Benchlite” knife.

26. Benson's advertising and sale of a knife under the name "Benchlite" that is identical in appearance and function to Benchmade's BENCHMITE[®] is intentional passing off and unfair competition.

27. Benson also sells multiple butterfly knives on his assistedknives.com website using the term "Balisong."

28. Some of the butterfly knives sold by Benson are similar to the butterfly knives sold by Benchmade under its BALI-SONG[®] mark.

29. Benson's use of Balisong infringes Benchmade's trademark rights in its registered trademarks for BALI-SONG[®] and BALI-SONG and Butterfly Logo[®].

30. Benson's sale of butterfly knives similar to Benchmade's BALI-SONG[®] knives under the name "Balisong" is likely to cause confusion and constitutes intentional passing off and unfair competition.

31. On his assistedknives.com website, Benson represents that "I'M NOW YOUR AUTHORIZED BENCHMADE DEALER." This statement is false and misrepresents the nature of the respective businesses of Benson and Benchmade.

32. Upon information and belief, the Benchlite knife sold by Benson is made in China.

33. Benchlite knives purchased from Benson are packaged in boxes bearing the legend: "U.S.A. STAINLESS STEEL KNIFE."

34. Providing knives made in China in a box bearing "U.S.A. STAINLESS STEEL KNIFE" constitutes false advertising.

35. Using facsimiles of Benchmade's registered trademarks, Benson sells knives in competition with Benchmade.

36. Benson's use of "Balisong" and "Benchlite" dilutes the distinctive quality of Benchmade's registered marks BENCHMADE[®], BENCHMITE[®], BALI-SONG[®], and BALI-SONG and Butterfly Logo[®].

37. Benson's actions described above were done with the knowledge of Benchmade's exclusive right to use its registered trademarks.

38. Benson's actions described above have been in deliberate, willful, malicious and reckless disregard of the rights of Mentor and Benchmade.

FIRST CLAIM FOR RELIEF
(Patent Infringement of the '832 Patent)

39. This claim arises under 35 U.S.C. § 271.

40. Plaintiffs incorporate the allegations of paragraphs 1-38.

41. Upon information and belief, Benson has infringed and continues to infringe Mentor's '832 patent by using, selling and/or offering to sell within the United States, and by importing into the United States, knives which are described in one or more claims of the '832 patent.

42. Mentor has been and will continue to be damaged by Benson's conduct unless Benson is enjoined from further infringing activity.

43. Benson's deliberate and continued infringement of Mentor's patent makes this an exceptional case.

SECOND CLAIM FOR RELIEF
(Patent Infringement of the '484 Patent)

44. This claim arises under 35 U.S.C. § 271.

45. Plaintiffs incorporate the allegations of paragraphs 1-43.

46. Upon information and belief, Benson has infringed and continues to infringe Mentor's '484 patent by using, selling and/or offering to sell within the United States, and by importing into the United States, knives which are described in one or more claims of the '484 patent.

47. Mentor has been and will continue to be damaged by Benson's conduct unless Benson is enjoined from further infringing activity.

48. Benson's deliberate and continued infringement of Mentor's patent makes this an exceptional case.

THIRD CLAIM FOR RELIEF
(Federal Trademark Infringement of Registered Mark BENCHMADE®)

49. This claim arises under 15 U.S.C. §1114.

50. Plaintiffs incorporate the allegations of paragraphs 1-48.

51. Benson's use of Benchlite infringes Benchmade's rights in its registered mark BENCHMADE®. Upon information and belief, Benchmade has been and will continue to be damaged by use of Benchlite by Benson unless Benson is enjoined.

52. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

53. Benson's actions have been willful and malicious, with full knowledge of Benchmade's registration or rights in BENCHMADE® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to its reasonable attorney fees.

FOURTH CLAIM FOR RELIEF
(Federal Trademark Infringement of Registered Mark BENCHMITE®)

54. This claim arises under 15 U.S.C. §1114.

55. Plaintiffs incorporate the allegations of paragraphs 1-53.

56. Benson's use of Benchlite infringes Benchmade's rights in its registered mark BENCHMITE®. Upon information and belief, Benchmade has been and will continue to be damaged by use of Benchlite by Benson unless Benson is enjoined.

57. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

58. Benson's actions have been willful and malicious, with full knowledge of Benchmade's registration or rights in BENCHMITE® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to its reasonable attorney fees.

FIFTH CLAIM FOR RELIEF

(Federal Trademark Infringement of Registered Mark BALI-SONG®)

59. This claim arises under 15 U.S.C. §1114.

60. Plaintiffs incorporate the allegations of paragraphs 1-58.

61. Benson's use of Balisong infringes Benchmade's rights in its registered mark BALI-SONG®. Upon information and belief, Benchmade has been and will continue to be damaged by use of Balisong by Benson unless Benson is enjoined.

62. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

63. Benson's actions have been willful and malicious, with full knowledge of Benchmade's registration or rights in BALI-SONG® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to its reasonable attorney fees.

SIXTH CLAIM FOR RELIEF
**(Federal Trademark Infringement of Registered
Mark BALI-SONG and Butterfly Design®)**

64. This claim arises under 15 U.S.C. §1114.

65. Plaintiffs incorporate the allegations of paragraphs 1-63.

66. Benson's use of Balisong infringes Benchmade's rights in its registered mark BALI-SONG and Butterfly Design®. Upon information and belief, Benchmade has been and will continue to be damaged by use of Balisong by Benson unless Benson is enjoined.

67. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

68. Benson's actions have been willful and malicious, with full knowledge of Benchmade's registration or rights in BALI-SONG and Butterfly Design® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to its reasonable attorney fees.

SEVENTH CLAIM FOR RELIEF
(Federal Statutory Unfair Competition)

69. This claim arises under 15 U.S.C. §1125(a).

70. Plaintiffs incorporate the allegations of paragraphs 1-68.

71. Benson's use of Benchlite has caused or is likely to cause confusion, to cause mistake or to deceive as to the origin, sponsorship or approval of Benson's products by Benchmade. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's use of Benchlite unless Benson is enjoined.

72. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

73. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in its registered marks BENCHMADE® and BENCHMITE® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to an award of its reasonable attorney fees.

EIGHTH CLAIM FOR RELIEF
(Federal Statutory Unfair Competition)

74. This claim arises under 15 U.S.C. §1125(a).

75. Plaintiffs incorporate the allegations of paragraphs 1-73.

76. Benson's use of Balisong has caused or is likely to cause confusion, to cause mistake or to deceive as to the origin, sponsorship or approval of Benson's products by Benchmade. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's use of Balisong unless Benson is enjoined.

77. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs and Benson's profits.

78. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in its registered marks BALI-SONG® and BALI-SONG and Butterfly Design® and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to an award of its reasonable attorney fees.

NINTH CLAIM FOR RELIEF
(Federal Statutory False Advertising)

79. This claim arises under 15 U.S.C. §1125(a)(1)(B).

80. Plaintiffs incorporate by reference the allegations of paragraphs 1-78.

81. By representing that he is an authorized Benchmade dealer, Benson has, in commercial advertising, misrepresented the nature, characteristics, and qualities of his business and the business of Benchmade. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's actions unless Benson is enjoined.

82. Pursuant to 15 U.S.C. §1117, Benchmade is entitled to an injunction, its damages (trebled), costs, and Benson's profits.

83. Benson's actions have been willful and malicious, with full knowledge of the falsity of its claims and in deliberate or reckless disregard of Benchmade's rights, and therefore this case is exceptional under 15 U.S.C. §1117, entitling Benchmade to an award of its reasonable attorney fees.

TENTH CLAIM FOR RELIEF
(Common Law Trademark Infringement of BENCHMADE)

84. This claim arises under the common law.

85. Plaintiffs incorporate the allegations of paragraphs 1-83.

86. By reason of Benchmade's extensive use and advertising of BENCHMADE as a trademark for knives, Benchmade has acquired common law trademark rights in BENCHMADE for such products.

87. Benson's use of Benchlite to advertise and sell knives has caused and/or is likely to cause confusion, and therefore infringes Benchmade's common law rights in its BENCHMADE trademark. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's actions unless Benson is enjoined.

88. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BENCHMADE and in deliberate or reckless disregard of

Benchmade's rights. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

ELEVENTH CLAIM FOR RELIEF
(Common Law Trademark Infringement of BENCHMITE)

89. This claim arises under the common law.

90. Plaintiffs incorporate the allegations of paragraphs 1-88.

91. By reason of Benchmade's extensive use and advertising of BENCHMITE as a trademark for knives, Benchmade has acquired common law trademark rights in BENCHMITE for such products.

92. Benson's use of Benchlite to advertise and sell knives has caused and/or is likely to cause confusion, and therefore infringes Benchmade's common law rights in its BENCHMITE trademark. Upon information and belief, Benchmade has been and will continue to be damaged by ~~Benson's actions~~ unless Benson is enjoined.

93. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BENCHMITE and in deliberate or reckless disregard of Benchmade's rights. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

TWELFTH CLAIM FOR RELIEF
(Common Law Trademark Infringement of BALI-SONG)

94. This claim arises under the common law.

95. Plaintiffs incorporate the allegations of paragraphs 1-93.

96. By reason of Benchmade's extensive use and advertising of BALI-SONG as a trademark for knives, Benchmade has acquired common law trademark rights in BALI-SONG for such products.

97. Benson's use of Balisong to advertise and sell knives has caused and/or is likely to cause confusion, and therefore infringes Benchmade's common law rights in its BALI-SONG trademark. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's actions unless Benson is enjoined.

98. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BALI-SONG and in deliberate or reckless disregard of Benchmade's rights. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

THIRTEENTH CLAIM FOR RELIEF
(Common Law Trademark Infringement of BALI-SONG and Butterfly Design)

99. This claim arises under the common law.

100. Plaintiffs incorporate the allegations of paragraphs 1-98.

101. By reason of Benchmade's extensive use and advertising of BALI-SONG and Butterfly Design as a trademark for knives, Benchmade has acquired common law trademark rights in BALI-SONG and Butterfly Design for such products.

102. Benson's use of Balisong to advertise and sell knives has caused and/or is likely to cause confusion, and therefore infringes Benchmade's common law rights in its BALI-SONG and Butterfly Design trademark. Upon information and belief, Benchmade has been and will continue to be damaged by Benson's actions unless Benson is enjoined.

103. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BALI-SONG and Butterfly Design and in deliberate or reckless disregard of Benchmade's rights. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

FOURTEENTH CLAIM FOR RELIEF

(Common Law Unfair Competition/Passing Off—BENCHMADE and BENCHMITE)

104. This claim arises under the common law.

105. Plaintiff's incorporate the allegations of paragraph 1-103.

106. Benson has unfairly competed with Benchmade by passing off Benson's products as those of Benchmade. Upon information and belief, Benchmade has been and will continue to be damaged by use of Benchlite by Benson unless Benson is enjoined.

107. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BENCHMADE and BENCHMITE. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

FIFTEENTH CLAIM FOR RELIEF

(Common Law Unfair Competition/Passing Off—BALI-SONG and BALI-SONG and Butterfly Design)

108. This claim arises under the common law.

109. Plaintiff's incorporate the allegations of paragraph 1-107.

110. Benson has unfairly competed with Benchmade by passing off Benson's products as those of Benchmade. Upon information and belief, Benchmade has been and will continue to be damaged by use of Balisong by Benson unless Benson is enjoined.

111. Benson's actions have been willful and malicious, with full knowledge of Benchmade's trademark rights in BALI-SONG. As a consequence, Benchmade is entitled to injunctive relief, damages, its costs, Benson's profits, and punitive damages.

SIXTEENTH CLAIM FOR RELIEF
(Common Law False Advertising)

112. This claim arises under the common law.

113. Plaintiffs incorporate the allegations of paragraphs 1-111.

114. Benson's claims that he is an authorized BENCHMADE dealer when he is not constitutes false advertising. Upon information and belief, Benchmade has been and will continue to be damaged unless Benson is enjoined.

115. Benson's actions have been willful and malicious, with knowledge of the falsity of his claims. Benchmade is entitled to injunctive relief, damages, Benson's profits, costs, and punitive damages.

SEVENTEENTH CLAIM FOR RELIEF
(State Trademark Dilution of BENCHMADE)

116. This claim arises under the Oregon antidilution statute, O.R.S. § 647.107 (2007).

117. Plaintiffs incorporate the allegations of paragraphs 1-115.

118. Benchmade has extensively and continuously promoted and used the BENCHMADE trademark throughout the United States, including the State of Oregon, and the mark is a distinctive, famous and well-known symbol of Benchmade's products.

119. Benson's use of Benchlite dilutes and is likely to dilute the distinctive quality of BENCHMADE by eroding the public's exclusive identification of BENCHMADE with Benchmade.

120. Benson's actions have been willful and malicious, with knowledge of Benchmade's trademark rights in BENCHMADE and Benchmade is entitled to injunctive relief.

EIGHTEENTH CLAIM FOR RELIEF
(State Trademark Dilution of BENCHMITE)

121. This claim arises under the Oregon antidilution statute, O.R.S. § 647.107 (2007).

122. Plaintiffs incorporate the allegations of paragraphs 1-120.

123. Benchmade has extensively and continuously promoted and used the BENCHMITE trademark throughout the United States, including the State of Oregon, and the mark is a distinctive, famous and well-known symbol of Benchmade's products.

124. Benson's use of Benchlite dilutes and is likely to dilute the distinctive quality of BENCHMITE by eroding the public's exclusive identification of BENCHMITE with Benchmade.

125. Benson's actions have been willful and malicious, with knowledge of Benchmade's trademark rights in BENCHMITE and Benchmade is entitled to injunctive relief.

NINETEENTH CLAIM FOR RELIEF
(State Trademark Dilution of BALI-SONG and BALI-SONG and Butterfly Design)

126. This claim arises under the Oregon antidilution statute, O.R.S. § 647.107 (2007).

127. Plaintiffs incorporate the allegations of paragraphs 1-125.

128. Benchmade has extensively and continuously promoted and used the BALI-SONG trademark throughout the United States, including the State of Oregon, and the mark is a distinctive, famous and well-known symbol of Benchmade's products.

129. Benson's use of Balisong dilutes and is likely to dilute the distinctive quality of BALI-SONG and BALI-SONG and Butterfly Design by eroding the public's exclusive identification of the marks with Benchmade.

130. Benson's actions have been willful and malicious, with knowledge of Benchmade's trademark rights in BALI-SONG and BALI-SONG and Butterfly Design and Benchmade is entitled to injunctive relief.

PRAYER

Benchmade prays for judgment in its favor on all claims for relief and for an Order:

(a) that Mentor's U.S. Patent Nos. 6,550,832 and 6,675,484 are valid and infringed by defendant Benson;

(b) preliminarily and permanently enjoining Benson, his agents, officers, assigns, and all others acting in concert with defendant from making, using, selling, offering to sell within the United States, or importing into the United States, knives that infringe U.S. Patent Nos. 6,550,832 and 6,675,484, and from inducing infringement of, or contributing to infringement of such patents;

(c) requiring Benson to disclose all persons involved with the manufacture, importation, distribution, and sale of Benson's Benchlite product.

(d) for an accounting of Benson's sales of infringing knives and an award to Mentor of damages adequate to compensate Mentor for Benson's infringement of U.S. Patent Nos. 6,550,832 and 6,675,484;

(e) for an Order that the award of damages to Mentor be trebled pursuant to 35 U.S.C. §284;

(f) for an Order that this is an exceptional case and an award of reasonable attorney fees to Mentor pursuant to 35 U.S.C. §285;

(g) for Mentor's costs and disbursements incurred herein;

(h) that Benson's use of Benchlite infringes Benchmade's BENCHMADE® and BENCHMITE® trademarks under 15 U.S.C. § 1114 and under the common law, that Benchmade has been damaged by such infringement, and that such infringement was willful and malicious and in deliberate or reckless disregard of the rights of Benchmade;

(i) that Benson's use of Balisong infringes Benchmade's BALI-SONG® and BALI-SONG and Butterfly Design® trademarks under 15 U.S.C. § 1114 and under the common law, that Benchmade has been damaged by such infringement, and that such infringement was willful and malicious and in reckless disregard of the rights of Benchmade;

(j) that Benson's use of Benchlite is likely to cause confusion or mistake, or to deceive concerning the origin, sponsorship, affiliation, or association of Benson or his products with Benchmade, that Benson has unfairly competed with Benchmade under 15 U.S.C. § 1125(a) and under the common law by passing off his products as those of Benchmade, that Benchmade has been damaged by Benson's unfair competition, and that Benson's activities were willful and in deliberate or reckless disregard of the rights of Benchmade;

(k) that Benson's use of Balisong is likely to cause confusion or mistake, or to deceive concerning the origin, sponsorship, affiliation or association of Benson or his products with Benchmade, that Benson has unfairly competed with Benchmade under 15 U.S.C. § 1125(a) and under the common law by passing off his products as those of Benchmade, that Benchmade has been damaged by Benson's unfair competition, and that Benson's activities were willful and in deliberate or reckless disregard of the rights of Benchmade;

(l) that Benson's misrepresentations of himself as an authorized BENCHMADE[®] dealer is false advertising under 15 U.S.C. § 1125(a) and under the common law, that Benchmade has been damaged by such false advertising, and that Benson's activities were willful and in deliberate or reckless disregard of the rights of Benchmade;

(m) that BENCHMADE and BENCHLITE are distinctive, famous and well known symbols of Benchmade's products and that Benson's use of Benchlite dilutes the distinctive quality of BENCHMADE and BENCHMITE and has damaged Benchmade;

(n) that BALI-SONG and BALI-SONG and Butterfly Design are distinctive, famous and well-known symbols of Benchmade's products and that Benson's use of Balisong dilutes the distinctive quality of BALI-SONG and BALI-SONG and Butterfly Design;

(o) preliminarily and permanently enjoining Benson, his agents, assigns, and all those in privity with him, from using Benchlite or Balisong or claiming that Benson is an authorized dealer of Benchmade products, or that his products are provided by, associated with, sponsored by, or authorized by Benchmade;

(p) that Benson's infringement of BENCHMADE, BENCHMITE, BALI-SONG, and BALI-SONG and Butterfly Design under the common law was willful and malicious and that Benchmade is entitled to punitive damages pursuant to the common law;

(q) that Benson's passing off under the common law was willful and malicious and that Benchmade is entitled to punitive damages pursuant to the common law;

(r) that Benson's false advertising under the common law was willful and malicious and that Benchmade is entitled to punitive damages pursuant to the common law;

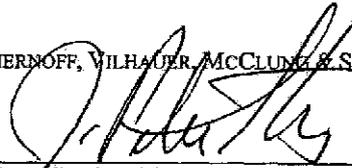
(s) awarding Benchmade its costs, its actual damages, a trebling of such damages, and Benson's profits, including profits related to use of Benchlite and Balisong by Benson, pursuant to 15 U.S.C. §1117;

(t) that this is an exceptional case and for an award of Benchmade's costs and attorney fees pursuant to 15 U.S.C. § 1117;

(u) such other relief as the Court shall deem appropriate.

DATED August 18, 2008.

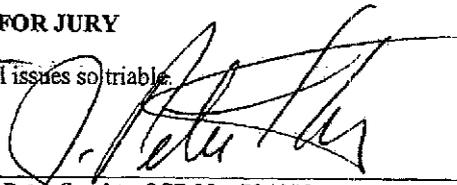
CHERNOFF, WILHAUER, MCCLUNG & STENZEL, LLP



J. Peter Staples, OSB No. 794042
Of Attorneys for Plaintiff

DEMAND FOR JURY

Plaintiff hereby demands a jury trial of all issues so triable.



J. Peter Staples, OSB No. 794042
Of Attorneys for Plaintiff

EXHIBIT 1

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

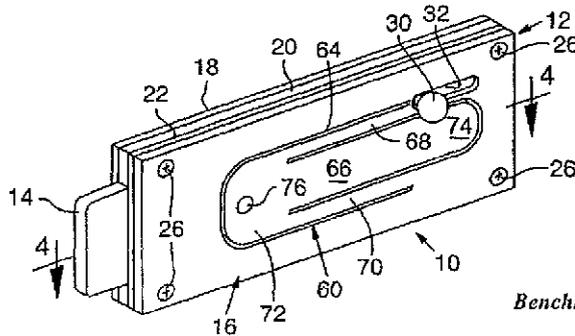
(10) Patent No.: **US 6,550,832 B2**
 (45) Date of Patent: **Apr. 22, 2003**

- (54) **ACTUATOR** 4,277,888 A * 7/1981 Szabo 30/162
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 6,226,873 B1 * 5/2001 Okumura 30/162
 6,269,993 B1 * 8/2001 Ebejer et al. 224/674
 6,393,628 B1 * 5/2002 Kellogg 4/490
- (*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.
- (21) Appl. No.: **09/918,658**
- (22) Filed: **Jul. 30, 2001**
- (65) **Prior Publication Data**
 US 2003/0020286 A1 Jan. 30, 2003
- (51) Int. Cl.⁷ **F05B 3/00**
 (52) U.S. Cl. 292/336.3; 292/152; 292/145
 (58) Field of Search 792/145, 147,
 792/150, 152, 153, 143, 173, 236.3; 30/162,
 125; 137/493.3, 527.6; 166/321
- (56) **References Cited**
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- * cited by examiner
- Primary Examiner*—Anthony Knight
Assistant Examiner—Mark Williams
 (74) *Attorney, Agent, or Firm*—ipsolan llp

(57) **ABSTRACT**

An actuator mechanism is defined by a lever arm that is integrally connected to resilient spring members. The lever arm is movable between first and second positions and is normally biased into the first position in which the actuator may engage an adjacent member, for example to provide a fluid-tight sealing relationship of to lock the adjacent member in a stationary position relative to the lever arm. Movement of the lever arm into the second position releases the engagement with the adjacent member. In one embodiment the actuator is defined by a pair of overlapping, oppositely oriented slots cut into a monolithic member to define both the lever arm and the spring members. The lever arm rocks in a teeter-totter fashion when actuated and both ends of the lever arm can be utilized to perform work.

24 Claims, 6 Drawing Sheets



**Benchmark & Mentor v. Benson
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EXHIBIT 1, Page 1 of 1

EXHIBIT 2

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

(10) Patent No.: **US 6,675,484 B2**
 (45) Date of Patent: **Jan. 13, 2004**

(54) **FOLDING TOOL LOCKING MECHANISM**

(75) Inventors: **William J. McHenry, Wyoming, RI (US); Jason L. Williams, Gloucester, RI (US)**

(73) Assignee: **Mentor Group LLC, Oregon City, OR (US)**

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 19 days.

(21) Appl. No.: **09/918,695**

(22) Filed: **Jul. 30, 2001**

(65) **Prior Publication Data**

US 2003/0019108 A1 Jan. 30, 2003

(51) Int. Cl.⁷ **B26B 1/04**

(52) U.S. Cl. **30/161; 81/177.4**

(58) Field of Search **30/160, 161; 81/440, 81/177.8; 7/118**

(56) **References Cited**

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4,447,950 A	5/1984	Mizette
4,663,845 A	5/1987	Weimann
4,860,790 A	8/1989	Scaramucci
4,939,839 A	7/1990	Gorsl
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6,122,829 A	9/2000	McHenry et al.
6,170,104 B1	1/2001	Seber et al. 7/118 X
6,223,628 B1	5/2001	Barron
6,226,873 B1	5/2001	Okumura
6,269,993 B1	8/2001	Ebejer et al.
6,393,628 B1	5/2002	Kellogg

OTHER PUBLICATIONS

U.S. patent application Ser. No. 09/918658, McHenry et al.

* cited by examiner

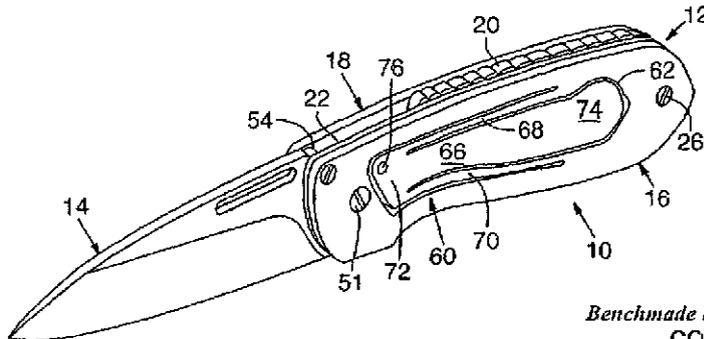
Primary Examiner—Douglas D. Watts

(74) *Attorney, Agent, or Firm*—Ipsolton Iip

(57) **ABSTRACT**

A folding tool such as a knife or multi-tool and the like has a resilient lever arm formed in a body portion. A blade pivotally connected to the body is movable between closed and open positions. A blade locking pin is carried on the lever arm, and in the normal resting position the blade locking pin engages the blade. When the blade is in the open position the lever arm biases the locking pin into locking engagement with a notch formed in the blade tang, thereby locking the blade in the open position. Actuating the lever arm disengages the locking pin from the blade, allowing the blade to be moved into the closed position. The blade may have a second notch or hole formed in the tang for engagement of the blade locking pin when the blade is closed, thereby locking the blade into the closed position.

44 Claims, 7 Drawing Sheets



Benchmark & Mentor v. Benson COMPLAINT

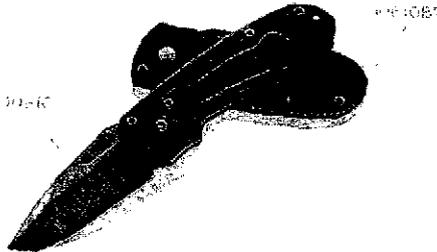
EXHIBIT 2, Page 1 of 1

EXHIBIT 3

10610 BENCHMITE® II

MCHENRY & WILLIAMS des.gn

- Drop-Point Blade Maximizes Cutting Surface Area
- Levitator® Lock Secures Blade Open and Closed
- Blank Handle Scale can be Personalized
- Weighs Less Than 2 Ounces

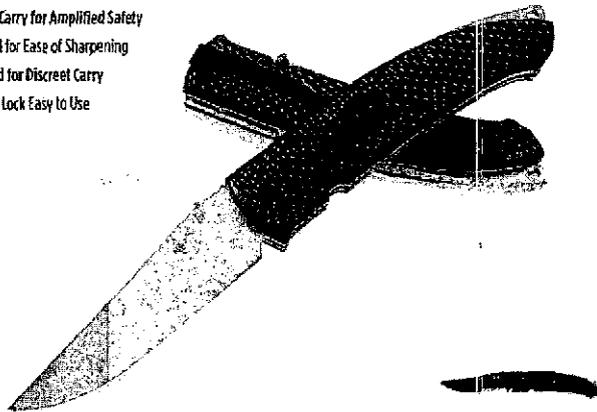


10610DESIGNER: Bill McHenry & Jason Williams **LOCKING MECHANISM:** Levitator® Lock **BLADE STYLE & OPENER:** Modified Drop Point, Nail Nick **BLADE STEEL:** AUS-8 Stainless Steel (58-60HRC) **BLADE LENGTH:** 1.92" (4.88cm) **BLADE THICKNESS:** 0.086" (2.18mm) **OPEN:** 4.76" (12.09cm) **CLOSED:** 2.83" (7.19cm) **WEIGHT:** 1.60oz (45.36gm) **HANDLE SPECS:** 420 Stainless Steel Scales, 420 Stainless Steel Single-Sided Liner, 420 Stainless Steel Spacer; 10610BP with BP Coated Blade and Outer Handle Scales **HANDLE THICKNESS:** 0.242" (6.15mm) **COUNTRY OF ORIGIN:** Taiwan **BLADE CONFIGURATIONS:** 10610 \$35, 10610BP \$40

10600 SNIPE®

FECAS design

- Tip Down Carry for Amplified Safety
- Open Chisel for Ease of Sharpening
- Clip Placed for Discreet Carry
- Levitator® Lock Easy to Use



10600DESIGNER: Steve Fecas **LOCKING MECHANISM:** Levitator® Lock **BLADE STYLE & OPENER:** Modified Drop Point; Thumb-Stud **BLADE STEEL:** AUS-8 Stainless Steel (58-60HRC) **BLADE LENGTH:** 3.97" (10.08cm); **BLADE THICKNESS:** 0.095" (2.41mm) **OPEN:** 9.30" (23.82cm) **CLOSED:** 5.33" (13.54cm) **WEIGHT:** 5.62oz (159.32gm) **HANDLE SPECS:** Molded Thermoplastic, Removable Steel Deep Carry-Clip **HANDLE THICKNESS:** 0.597" (15.16mm) **COUNTRY OF ORIGIN:** Taiwan **BLADE CONFIGURATIONS:** 10600 \$50, 10600S \$50, 10600SB \$55

IT'S AUTOMATIC

Benchmade Knife Company manufactures what are arguably the finest automatic* knives available in the world today. These knives are made to the same, exacting performance standards as the rest of our knives.

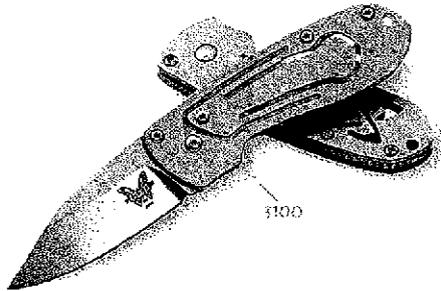
*Within the United States, automatic open knives are subject to compliance with the Federal Statutes of interstate commerce.

BENCHMADE

3100 AUTOBENCHMITE® MCHENRY & WILLIAMS design

The Benchmite is the smallest automatic that Benchmade offers, but its diminutive size does not limit its fun factor.

- Auto-Levigator® is a Secure and Simple Auto Blade Actuation
- Exceptionally Light and Thin for Ease of Carry
- Celtic Knot Pattern Gives Attractive Look



3100DESIGNERS: BIN McHenry & Jason Williams **LOCKING MECHANISM:** Auto-Levigator Lock **BLADE STYLE & OPENER:** Clip-Point, Auto-Levigator **BLADE STEEL:** 154CM Stainless Steel Hardened to 58-61HRC **BLADE LENGTH:** 1.95" (4.95cm) **BLADE THICKNESS:** 0.084" (2.13mm) **OPEN:** 4.75" (12.07cm) **CLOSED:** 2.84" (7.24cm) **WEIGHT:** 1.20oz (34gm) **HANDLE SPECS:** Stainless Steel **HANDLE THICKNESS:** 0.24" (0.61cm) **COUNTRY OF ORIGIN:** USA **BLADE CONFIGURATION:** 3100 \$125

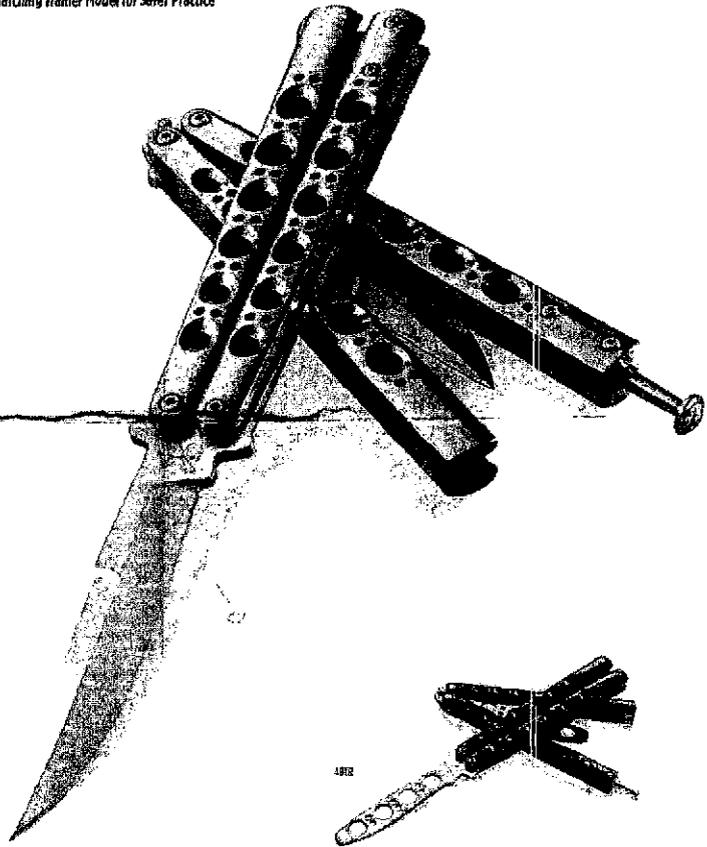
Benchmade & Mentor v. Benson
COMPLAINT

EXHIBIT 3, Page 2 of 2

EXHIBIT 4

42 BALI-SONG®
40TR BALI-SONG®
BENCHMADE *design*

- Practical Weehawk Blade Shape
- Skeletonized Titanium Handles
- Spring Latch for Easy Open
- Unparalleled Benchmade Fit and Finish
- Matching Trainer Model for Safer Practice



42 DESIGNER: Benchmade LOCKING MECHANISM: Integrated Spring Latch BLADE STYLE: Weehawk BLADE STEEL: 15.4CM Stainless Steel (58-61HRC) BLADE LENGTH: 4.20" (10.67cm) BLADE THICKNESS: 0.125" (3.18mm) OPEN: 9.40" (23.88cm) CLOSED: 5.54" (14.07cm) WEIGHT: 4.40oz (124.74gm) HANDLE SPECS: Skeletonized Cast 6AL-4V Titanium HANDLE THICKNESS: 0.53" (1.35cm) SHEATH: Soft; Belt Carry COUNTRY OF ORIGIN: USA BLADE CONFIGURATIONS: 42 \$230

40TR Same Size, Weight And Balance As Titanium Model 40 Series; Skeletonized Trainer Safe Blade (440C Stainless Steel) COUNTRY OF ORIGIN: USA BLADE CONFIGURATIONS: 40TR \$180

Benchmade & Mentor v. Benson
COMPLAINT

EXHIBIT 5



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August 18 2008

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- Automatic Switchblades
- Balisong Butterflies
- California Legal Switchblades - 2 Inches
- Camping & Outdoor
- Carving Knives
- Custom Built Hand Made Switchblades
- Defensive Belt Buckles
- Head-Lite Hats
- Knife Maintenance
- Knife Sharpeners
- Knife Sheaths & Cases
- Linerlock Knives
- Non-Metallic Knives
- Rescue Knives
- Roll Tech Knives
- Samurai Knives
- Self Defense
- Slingshots
- Spring Assist Knives
- Switchblade Kits
- Switchblade Parts, Tons, & Accessories
- Tools
- Accepted Payments
- Paying by Revolution
- International Orders
- Switchblade Kit
- Conversion Instructions
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Black Benchmite Hidden Release California Legal



ENLARGE

You Won't Be Able To Tell This One From The Real Thing! Stainless Steel Construction. California Legal Hidden Release Automatic Switchblade. Press Handle Insert For Automatic Opening. Pocket Clip Also Acts As Money Clip! These Are One Of The Coolest Knives I Have Come Across! Will Make Great Gifts For The Holidays! Thickness: .25" Overall Length: 4 3/4" Blade Length: 1 9/16"

- Play Video



ENLARGE

\$19.99

Quantity: 1

**Benchmade & Mentor v. Benson
COMPLAINT**

EXHIBIT 5, Page 1 of 2



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ShopPal merchants are independent businesses and are not affiliated with ShopPal LLC.



Benchmade & Mentor v. Benson
COMPLAINT

EXHIBIT 5, Page 2 of 2

1/18
MK

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

BENCHMADE KNIFE CO., INC., an Oregon
Corporation, and MENTOR GROUP, L.L.C.,
an Oregon Limited Liability Corporation,

CV '08-967--HA
Case No. _____

Plaintiffs,

CORPORATE DISCLOSURE STATEMENT

v.

PATENT CASE
TRADEMARK CASE

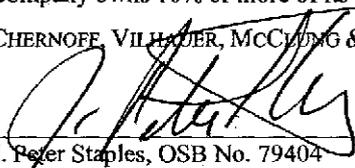
JONATHAN A. BENSON, an individual
doing business as Roadside Imports,

Defendant

Pursuant to Local Rule 83.16, plaintiff Benchmade Knife Co., Inc. states that it has no parent corporations and that no publicly held company owns 10% or more of its stock.

DATED August 18, 2008.

CHERNOFF, VILHAUER, MCCLUNG & STENZEL, LLP



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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

BENCHMADE KNIFE CO., INC., an Oregon Corporation, and **MENTOR GROUP, L.L.C.**, an Oregon Limited Liability Corporation,

CV '08-967 - HA

Plaintiffs,

CORPORATE DISCLOSURE STATEMENT

v.

**PATENT CASE
TRADEMARK CASE**

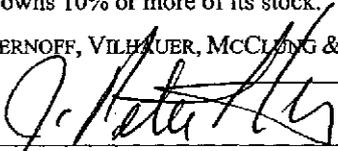
JONATHAN A. BENSON, an individual doing business as Roadside Imports,

Defendant

Pursuant to Local Rule 83.16, plaintiff Mentor Group, L.L.C. states that it has no parent corporations and that no publicly held company owns 10% or more of its stock.

DATED August 18, 2008.

CHERNOFF, VILHAUER, MCCLUNG & STENZEL, LLP



J. Peter Staples, OSB No. 79404
Of Attorneys for Plaintiffs