

**FILED**

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CLERK US DISTRICT COURT  
WESTERN DISTRICT OF TEXAS

BY

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**INTERACTIVE LIFE FORMS, LLC and  
STEVEN A. SHUBIN,**

**Plaintiffs,**

**V.**

**KEITH WENG, HAO QI WENG,  
MARTIN LOGAN, LEGEND TOYS,  
CHERRY EROTIC, CLAREDALE  
DISTRIBUTORS PTY LTD, and  
LA VIVA BLUE PTY LTD,**

## Defendants.

[illegible]

**CIVIL ACTION NO. 1:12-cv-1182-SS**

**PLAINTIFFS' FIRST AMENDED COMPLAINT**

Plaintiffs Interactive Life Forms, LLC (“ILF”) and Steven A. Shubin (“Shubin”) file this First Amended Complaint against Defendants Keith Weng, Hao Qi Weng, Martin Logan, Legend Toys, Cherry Erotic, Claredale Distributors Pty Ltd (“Claredale Distributors”), and La Viva Blue Pty Ltd (“La Viva Blue”), and allege the following:

### NATURE OF THE ACTION

1. This is an action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.*; for trademark infringement and unfair competition under the United States Trademark (Lanham) Act 15 U.S.C. § 1051, *et seq.*; and for Fraud on the Trademark Office and Trademark Cancellation under 15 U.S.C §§ 1119 and 1120.

2. This lawsuit is brought to stop Defendants from infringing valuable intellectual property rights, including trademarks and patents relating to the Fleshlight product of Plaintiff ILF.

3. Plaintiff ILF has invested significantly in its Fleshlight products and enjoys widespread consumer success.

4. “Lovelight” products, and other copies of Fleshlight products, as well as the “La ViVA Lovelight” trademark, constitute an apparent intentional effort to imitate and/or cause confusion with respect to Plaintiff ILF’s successful Fleshlight product and the related trademark.

5. In addition, Defendant Claredale Distributors engages in activities related to the sale, and offer for sale, in this district as well as elsewhere within the United States of America, of products infringing the patent-in-suit directly and/or indirectly.

6. One or more other Defendants, alone or in concert with others, engage in activities related to the sale, and offer for sale, in this district as well as elsewhere within the United States of America, products infringing the patent-in-suit directly and/or indirectly.

7. Defendants’ infringement of Plaintiff ILF’s intellectual property rights harms Plaintiff ILF, as well as Plaintiff ILF’s customers who may be confused and deceived by Defendants’ products and/or Defendants unauthorized use of the FLESHLIGHT trademark.

8. Plaintiff ILF respectfully seeks intervention of this Court to stop Defendants from continuing their present activities.

#### **THE PARTIES**

9. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

10. Plaintiff ILF has a principal place of business at 4401 Freidrich Lane, Suite 302, Austin, Texas 78744.

11. Plaintiff Shubin owns all rights, titles, and interests in U.S. Patent No. 5,782,818 (“the ‘818 patent”), U.S. Patent No. 5,807,360 (“the ‘360 patent”), as well as the FLESHLIGHT trademark, and has exclusively licensed the foregoing to Plaintiff ILF.

12. On information and belief, Defendant Keith Weng is an individual residing at 14/89 Gow Street, Padstow, New South Wales, Australia 2211.

13. Alternatively, on information and belief, Defendant Keith Weng is an individual residing at 19 Pittwater Road, Gradesville, New South Wales, Australia, 2111.

14. On information and belief, Defendant Keith Weng is part of a collaboration with Defendant Martin Logan that launched Defendant Legend Toys according to a press release dated Wednesday, December 19, 2012.

15. On information and belief, Defendant Keith Weng owns or controls Defendant Legend Toys in whole or in part.

16. On information and belief, Defendant Keith Weng owns or controls Defendant Claredale Distributors in whole or in part.

17. On information and belief, Defendant Keith Weng owns or controls Defendant La Viva Blue in whole or in part.

18. On information and belief, Defendant Hao Qi Weng is the same individual as Keith Weng.

19. Alternatively, on information and belief, Defendant Hao Qi Weng is an individual residing at 19 Pittwater Road, Gradesville, New South Wales, Australia, 2111 as evidenced in his applications for the La Viva and La Viva Lovelight trademarks before the United States Patent and Trademark Office ("USPTO").

20. On information and belief, Defendant Martin Logan is an individual residing in New South Wales, Australia.

21. On information and belief, Defendant Martin Logan is part of a collaboration with Defendant Keith Weng that launched Defendant Legend Toys according to a press release dated Wednesday, December 19, 2012.

22. On information and belief, Defendant Martin Logan owns or controls Defendant Legend Toys in whole or in part.

23. On information and belief, Defendant Martin Logan owns or controls Defendant Cherry Erotic in whole or in part.

24. On information and belief, Defendant Legend Toys was launched on or before Wednesday, December 19, 2012.

25. On information and belief, Defendant Legend Toys is a collaboration between Defendant Keith Weng and Defendant Martin Logan.

26. On information and belief, Defendant Legend Toys is associated with Defendant Claredale Distributors as evidenced by products having the brand "Legend" in a catalog of Defendant Claredale Distributors.

27. On information and belief, Defendant Legend Toys is a business name registered in Australia by one or more of the other Defendants, with a principal place of business located at: <http://www.legend-toys.com>.

28. On information and belief, Defendant Cherry Erotic is a business name registered in Australia by one or more of the other Defendants, with a principal place of business located at: <http://www.cherryerotic.com.au>.

29. On information and belief, Defendant Claredale Distributors is an Australian Proprietary Limited Company having a principal place of business located at 2 Thomas Street, Hawthorn Victoria, Australia 3122.

30. On information and belief, Defendant La Viva Blue is an Australian Proprietary Limited Company having a principal place of business located at 2 Thomas Street, Hawthorn Victoria, Australia 3122.

31. Defendant La Viva Blue sold, sells, and offers for sale in the Western District of Texas multiple versions of the Lovelight product.

32. Defendant La Viva Blue sold, sells, and offers for sale the Lovelight product in collaboration with Defendant Claredale Distributors.

33. On information and belief, Defendant La Viva Blue sold, sells, and offers for sale the Lovelight product in collaboration with Defendant Keith Weng.

#### **JURISDICTION AND VENUE**

34. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

35. This Court has subject matter jurisdiction under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332, 1338, and 1367.

36. This Court has personal jurisdiction over each of the Defendants.

37. Defendant Keith Weng has been served in this matter.

38. Defendant Hao Qi Weng has been served in this matter.

39. Defendant Martin Logan has been served in this matter.

40. Defendant Legend Toys has been served in this matter.

41. Defendant Cherry Erotic has been served in this matter.

42. Defendant Martin Logan telephonically attended a hearing before this Court in this matter.

43. Defendant Legend Toys telephonically attended a hearing before this Court in this matter.

44. On information and belief, Defendant Keith Weng telephonically attended a hearing before this Court in this matter.

45. On information and belief, Defendant Hao Qi Weng telephonically attended a hearing before this Court in this matter.

46. On information and belief, Defendant Cherry Erotic telephonically attended a hearing before this Court in this matter.

47. On information and belief, each Defendant conducts, or assists in the conduction of, business within the State of Texas by way of, at a minimum, an Internet business.

48. On information and belief, each Defendant, directly or through intermediaries or other relationships (including but not limited to distributors, retailers, agents, alter-egos and/or others) ships, distributes, offers for sale, sells, and advertises its products in the United States, the State of Texas, and the Western District of Texas.

49. On information and belief, each Defendant has purposefully and voluntarily placed infringing products in the stream of commerce with the expectation that its products will be purchased by end users in the Western District of Texas.

50. Venue is proper under 28 U.S.C. § 1391 and 28 U.S.C. § 1400.

#### **FACTUAL ALLEGATIONS**

51. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

52. The FLESHLIGHT trademark issued on February 23, 1999 as U.S. Trademark Registration No. 2,225,503 on the principal register.

53. Plaintiff ILF is a Texas Limited Liability Company designing and selling adult toys, including masturbatory tools.

54. Plaintiff ILF, or its legal predecessor in interest, has been selling its "Fleshlight" product since 1996.

55. From at least June 1997 until the present, Plaintiff ILF, or its legal predecessor in interest, has continually used the FLESHLIGHT trademark, as well as variations of the FLESHLIGHT trademark in commerce, throughout Texas and elsewhere.

56. Since 1997, the FLESHLIGHT trademark has established substantial goodwill.

57. Plaintiff ILF has developed an excellent reputation throughout the United States, as well as internationally.

58. Plaintiff ILF's products using the FLESHLIGHT trademark have developed an excellent reputation throughout the United States, as well as internationally.

59. Plaintiff ILF has invested significantly in advertising the FLESHLIGHT trademark in association with Plaintiff ILF's products.

60. Plaintiff ILF is the exclusive licensee of the '818 patent, duly and properly issued by the U.S. Patent and Trademark Office on July 21, 1998.

61. In part, the product associated with the FLESHLIGHT trademark is covered by the claims of the '818 patent.

62. Plaintiff ILF is the exclusive licensee of the '360 patent, duly and properly issued by the U.S. Patent and Trademark Office on September 15, 1998.

63. In part, the product associated with the FLESHLIGHT trademark is covered by the claims of the '360 patent.

64. Plaintiff ILF is the exclusive licensee of the FLESHLIGHT trademark and has an exclusive right to enforce the FLESHLIGHT trademark.

65. Plaintiff Shubin owns all rights, titles, and interests in the '360 patent, the '818 patent, and the FLESHLIGHT trademark.

66. On information and belief, Defendant Legend Toys is an online e-commerce site with a principal place of business in New South Wales, Australia.

67. Defendant Martin Logan is the Marketing Director of Legend Toys.

68. On or about December 26, 2012, Defendant Martin Logan e-mailed Plaintiff Shubin, the owner of the '360 and '818 patents and FLESHLIGHT trademark.

69. On or about December 26, 2012, Defendant Martin Logan informed Mr. Shubin that Legend Toys was "responsible for the *Lovelight*®."

70. Furthermore, the December 26, 2012 e-mail from Defendant Logan references additional e-mails between himself, Defendant Weng, Steven Shubin, and Matthew Esber, General Counsel of ILF. The tone of those additional e-mails makes clear that Defendant Martin Logan was apparently "responsible for the *Lovelight*®."

71. In the referenced e-mails, dating back to November 22, 2011, Defendant Weng informs Shubin of his "new product" – Lovelight.

72. On information and belief, Defendant Martin Logan is also associated with Cherry Erotic, an online e-commerce site selling and distributing infringing products under a *Lovelight* trademark.

73. Via counsel, Defendant Hao Qi Weng filed for registration of the trademark "La ViVa Lovelight" on March 6, 2011.



74. The trademark “La ViVa Lovelight” is allegedly associated with “Adult sexual stimulation aids [and] masturbators...”

75. The trademark “La ViVa Lovelight” was allegedly first used in commerce in the United States of America at least as early as May 28, 2009.

76. Via counsel, Defendant Hao Qi Weng filed for registration of the trademark “La ViVa” on August 3, 2009.

77. The trademark “La ViVa” is allegedly associated with “Adult sexual stimulation aids [and] masturbators...”

78. The trademark “La Viva” was allegedly first used in commerce in the United States of America at least as early as October 1, 2006.

79. On information and belief, Defendant Hai Qi Weng and Defendant Keith Weng are one and the same person.

80. On information and belief, Defendant Claredale Distributors is a wholesale distributor with a principal place of business in Australia.

81. On information and belief, Defendant Claredale Distributors is owned by Defendant Keith Weng.

82. On information and belief, La ViVa is a brand of products offered by Defendant Claredale Distributors.

83. On information and belief, orders placed with the La ViVa Blue online store are supported by Defendant Claredale Distributors.

84. On information and belief, Defendant Weng and/or others acting at the direction of Defendant Keith Weng had a copy of a Fleshlight product manufactured.

85. On information and belief, said copy of the Fleshlight product was manufactured in China.

86. On information and belief, Defendant Weng displayed and marketed for sale a copy of the Fleshlight product at a convention in Brisbane, Australia in 2008.

87. On information and belief, Defendant Keith Weng has displayed and marketed for sale "Flesh Lovelights" as recently as July and August 2012.

88. On information and belief, Claredale Distributors is the manufacturer of, or contracts for the manufacture of, the La ViVa Lovelight products.

89. On information and belief, the La ViVa Lovelight products have been sold under the name "Fleshlight."

90. Defendant Keith Weng was made aware of the FLESHLIGHT trademark prior to the commencement of this action and asked to refrain from further use of the trademark.

91. Defendant Claredale Distributors was made aware of the FLESHLIGHT trademark prior to the commencement of this action and asked to refrain from further use of the trademark.

92. Prior to the date of filing of this First Amended Complaint, Plaintiff ILF has received consumer communications regarding confusion over the source of unauthorized and counterfeit Fleshlight products produced and sold under the Lovelight and Flesh Love Light names. On information and belief, those sales took place at the direction of Defendant Keith Weng, both through Claredale Distributors, and also separately.

93. Prior to the date of filing of this First Amended Complaint, consumers have complained about the low quality of these good, which they believe to be Fleshlight brand products.

**COUNT ONE**  
**PATENT INFRINGEMENT**

94. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

95. Plaintiff ILF is the exclusive licensee of the '818 patent, entitled "Device for Discreet Sperm Collection," duly and properly issued by the U.S. Patent and Trademark Office on July 21, 1998. A copy of the '818 patent is attached as Exhibit A. A copy of the Exclusive License Agreement for the '818 patent is attached as Exhibit B.

96. Plaintiff ILF is the exclusive licensee of the '360 patent, entitled "Device for Discreet Sperm Collection," duly and properly issued by the U.S. Patent and Trademark Office on September 15, 1998. A copy of the '360 patent is attached as Exhibit C. A copy of the Exclusive License Agreement for the '360 patent is attached as Exhibit B.

97. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '360 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by the claims of the '360 patent, including, by way of example and not limitation, the La Viva Lovelight.

98. Additionally, Defendant Claredale Distributors has offered, and is currently offering infringing products on its website [www.claredaledistributors.com.au](http://www.claredaledistributors.com.au) where it directs consumers to online retailers for those products.

99. According to the file history of the La Viva Trademark Application filed by Defendant Hao Qi Weng with the USPTO on August 3, 2009, the La Viva mark was first used in commerce in the United States of America at least as early as October 1, 2006.

100. The specimen of use filed with the USPTO is a portion of Defendant Claredale Distributors products catalog which includes a picture of LaViva product number LV11, a LaViva Masturbator which, on information and belief, infringes the '360 patent. Presuming Defendant Hao Qi Weng did not commit perjury to the USPTO by falsely claiming use in commerce in the United States of America, then by selling or offering to sell an infringing product both he and Defendant Claredale Distributors have infringed.

101. According to the file history of the La Viva Lovelight Trademark Application filed by Defendant Hao Qi Weng with the USPTO on March 6, 2011, the La Viva Lovelight mark was first used in commerce in the United States of America at least as early as May 28, 2009.

102. The specimen of use filed with the USPTO includes a picture of LaViva product which, on information and belief, infringes the '360 patent. Presuming Defendant Hao Qi Weng did not commit perjury to the USPTO by falsely claiming use in commerce in the United States of America, then by selling or offering to sell an infringing product both he and Defendant La Viva Blue have infringed.

103. On information and belief, the '818 patent is similarly infringed.

104. Defendants have directly and indirectly profited through the infringement of the '360 and '818 patents. As a result of Defendants' unlawful infringement of the '360 patent and the '818 patent, Plaintiff ILF has suffered and will continue to suffer damage. Plaintiff ILF is entitled to recover from Defendants the damages suffered by Plaintiff ILF as a result of Defendants' unlawful acts.

105. On information and belief, Defendants' infringement of the '360 patent and the '818 patent is willful and deliberate, entitling Plaintiff ILF to enhanced damages and reasonable attorney fees and costs.

106. On information and belief, Defendants intend to continue their unlawful infringing activity, and Plaintiff ILF continues to and will continue to suffer irreparable harm from such unlawful infringing activity unless Defendants are enjoined by this Court.

**COUNT TWO**  
**TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114 AND**  
**UNFAIR COMPETITION UNDER 15 U.S.C. § 1125**

107. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

108. Plaintiff ILF is the exclusive licensee of the FLESHLIGHT trademark. The FLESHLIGHT trademark issued on February 23, 1999 as U.S. Registration No. 2225503 on the principal register. A copy of the FLESHLIGHT trademark registration is attached as Exhibit D. A copy of the Exclusive License Agreement for the '503 registration is attached as Exhibit E.

109. The '503 Registration for the FLESHLIGHT trademark is in full force and effect.

110. Plaintiff ILF first used the FLESHLIGHT trademark in the United States at least as early as June 17, 1997.

111. As a result of Plaintiff ILF's longstanding and continuous use, substantial sales, and widespread distribution of such efforts in commerce throughout the United States, the FLESHLIGHT trademark has become well known and accepted by the public, and serves to distinguish Plaintiff ILF's goods from those of others.

112. Defendants prior and current use of the LA VIVA, LA VIVA LOVELIGHT, LOVELIGHT, FLESH LOVELIGHT and FLESHLIGHT marks in connection with product offerings by Plaintiff ILF is likely to cause confusion, to cause mistake, or to deceive the public into believing that the masturbatory aids and adult toys sold by Defendants originate with Plaintiff

ILF, are associated with Plaintiff ILF, are sponsored by Plaintiff ILF, are offered with the approval of Plaintiff ILF, and/or are offered under Plaintiff ILF's supervision and control.

113. Defendants' use of the LA VIVA LOVELIGHT trademark was expressly intended or designed to cause such actual confusion and/or likely further and future confusion.

114. Defendants' actions constitute trademark infringement in violation of 15 U.S.C. § 1114 and unfair competition under 15 U.S.C. § 1125(a)(1).

115. On information and belief, Defendants acts have been and are being committed with the deliberate purpose and willful intent of appropriating and trading upon Plaintiff ILF's goodwill and reputation.

116. Defendants' activities entitle Plaintiff ILF to damages, including but not limited to enhanced damages and attorneys' fees, under 15 U.S.C. § 1117.

117. On information and belief, Defendants intend to continue their unlawful infringing activity, and Plaintiff ILF continues to and will continue to suffer irreparable harm from such unlawful infringing activity unless Defendants are enjoined by this Court.

**COUNT THREE**  
**TRADEMARK CANCELLATION**

118. Plaintiff ILF re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

119. Plaintiff ILF's use of the FLESHLIGHT trademark has been well known in the industry since at least 1997; whereas, Defendant Weng declared that the date La Viva Lovelight was first used in commerce was May 28, 2008, over ten years after the first use of the FLESHLIGHT trademark.

120. On information and belief, Defendant Hao Qi Weng failed to disclose knowledge of the FLESHLIGHT trademark when he filed for La ViVa Lovelight on March 6, 2011.

121. Defendant Hao Qi Weng was aware that registration of La Viva Lovelight trademark was likely to cause confusion, or to cause mistake, or to deceive.

122. Had the USPTO been made aware of the FLESHLIGHT trademark at the time of Defendant Hao Qi Weng's registration of La Viva Lovelight, the La Viva Lovelight trademark would not have been registered to Defendant Hao Qi Weng. Defendant Hao Qi Weng's knowingly false and material failure to disclose the FLESHLIGHT trademark to the USPTO violated 15 U.S.C. § 1120.

123. Plaintiff ILF therefore seeks an order from the Court ordering the Commissioner of Patents and Trademarks to cancel the registration of the La ViVA Lovelight trademark pursuant to 15 U.S.C. §§ 1119 and 1120.

124. To the extent any allegation is made in this litigation that there has been no use in commerce in the United States of America with respect to products shown in specimens of use Defendant Hao Qi Weng filed with the USPTO and claimed as goods and services offered in connection with the La ViVA trademark (U.S. Reg. No. 3,836,844) and/or the La ViVA Lovelight trademark (U.S. Reg. No. 4,041,312), Plaintiff ILF seeks an order from the Court ordering the Commissioner of Patents and Trademarks to cancel the registration of the relevant La ViVa and/or La ViVA Lovelight registration.

#### **DEMAND FOR A JURY TRIAL**

125. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff ILF respectfully requests a trial by jury of all issues properly triable by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs ILF and Shubin respectfully request entry of judgment in their favor and against Defendants including the following:

- a) For a judgment declaring that Defendants have infringed the '360 patent;
- b) For a judgment awarding Plaintiff ILF compensatory damages as a result of Defendants' infringement of the '360 patent, together with interest and costs;
- c) For a judgment declaring that Defendants have infringed the '818 patent;
- d) For a judgment awarding Plaintiff ILF compensatory damages as a result of Defendants' infringement of the '818 patent, together with interest and costs;
- e) For a judgment declaring that Defendants' infringement of these patents has been willful and deliberate;
- f) For a judgment awarding Plaintiff ILF treble damages and pre-judgment interest under 35 U.S.C. § 284 as a result of Defendants' willful and deliberate infringement of these patents;
- g) For a judgment declaring that the offer for sale and sale of products under the LA VIVA, LA VIVA LOVELIGHT, LOVELIGHT, FLESH LOVELIGHT and/or FLESHLIGHT marks in competition with Plaintiff ILF constitute trademark infringement under 15 U.S.C. § 1114 and unfair competition under 15 U.S.C. § 1125 and also that Defendants' acts constitute willful infringement under 15 U.S.C. § 1117;
- h) For a judgment ordering that Defendants pay any and all damages available under 15 U.S.C. § 1117, including court costs, expenses, enhanced damages, and attorney's fees;
- i) For a grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Defendants from further acts of infringement;
- j) For a grant of permanent injunction, enjoining the Defendants from further acts of trademark infringement and unfair competition;



k) For an order from the Court ordering the Commissioner of Patents and Trademarks to cancel the registration of the La ViVa and La ViVA Lovelight trademarks; and

l) For such other and further relief as the Court deems just and proper.

Respectfully submitted this 13th day of February, 2013.

s/Charles J. Rogers

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**ATTORNEYS FOR PLAINTIFFS**

**INTERACTIVE LIFE FORMS, LLC AND**

**STEVEN A. SHUBIN**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 13th day of February 2013, I served the foregoing *Plaintiffs'* ***First Amended Complaint*** on counsel for Defendants Keith Weng, Hao Qi Weng, Martin Logan, Legend Toys, and Cherry Erotic (shown below) by e-mail pursuant to an agreement to accept service by e-mail pending his filing of a Notice of Appearance.

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**Attorney for Defendants**

**Keith Weng, Hao Qi Weng, Martin Logan, Legend Toys, and Cherry Erotic**

Summons will be issued for service on Defendants Claredale Distributors Pty Ltd and La Viva Blue Pty Ltd, which were added as parties through this First Amended Complaint.

/s/Charles J. Rogers  
Charles J. Rogers



## Exhibit A

U.S. Patent No. 5,807,360  
(the '360 patent)



US005807360A

# United States Patent [19]

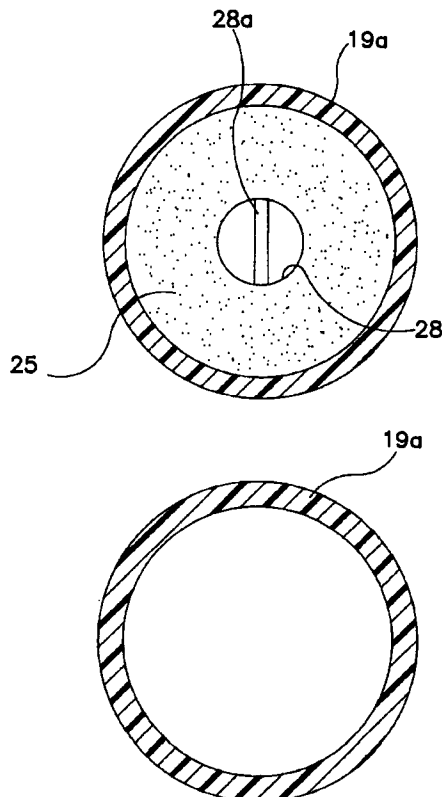
**Shubin**

[11] **Patent Number:** **5,807,360**[45] **Date of Patent:** **\*Sep. 15, 1998**[54] **DEVICE FOR DISCREET SPERM COLLECTION**[76] **Inventor:** **Steven A. Shubin**, 801 N. Weston La., Austin, Tex. 78733[\*] **Notice:** The term of this patent shall not extend beyond the expiration date of Pat. No. 5,782,818.[21] **Appl. No.:** **722,475**[22] **Filed:** **Sep. 27, 1996**[51] **Int. Cl.<sup>6</sup>** ..... **F25D 23/12**[52] **U.S. Cl.** ..... **604/349; 600/38; 128/897**[58] **Field of Search** ..... 128/760, 897, 128/917; 600/38; 604/349; 62/457.1-457.4; 220/625, 739[56] **References Cited****U.S. PATENT DOCUMENTS**

2,757,517	8/1956	Goldberg	62/457.4
4,393,975	7/1983	Moore	62/457.2
4,741,176	5/1988	Johnson et al.	62/457.4
5,005,374	4/1991	Spitler	62/457.2
5,458,559	10/1995	Gauntlett	600/38

*Primary Examiner*—Robert A. Clarke*Attorney, Agent, or Firm*—John S. Munday; Stephen G. Stanton[57] **ABSTRACT**

A device useful for collection of sperm from human males, preferably in a discreet and camouflaged manner. The device includes an outer shell having a generally tubular inside chamber and an exterior with the appearance of an ordinary device normally found in a public environment such as one having the appearance of a flashlight. The shell provides access to the chamber via at least one removable cap having an exterior appearance compatible with the ordinary device. The chamber is filled by an insert formed from an elastomeric gel having the general tactile feel of human flesh. One end of the insert has an opening simulating a body orifice. The insert includes a central passage sized to accommodate a human male sex organ in said opening while providing at least a cushioning amount of the elastomeric gel. A preferred insert includes radially extending high points for engagement with the chamber and radially extending low points for expansion of the central passage during use. The preferred elastomeric gel is formed from a mixture of plasticizing oil and a block copolymer selected from styrene ethylene butylene styrene block copolymers and styrene ethylene propylene styrene block copolymers. The preferred elastomeric gel is formed from a mixture of 5–9% by weight of the block copolymer and 90–94% by weight of the plasticizing oil, and trace amounts of pigments and fillers.

**12 Claims, 6 Drawing Sheets**

U.S. Patent

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5,807,360

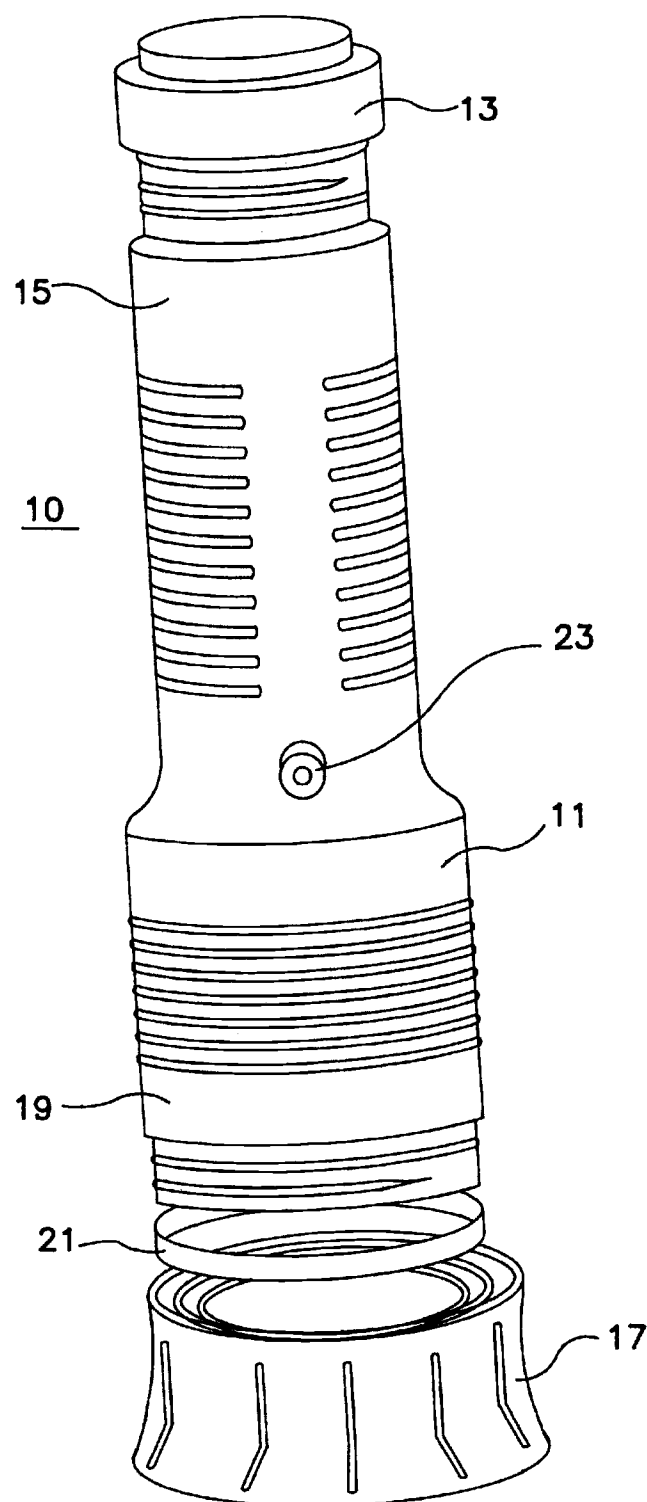


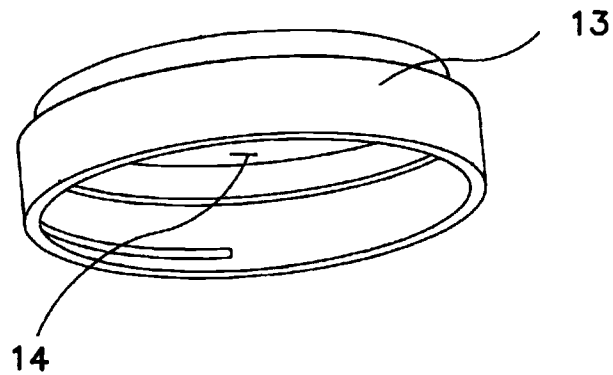
FIG. 1

**U.S. Patent**

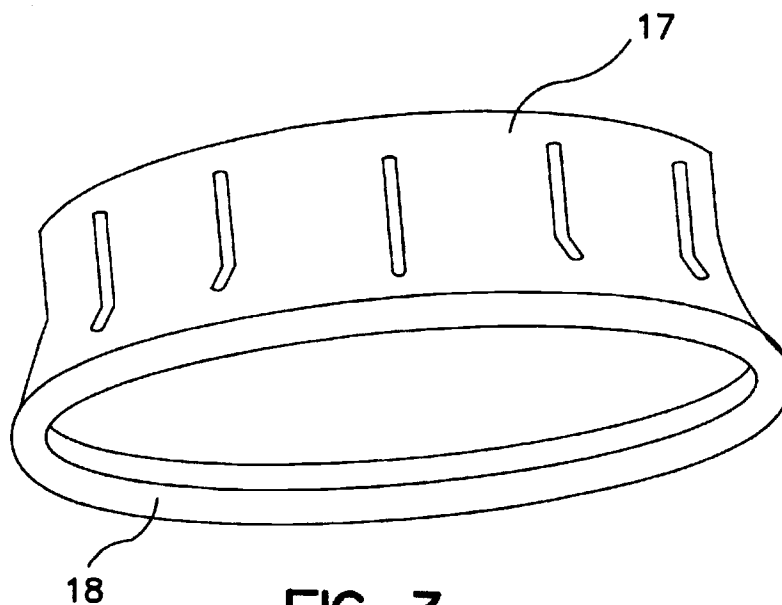
Sep. 15, 1998

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**5,807,360**



**FIG. 2**



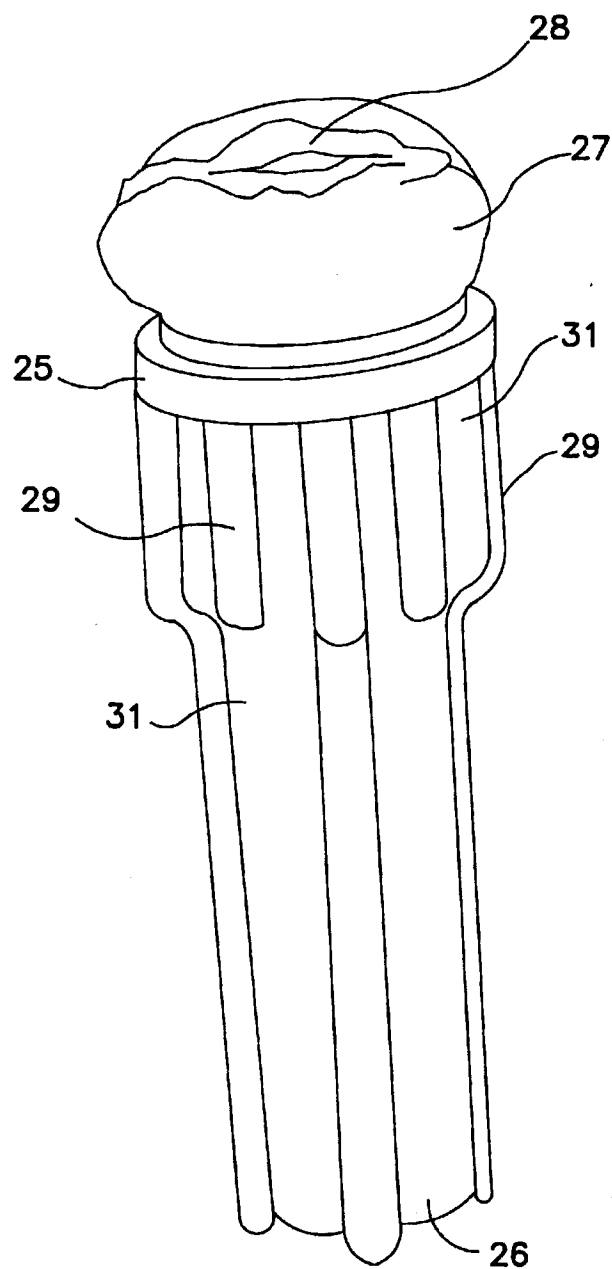
**FIG. 3**

**U.S. Patent**

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**FIG. 4**

U.S. Patent

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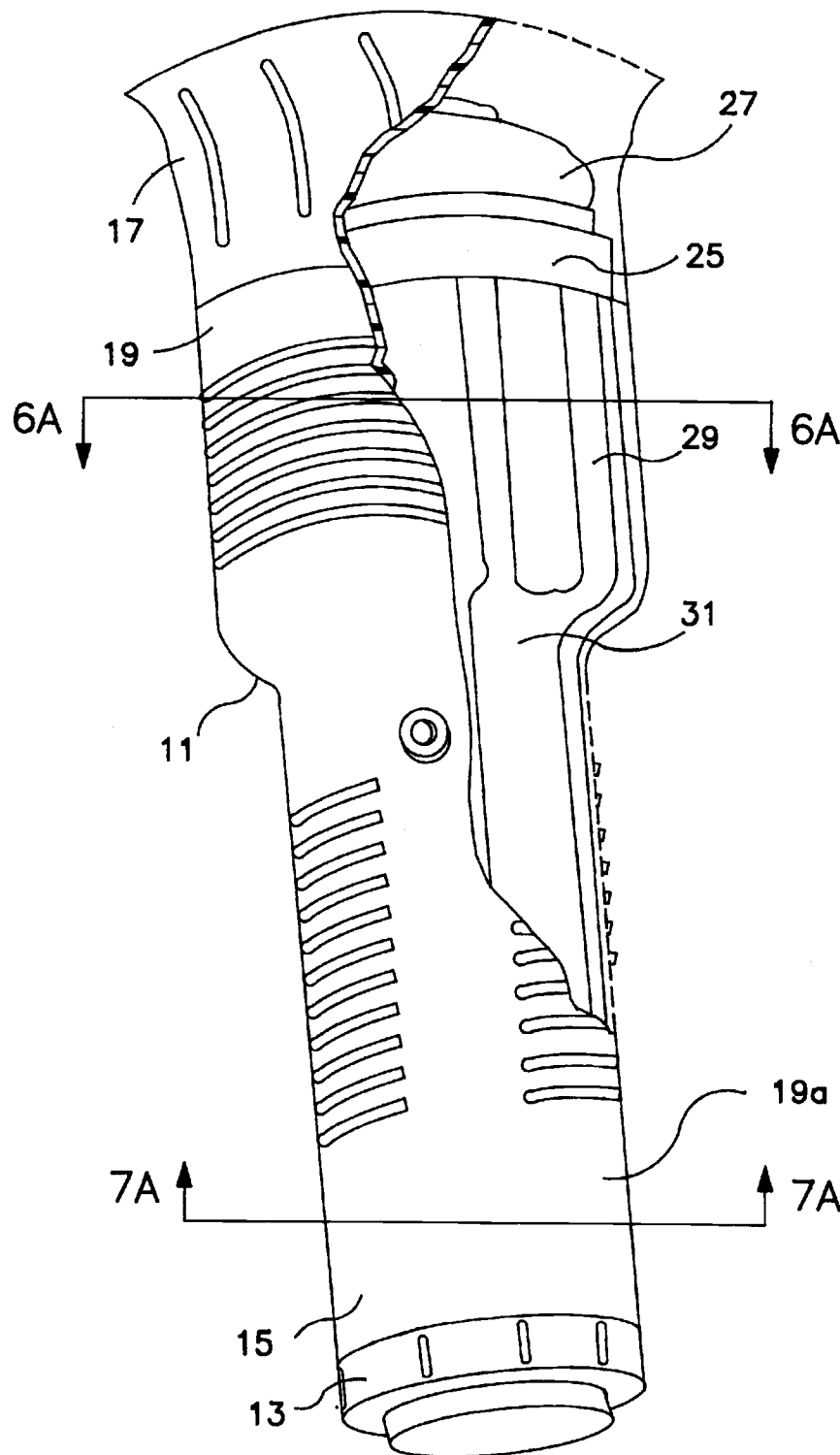


FIG. 5



U.S. Patent

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5,807,360

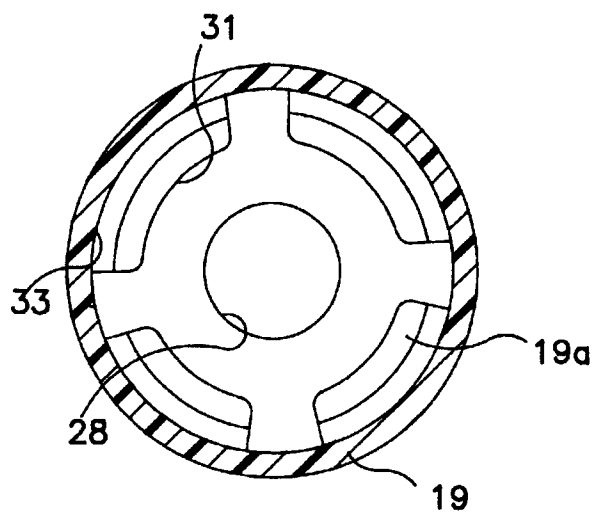


FIG. 6A

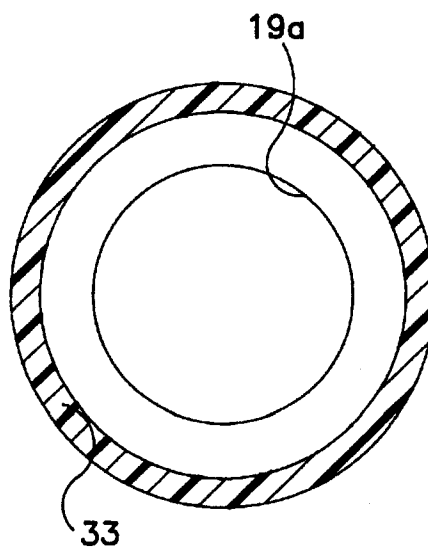


FIG. 6B

U.S. Patent

Sep. 15, 1998

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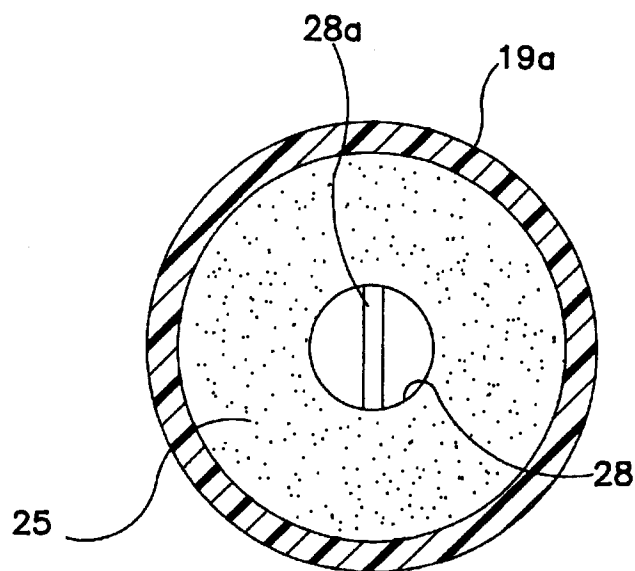


FIG. 7A

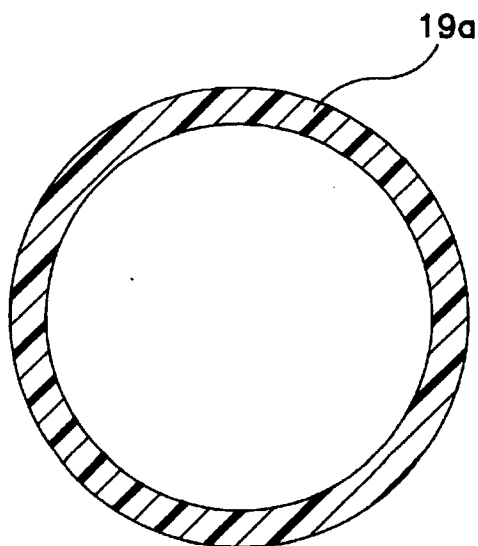


FIG. 7B

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## DEVICE FOR DISCREET SPERM COLLECTION

### FIELD OF THE INVENTION

The present invention relates to a device for discreet and camouflaged collection of sperm from human males. More particularly the present invention relates to a device having an outward appearance that is innocuous and portable that may be used by adult males for the collection of sperm at appropriate locations and which can also be stored in the home without provoking the curiosity of children.

### BACKGROUND OF THE INVENTION

In my prior patent, U.S. Pat. No. 5,466,235, I disclose a construction of a female functional mannequin for use by adult males. The device is shown to be useful as a simulation of a female in a functionally operative mannequin for use by a male to deposit sperm, whether for medical or personal purposes. As noted in my patent, such mannequins could be used within sperm banks and also by psychiatrists in treating people with sexual disorders. Other uses are to decrease the transmission of AIDS and other sexually transmitted diseases and also, perhaps, to decrease prostitution and, possibly, even rape and molestation. It is also noted that such mannequins could be used by people incarcerated within jails, by persons with certain disabilities or, for whatever reason, do not have access to a human female partner.

The device of my prior patent includes a torso of the human female, in which a rigid frame duplicates the pelvic bone structure while other materials duplicate the muscle layer and skin of the human female. A cavity is located in the area of the crotch, into which is inserted a cartridge designed to simulate a human orifice. Mounted within the interior chamber of the cartridge is an elastomer that has been impregnated with mineral oil to decrease friction upon an exterior object being inserted through an opening formed in the elastomer.

While my patent succeeds admirably in fulfilling the objects of that invention, it has several characteristics that prevent it from universal acceptance. When the torso mannequin is used in sperm banks, doctor's offices, and other public facilities, it is sometimes intimidating to the patient being treated or may have an adverse affect upon the patient's sexual desire and ability to deposit sperm. Some persons find the device to be positive in its stimulative effect while others do not.

When the device of my patent is used in the home, or by those who find such a mannequin to be positive in nature, there is the concern that others will still find the object during a casual visit to the home. More importantly, when such a device is kept in a home with children, extreme caution must be exercised to prevent the natural curiosity of the child to lead him or her to find the female mannequin torso. Not only will legitimate uses by the father, for example, be embarrassing to the parents and the children, there is the risk that the child might be tempted to play with the mannequin, either innocently or not. In either case, it is an inappropriate device for children in virtually all cases and must be stored in nearly absolute security.

As noted in my prior patent referred to above, the material that is incorporated in the cartridge is generally described as an elastomer, roughly eight and a half inches long, three inches in width and five inches deep. The elastomer is characterized as being a gel that is a copolymer such as a polystyrene plastic mixed within mineral oil in a ratio of three to four hundred percent greater mineral oil, by weight,

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than the elastomer. However, at the time that my previously identified patent issued, namely in November, 1995, a fully satisfactory, stand alone gel that could be formed into the elastomer of my invention and utilized repeatedly while duplicating penetration characteristics of a human orifice was not available. My prior patent contemplated the use of a wide variety of elastomeric gels without regard to the stability of the gel during repeated use or the characteristics of its surface that might be in contact with the male sex organ.

Accordingly, it is an object of the present invention to provide a device that permits use by a male in relatively public circumstances such as sperm banks, doctors offices and the like, where privacy is not the only consideration for appropriate motivation.

Another object of this invention is to provide a device that is innocuous or innocent in appearance but which can serve to provide a discreet means for achieving the deposit of sperm in a way that it may be collected.

Yet another object of the present invention is to provide an elastomer capable of use as a simulated human orifice, such that the orifice duplicates penetration characteristics of that orifice.

Other objects will appear hereinafter.

### SUMMARY OF THE INVENTION

It has now been discovered that the above and other objects of the present invention may be accomplished in the following manner. Specifically, the present invention provides a device that has an innocuous appearance, such as that of a flashlight, thermos or other cylindrical product normally found in the home or office. The inside of the device is filled with a stable gel that is unaffected by prolonged use, is easily cleaned and sanitized, and has characteristics such as resistance, texture and tactile feel that replicate human orifices.

In its simplest form, the present invention comprises an innocuous device, such as a flashlight, thermos or the like, having a generally cylindrical configuration and with removable caps or lids at one or both ends of the device. The interior of the device is provided with a chamber adapted to receive a container having a quantity of an elastomeric gel therein. The container and elastomeric gel are configured to provide access to the male sex member for penetration, such that the portion of the elastomeric gel in contact with that member has a surface texture that replicates a human body orifice, most typically the female sex organ, but all other orifices of a human body are within the scope of this invention. In addition to the vagina, the rectal region and the mouth or lips may be depicted. The visible opening of the gel may be configured to resemble one of the orifices or may have no appearance other than the opening that is to be used.

The user merely removes the cap or lid at both ends of the device into which the gel has been placed, and proceeds to use the device as intended. As can be understood, movement of an object within an object is affected by the presence of air within the object, particularly if the air is confined. Accordingly, removing both end caps allows for release of entrained air in the gel's central passage.

In one embodiment, a collection chamber may be provided at the other end of the device. In this manner, sperm may be collected, such as at a sperm bank or doctor's office, by removing the cap at the collection end to have access to the collection chamber. Alternatively, the inside or bottom end may be closed so that the insert will be removed and the contents emptied into a container. Since it is good practice

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to clean the insert after each use, this may be the preferred method of collection.

In another embodiment, the device may also include a small heating element and a battery so that the elastomeric gel may be heated to approximately normal body temperature, to further increase the realistic feel of the gel.

A preferred elastomeric gel for use with the present invention should have the following characteristics. The gel should be soft and flexible so as to simulate the inside of female sex organ. To do this, it is necessary to have a degree of lubrication in the gel to achieve the proper friction characteristics while maintaining the elastic memory of the gel and prevent permanent deformation. The gel should also have the tactile feel of human flesh. It should be stable and capable of multiple washings or cleanings without deterioration.

#### BRIEF DESCRIPTION OF THE DRAWINGS

For a more complete understanding of the invention, reference is hereby made to the drawings, in which:

FIG. 1 is a perspective view of the preferred embodiment illustrating its outer appearance, all in accordance with the invention.

FIG. 2 is a perspective view of one end cap of the device shown in FIG. 1.

FIG. 3 is a perspective view of the other end cap of the device shown in FIG. 1.

FIG. 4 is a perspective view of the preferred insert or interior portion of the device shown in FIG. 1, illustrating its outer appearance.

FIG. 5 is a perspective view, partially cut away, of the preferred insert or interior portion of the device shown in FIG. 1, with the insert of FIG. 4 placed within the device.

FIGS. 6A and 6B are end, sectioned views taken along the line 6—6 of FIG. 5, showing the end of the device, both with and without the insert of FIG. 4 in the device.

FIGS. 7A and 7B are end, sectioned views taken along the line 7—7 of FIG. 5, showing the end of the device, both with and without the insert of FIG. 4 in the device.

#### DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENT

As shown in the drawings, a device useful for discreet and camouflaged collection of sperm from human males is shown generally at 10, and having an outer shell, in this case as a flashlight 11, having a generally tubular inside chamber and an exterior with the appearance of an ordinary device normally found in a public environment. Flashlight 11 includes a first end cap 13 that is threaded on to small end 15. A simulated lens cap end 17 also threads onto flashlight 11 at the large end 19, and may included an o-ring 21 or other fluid sealing means.

Other ordinary devices such as thermos bottles, bottles for containing liquids to be consumed, such as medicines or beverages, some shapes of portable radios, and endless other objects commonly found in homes, offices, and medical facilities. All that is needed is a shape that can accept a generally tubular inside chamber, although the outside may not have a tubular shape. It is, of course, necessary that the device be of a size to be used by the persons for whom it is intended.

Both small cap 13 in FIG. 2 and lens cap end 17 in FIG. 3 have closed surfaces 14 and 18 respectively, that realistically replicate the appearance of a real, functioning flash-

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light. Switch button 23 is also provided for realism, and may be non-functional to convey the idea that the flashlight is no longer operable, or it may function, without actually producing light from the flashlight, to convey the idea that the batteries need to be replaced. When the device is used, both end cap 13 and lens cap end 17 are removed as described below.

FIG. 4 illustrates an insert 25 for use in the interior of flashlight 11. Insert 25, formed from an elastomeric gel having the general tactile feel of human flesh, includes a first end 26 for insertion into the flashlight as described below and a second end 27 having the general appearance of a female body orifice. End 27 is positioned to be exposed upon removal of cap 17. Alternatively, end 27 may have no appearance other than the opening that is to be used.

The elastomeric gel that insert 25 is formed from has a human flesh-like texture or tactile feel. It is preferably formed from a mixture of plasticizing oil and a block copolymer or other elastomer that combines with oil in the same manner. One source of elastomeric gels is disclosed in a series of patents to John Chen. These include U.S. Pat. Nos. 4,369,284; 4,618,213; 5,153,254; 5,262,468; 5,334,646; and 5,336,708. These patents describe a variety of gelatinous compositions using an admixture of poly(styrene-ethylene-butylene-styrene) triblock copolymers having styrene end block to ethylene and butylene center blocks with various ratios as disclosed, plus high levels of plasticizing oils ranging from 300 to 1600 parts of oil per 100 parts of copolymer. The products may be generically referred to as SEBS gels. Of course, with a wide range for the oil to polymer ratio, products having many different properties are produced, depending on the specific ratio chosen. For the purposes of this invention, a gel may be produced using the general resilience and hardness of human flesh, particularly in a human orifice that is being duplicated for use herein.

Preferred elastomeric gels are disclosed in a copending patent application filed of even date herewith, entitled GEL COMPOSITION, by Elbert Davis, the disclosure of which is incorporated herein by reference. The Davis gel composition comprises a styrene-ethylene propylene-styrene block copolymer, hereinafter called SEPS, that is highly extended with oil such as mineral oil, such that the ratio of SEBS to oil is carefully controlled to simulate the tactile feel of flesh. Preferred are SEPS polymers having a number average molecular weight of at least 150,000 to 200,000.

The SEPS is highly extended with oil such as mineral oil, so the ratio of SEPS to oil is carefully controlled to simulate the tactile feel of flesh. White mineral oil, naphthenic oils, and synthetic oils such as Shellflex® 371, manufactured by Shell Chemical Co. are preferred. Other oils include petroleum paraffinic oils, petroleum naphthenic oils, synthetic polybutene oils, synthetic polypropene oils, synthetic terpene oils and mixtures thereof.

The basic components of the Davis gelatinous composition, namely the oil and the polymer, use a ratio defined as:

$$R = \frac{\text{quantity of oil}}{\text{quantity of SEPS}}$$

The ideal value for R as defined above is 14, while 13 to 15 are quite acceptable and form gels where the composition has the tactile feel of human flesh, depending on the specific part of the body being replicated. It has also been found that in most cases, depending of course on specific molecular weight SEPS polymers and specific oils, a value of R of 10

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produces a gelatinous composition that is too hard to simulate the tactile feel of flesh. Also, a value of R of 18 is too soft to accomplish the goal of simulating the tactile feel of flesh. Thus the preferred range for R is between about 12 and 16 or 17, and the most preferred range for R, as defined above, is between about 13 and 15.

The gel that is used for insert 25 may also be coated with various materials to assist in optimizing the surface characteristics, as long as the gel has the resilience and hardness that human flesh has, such as by dusting with fine corn starch powder, amorphous silica powder, sodium aluminosilicate or talc. Another coating composition is described in U.S. Pat. No. 5,164,231 by Elbert Davis, as well as in divisional U.S. Pat. No. 5,254,391 and continuation-in-part U.S. Pat. No. 5,302,440, the disclosures of all three patents being incorporated herein by reference.

Other components may also be added, such as pigments such as titanium dioxide and dyes of various colors such as purple dye to render the appearance most natural in color. Surface tackiness may be reduced by dusting with fine corn starch, or other materials may be added such as a wax or polypropylene homopolymers to reduce surface tack. All that is needed is that the elastomeric gel replicate the feel of human flesh and can be molded into a shape as described herein for use with the outer shell.

The insert is molded using conventional molding techniques. A metal shaft may be used in the center of the insert during molding to provide a central portion 28 to accommodate the user. As noted in FIG. 4, insert 25 has an end 27 that simulates an orifice of a human female. It may, alternatively, simulate another orifice or have no appearance other than the opening that is to be used. Primarily, depending upon the intended end use of the product, the end 27 may replicate a vagina, a rectal orifice or a mouth and lips. The degree of replication of the visual aspects of the orifice is a matter of choice, depending in part on the intended use. For medical purposes, a simple rounded end with a central passage may be specific. Other users may require or prefer more accurate renditions of that part of the anatomy.

FIG. 4 shows that the molded insert 25 includes a plurality of radially extending raised ribs or high points 29. Ribs 29 engage or conform to the shape of the interior of flashlight 11, as seen in FIG. 5. The rest of insert 25 consists of radially extending low spots 31 that do not contact the inside of flashlight 11, also shown in FIGS. 4 and 5. These low spots provide for expansion of the central chamber 28 during use.

The insert 25 is of sufficient size to accommodate penetration by a human male sex organ when aroused. In fact, several sizes can be designed to accommodate a human male sex organ. Size may be varied by having larger or smaller central passages 28. Alternatively, the degree of firmness or compression of the elastomeric gel itself may be altered, perhaps by adjusting the ratio of oil to block copolymer or by selection of different oils or copolymers. Obviously a softer, more compressible material will accommodate a larger object being inserted.

FIGS. 6A and 6B illustrate the small end 15 of flashlight 11. In FIG. 6B, the insert is not present and center passage 33 is empty. In FIG. 6A, insert 25 has been fitted into center passage 33 such that radially extending raised ribs 29 engage the surface of passage 33 to provide a friction tight fit. Radially extending low spots 31 are free to expand and resist the efforts of the user to stimulate the user and duplicate the feel of the orifice it is intended to replicate. When insert 25 is formed, the central passage 28 accommodates a mold or forming agent which is typically cylindrical in shape, such

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as a metal rod, such that most, say 95–98% of its length is cylindrical, and the last end—about which end 27 is formed—is tapered to flat, to provide a slit shape to end 27. The flat end of the metal rod hooks into the mold face to align the rod in the mold itself. FIG. 6A illustrates this slit 28a, which is the underside of slit 28 in FIG. 7A.

FIGS. 7A and 7B illustrate the larger end 19 of flashlight 11, showing in FIG. 7B that central passage 33 extends along the entire axis of flashlight 11. FIG. 7A shows the location of insert 25, with radially extending raised ribs 29 in contact with central passage surface 33 and radially extending low points 31 free for expansion or compression to accommodate the user. Central passage 28 extends substantially the entire length of insert 25, so as to provide adequate space for use by a variety of male organ sizes.

Prior to use, the device has been stored in a suitably private location, but due to its ordinary appearance, is not likely to incite the curiosity of children or others in the household or medical facility. Use of the device is simple. A male wishing for discreet and camouflaged collection of his sperm using a device having an outward appearance that is innocuous and portable merely takes the device to the place of intended use, such as a private office at a medical facility, or wherever the user is assured the necessary privacy. The large lens cap end 27 is removed, exposing end 17 of the insert 25. Once the male has used the device, insert 25 may be removed from central passage 33 of flashlight 11 for further collection of semen. It is also ready to be cleaned.

While particular embodiments of the present invention have been illustrated and described, it is not intended to limit the invention, except as defined by the following claims.

I claim:

1. A device useful for discreet and camouflaged collection of sperm from human males, comprising:

an outer shell having an inside chamber and an exterior with the appearance of a first device having, said shell having openings to provide access to said inside chamber;

at least one removable cap on said shell for enclosing at least one end of said inside chamber, said cap having an exterior appearance compatible with said device;

vent means for providing for release of air in said device; an insert formed from an elastomeric gel having simulating human flesh of the type forming sexually receptive orifices and removeably mountable into said inside chamber upon removal of said cap, said insert having a first end for insertion into said inside chamber and having a second end having an opening providing an orifice, said second end being positioned to be exposed upon removal of said cap.

2. The device of claim 1, wherein said elastomeric gel is formed from a mixture of plasticizing oil and a block copolymer selected from styrene ethylene butylene styrene block copolymers and styrene ethylene propylene styrene block copolymers.

3. The device of claim 2, wherein said elastomeric gel is formed from a mixture of 5–9% by weight of said block copolymer and 90–94% by weight of said plasticizing oil, and trace amounts of pigments and fillers.

4. The device of claim 1, wherein said device has the appearance of a flashlight.

5. The device of claim 1, wherein said insert includes a central passage sized to accommodate a human male sex organ, said insert providing at least a cushioning amount of said elastomeric gel.

6. The device of claim 5, wherein said insert includes radially extending high points along its length for engage-

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ment with said chamber and radially extending low points for expansion of said central passage during use.

7. The device of claim 1, wherein said vent means comprises a second cap removable mounted on the other end of said device.

8. A device useful for discreet and camouflaged collection of sperm from human males, comprising:

an outer shell having an inside chamber and an exterior with the appearance of a first device having, said shell having openings to provide access to said inside chamber;

at least one removable cap on said shell for enclosing at least one end of said inside chamber, said cap having an exterior appearance compatible with said device;

vent means for providing for release of air in said device;

an insert formed from an elastomeric gel having simulating human flesh of the type forming sexually receptive orifices and removeably mountable into said tubular inside chamber upon removal of said cap, said insert having a first end for insertion into said inside chamber and having a second end having an opening providing an orifice, said insert including a central passage sized

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to accommodate a human male sex organ, said insert providing at least a cushioning amount of said elastomeric gel and having radially extending high points along its length for engagement with said chamber and radially extending low points for expansion of said central passage during use, said second end being positioned to be exposed upon removal of said cap.

9. The device of claim 8, wherein said elastomeric gel is formed from a mixture of plasticizing oil and a block copolymer selected from styrene ethylene butylene styrene block copolymers and styrene ethylene propylene styrene block copolymers.

10. The device of claim 9, wherein said elastomeric gel is formed from a mixture of 5-9% by weight of said block copolymer and 90-94% by weight of said plasticizing oil, and trace amounts of pigments and fillers.

11. The device of claim 8, wherein said device has the appearance of a flashlight.

12. The device of claim 8, wherein said vent means comprises a second cap.

\* \* \* \* \*

## Exhibit B

Exclusive License Agreement  
(includes '360 and '818 patents)



**CONFIRMATION OF EXCLUSIVE LICENSE AGREEMENT**

This **CONFIRMATION OF EXCLUSIVE LICENSE AGREEMENT** ("Agreement"), effective as of April 21, 2010 (the "Effective Date"), is entered into by and among Interactive Life Forms LLC, a Texas corporation ("Company"), and Steven A. Shubin ("Licensor"), an individual residing at 300 Texas Longhorn Trail, Dripping Springs, TX 78620. Company and Licensor agree, as follows:

**RECITALS**

A. The parties entered into a written or oral agreement under which Licensor, an individual, provided to Company certain consulting, development and related services involving the research, development, manufacture, and sale of certain adult-oriented devices ("Prior Arrangement");

B. WHEREAS, under the Prior Arrangement, it was the intent of the Parties that all of Licensor's inventions and other intellectual property embodied in the Licensed Products (defined below) be exclusively licensed to Company and that Licensor exclusively licensed to Company all rights to use the Licensed Intellectual Property Rights (defined below) to make, have made, use, import, offer to sell, or sell the Licensed Products, and all rights to enforce the Shubin Patents (defined below) and seek past damages for infringement of same; and

C. WHEREAS, Company and Licensor desire to confirm such exclusive license to perfect Company's exclusive licensee interest.

NOW, THEREFORE, in consideration of entering into the Prior Arrangement and for other good and valuable consideration, the receipt and sufficiency of which Licensor hereby acknowledges, Company and Licensor agree as follows:

**1. DEFINITIONS**

Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

**"Licensed Intellectual Property Rights"** or **"Licensed IPR"** shall mean any and all Shubin Patents (as defined below).

**"Shubin Patents"** shall refer to the patents and patent applications owned by Licensor that are set forth in Exhibit A.



**"Licensed Products"** shall refer to any products within the scope of the Shubin Patents.

**2. OWNERSHIP OF INTELLECTUAL PROPERTY**

Subject only to the license set forth below, Licensor owns and shall own all right, title and interest in and to the Shubin Patents, and nothing in the relationship between the parties should be construed as nor will it act to assign or transfer any ownership rights in the Shubin Patents to Company.

**3. EXCLUSIVE LICENSE**

A. For good and valuable consideration, the receipt and sufficiency of which Licensor hereby acknowledges, Licensor hereby grants to Company an exclusive license to Company any and all United States rights to use the Licensed IPR to make, have made, use, import, offer to sell, or sell products within the scope of the Shubin Patents, and all rights to enforce or grant sublicenses to the Shubin Patents and seek damages for infringement of the Shubin Patents, as of the Effective Date; together with all claims for damages and other remedies by reason of past infringement of the foregoing rights, with the right to sue for, and collect, the same for Company's own use and benefit.

B. The exclusive rights licensed under this section shall include, but is not limited to, any right of priority, and the right to sue for infringement of any and all intellectual property rights prior to the Effective Date of this Agreement.

C. The exclusive rights licensed under this section are non-assignable.

**4. CONSIDERATION**

Licensor acknowledges and agrees that Company has paid good and valuable consideration for the Licensed IPR, the exclusive license and confirmation of exclusive license of which are the subject of this Agreement.

**5. LICENSOR WARRANTY**

Licensor represents that no third party has any right, title or interest in all or any part of the Licensed IPR.

**6. GOVERNING LAW**

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Texas applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts of law of any jurisdiction. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

## 7. TERM AND TERMINATION

A. Licensor, at his option, may immediately terminate the Agreement, or any part of the Licensed IPR, or the exclusive nature of the license grant, upon delivery of written notice to Company of Licensor's decision to terminate.

B. The Agreement will terminate immediately without the necessity of any action being taken by Licensor or Company, if:

- (i) Company becomes bankrupt or insolvent, or
- (ii) Company elects to liquidate its assets or dissolve its business, or
- (iii) Company ceases its business operations, or
- (iv) Company makes an assignment for the benefit of creditors, or
- (v) if the business or assets of Company are otherwise placed in the hands of a receiver, assignee or trustee, whether by voluntary act of Company or otherwise.

C. Unless earlier terminated as provided herein, the term of this Agreement will continue until the last date of expiration or termination of the Shubin Patents.

D. If the Agreement is terminated for any reason:

- (i) all rights and licenses of sublicensees shall terminate upon termination of the Agreement; and
- (ii) Company shall cease making, having made, distributing, having distributed, using, selling, offering to sell, leasing, loaning and importing any Licensed Products by the effective date of termination; and
- (iii) nothing in the Agreement will be construed to release either Party from any obligation that matured prior to the effective date of termination.

## 8. ENTIRE AGREEMENT

Except for the Prior Arrangement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Together with the Prior Arrangement, this Agreement supersedes and replaces all prior and contemporaneous

understandings or agreements, written or oral, regarding ownership and rights in such subject matter. Notwithstanding anything else set forth in this Agreement, in the event of a conflict between this Agreement and the Prior Arrangement, this Agreement, in all respects, shall control the allocation of intellectual property rights.



**9. TITLES AND HEADINGS**

The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INTERACTIVE LIFE FORMS, LLC.

"LICENSOR"

  
\_\_\_\_\_  
By: BRIAN SHUBIN  
Title: VICE PRESIDENT  
\_\_\_\_\_  
By: Steven A. Shubin

Date: 4-21-10

Date: 4-21-10

**Exhibit A**

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Country</b>
Device for Discreet Sperm Collection	5,782,818	08/859,485	United States
Prophylactic and Prosthetic Device	5,806,523	08/866,448	United States
Device for Discreet Sperm Collection	5,807,360	08/722,475	United States
Female Functional Mannequin	5,466,235	08/411,270	United States

## Exhibit C

U.S. Patent No. 5,782,818  
(the '818 patent)



US005782818A

**United States Patent** [19]  
**Shubin**

[11] **Patent Number:** **5,782,818**  
 [45] **Date of Patent:** **Jul. 21, 1998**

[54] **DEVICE FOR DISCREET SPERM COLLECTION**

[76] **Inventor:** Steven A. Shubin, 801 N. Weston La., Austin, Tex. 78733

[21] **Appl. No.:** 859,485

[22] **Filed:** May 20, 1997

[51] **Int. Cl.<sup>6</sup>** ..... A61F 5/44

[52] **U.S. Cl.** ..... 604/349; 600/38

[58] **Field of Search** ..... 128/760, 892, 128/917, 844; 606/38; 604/349; 2/411

[56] **References Cited**

**U.S. PATENT DOCUMENTS**

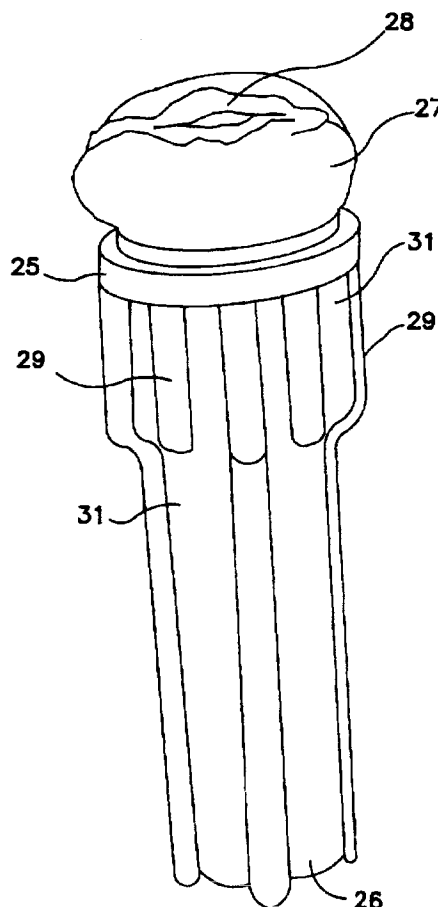
5,633,286 5/1997 Chen ..... 2/411

*Primary Examiner*—Robert A. Clarke  
*Attorney, Agent, or Firm*—John S. Munday; Stephen G. Stanton

[57] **ABSTRACT**

A device useful for collection of sperm from human males, preferably in a discreet, camouflaged manner. The device includes an outer shell having a generally tubular inside chamber and an exterior with the appearance of an ordinary device found in a public environment such as a flashlight. The shell provides access to the chamber via at least one removable cap. The chamber is filled by an insert formed from an elastomeric gel having the general tactile feel of human flesh. One end of the insert has an opening simulating a body orifice. The insert includes a central passage sized to accommodate a human male sex organ in said opening while providing at least a cushioning amount of the elastomeric gel. A preferred insert includes radially extending high points for engagement with the chamber and radially extending low points for expansion of the central passage during use. The preferred gel is formed from a mixture of plasticizing oil and an admixture of SEBS copolymers and SEPS block copolymers in a polymer ratio of 1:5 to 5:1, with 1:1 being most preferred. Particularly preferred are gels formed from a mixture of 5–9% by weight of the block copolymer admixture and 90–94% by weight of the plasticizing oil, of course with trace amounts of pigments and fillers.

**7 Claims, 6 Drawing Sheets**



U.S. Patent

Jul. 21, 1998

Sheet 1 of 6

5,782,818

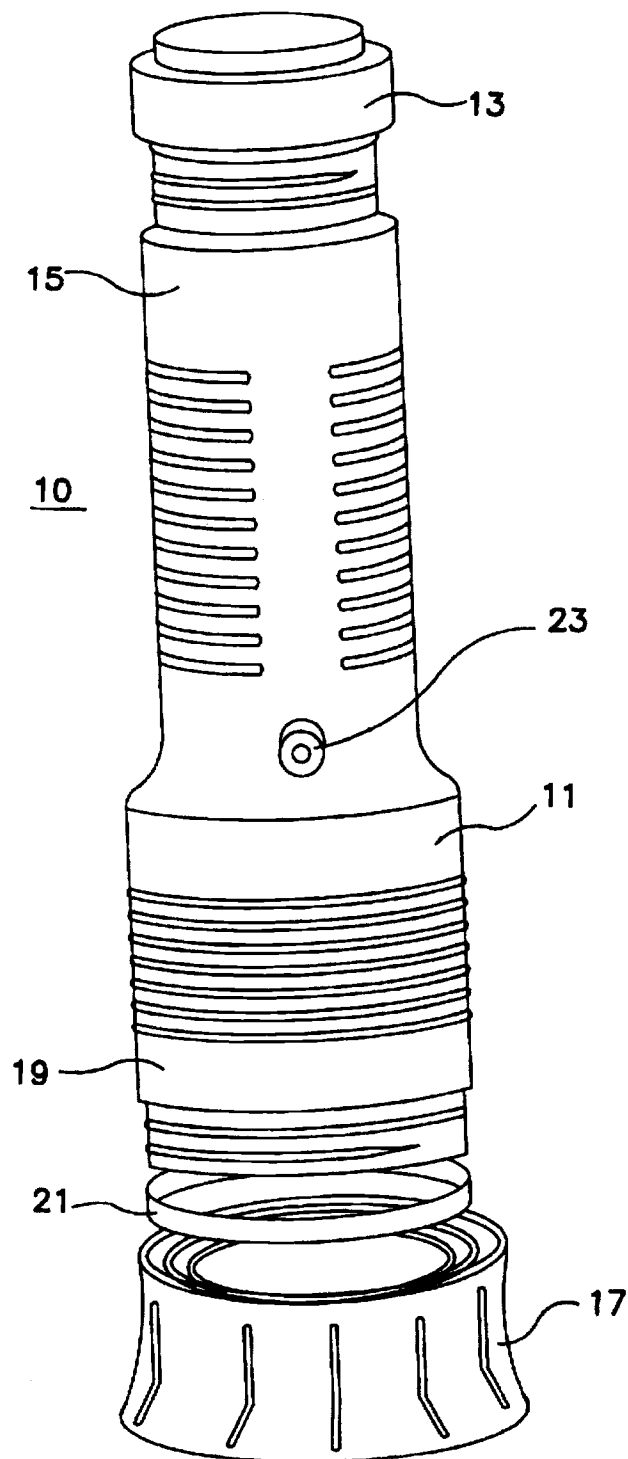


FIG. 1



U.S. Patent

Jul. 21, 1998

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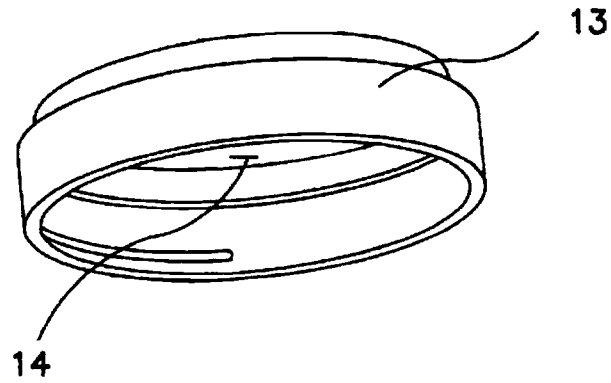


FIG. 2

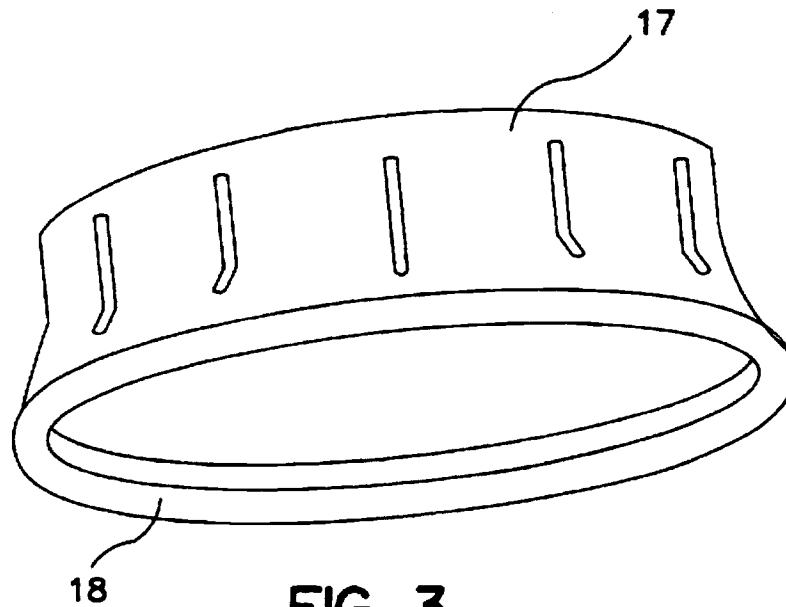


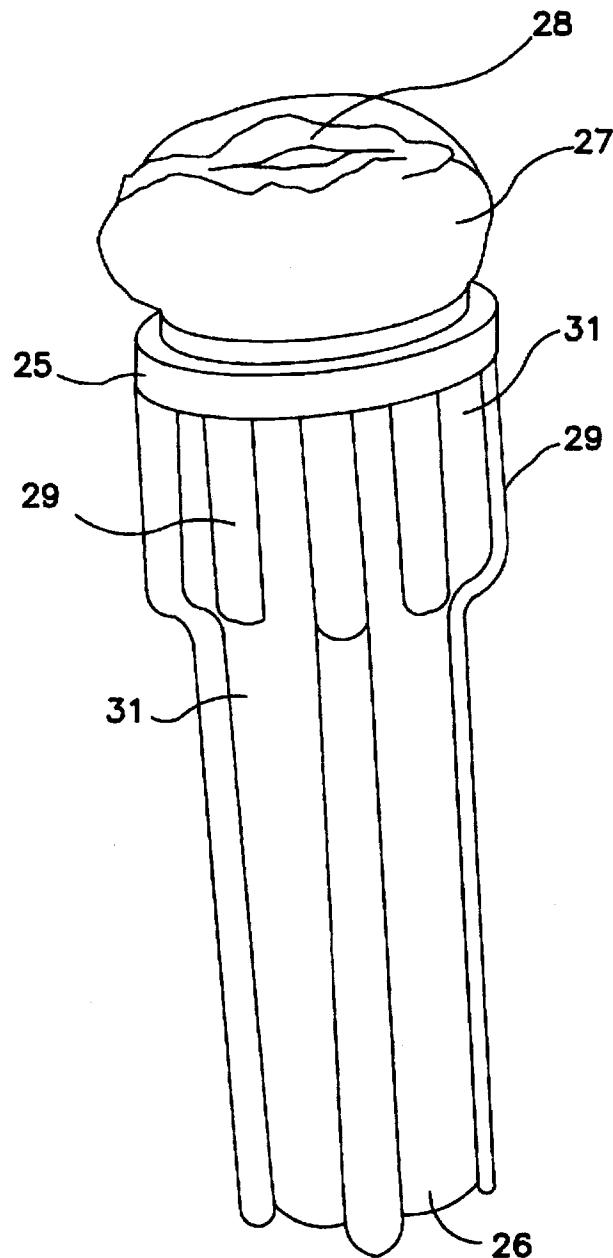
FIG. 3

**U.S. Patent**

**Jul. 21, 1998**

**Sheet 3 of 6**

**5,782,818**



**FIG. 4**



U.S. Patent

Jul. 21, 1998

Sheet 5 of 6

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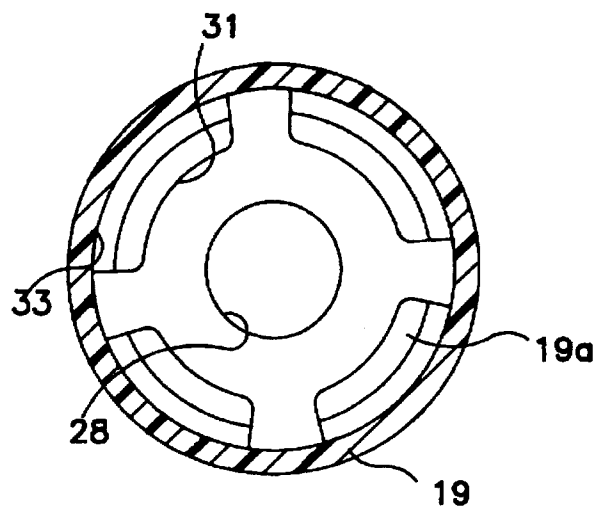


FIG. 6A

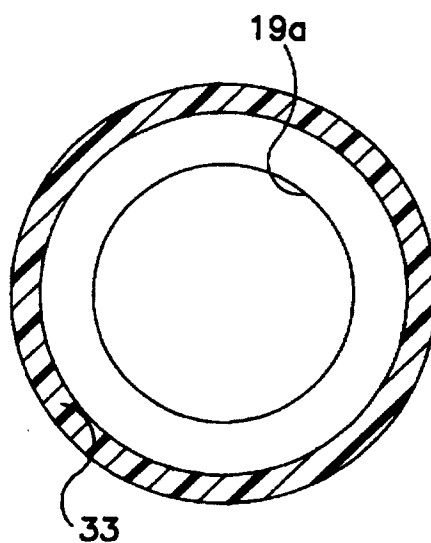


FIG. 6B

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Jul. 21, 1998

Sheet 6 of 6

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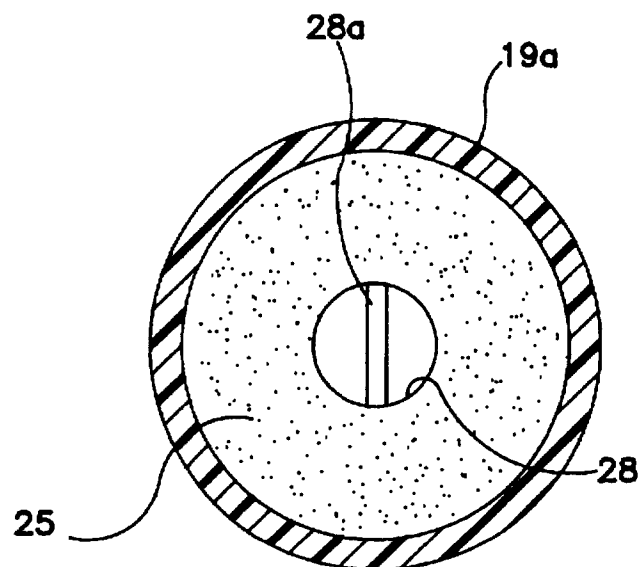


FIG. 7A

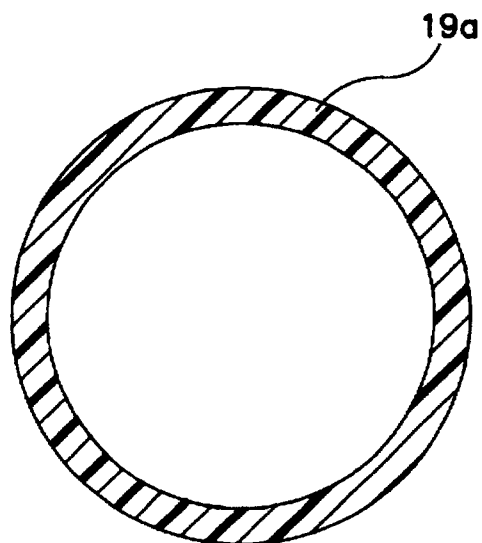


FIG. 7B

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## DEVICE FOR DISCREET SPERM COLLECTION

### FIELD OF THE INVENTION

The present invention relates to a device for discreet and camouflaged collection of sperm from human males. More particularly the present invention relates to a device having an outward appearance that is innocuous and portable that may be used by adult males for the collection of sperm at appropriate locations and which can also be stored in the home without provoking the curiosity of children.

### BACKGROUND OF THE INVENTION

In my prior patent, U.S. Pat. No. 5,466,235, I disclose a construction of a female functional mannequin for use by adult males. The device is shown to be useful as a simulation of a female in a functionally operative mannequin for use by a male to deposit sperm, whether for medical or personal purposes. As noted in my patent, such mannequins could be used within sperm banks and also by psychiatrists in treating people with sexual disorders. Other uses are to decrease the transmission of AIDS and other sexually transmitted diseases and also, perhaps, to decrease prostitution and, possibly, even rape and molestation. It is also noted that such mannequins could be used by people incarcerated within jails, by persons with certain disabilities or, for whatever reason, do not have access to a human female partner.

The device of my prior patent includes a torso of the human female, in which a rigid frame duplicates the pelvic bone structure while other materials duplicate the muscle layer and skin of the human female. A cavity is located in the area of the crotch, into which is inserted a cartridge designed to simulate a human orifice. Mounted within the interior chamber of the cartridge is an elastomer that has been impregnated with mineral oil to decrease friction upon an exterior object being inserted through an opening formed in the elastomer.

While my patent succeeds admirably in fulfilling the objects of that invention, it has several characteristics that prevent it from universal acceptance. When the torso mannequin is used in sperm banks, doctor's offices, and other public facilities, it is sometimes intimidating to the patient being treated or may have an adverse affect upon the patient's sexual desire and ability to deposit sperm. Some persons find the device to be positive in its stimulative effect while others do not.

When the device of my patent is used in the home, or by those who find such a mannequin to be positive in nature, there is the concern that others will still find the object during a casual visit to the home. More importantly, when such a device is kept in a home with children, extreme caution must be exercised to prevent the natural curiosity of the child to lead him or her to find the female mannequin torso. Not only will legitimate uses by the father, for example, be embarrassing to the parents and the children, there is the risk that the child might be tempted to play with the mannequin, either innocently or not. In either case, it is an inappropriate device for children in virtually all cases and must be stored in nearly absolute security.

As noted in my prior patent referred to above, the material that is incorporated in the cartridge is generally described as an elastomer, roughly eight and a half inches long, three inches in width and five inches deep. The elastomer is characterized as being a gel that is a copolymer such as a polystyrene plastic mixed within mineral oil in a ratio of three to four hundred percent greater mineral oil, by weight,

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than the elastomer. However, at the time that my previously identified patent issued, namely in November, 1995, a fully satisfactory, stand alone gel that could be formed into the elastomer of my invention and utilized repeatedly while duplicating penetration characteristics of a human orifice was not available. My prior patent contemplated the use of a wide variety of elastomeric gels without regard to the stability of the gel during repeated use or the characteristics of its surface that might be in contact with the male sex organ.

Accordingly, it is an object of the present invention to provide a device that permits use by a male in relatively public circumstances such as sperm banks, doctors offices and the like, where privacy is not the only consideration for appropriate motivation.

Another object of this invention is to provide a device that is innocuous or innocent in appearance but which can serve to provide a discreet means for achieving the deposit of sperm in a way that it may be collected.

Yet another object of the present invention is to provide an elastomer capable of use as a simulated human orifice, such that the orifice duplicates penetration characteristics of that orifice.

Other objects will appear hereinafter.

### SUMMARY OF THE INVENTION

It has now been discovered that the above and other objects of the present invention may be accomplished in the following manner. Specifically, the present invention provides a device that has an innocuous appearance, such as that of a flashlight, thermos or other cylindrical product normally found in the home or office. The inside of the device is filled with a stable gel that is unaffected by prolonged use, is easily cleaned and sanitized, and has characteristics such as resistance, texture and tactile feel that replicate human orifices.

In its simplest form, the present invention comprises an innocuous device, such as a flashlight, thermos or the like, having a generally cylindrical configuration and with removable caps or lids at one or both ends of the device. The interior of the device is provided with a chamber adapted to receive a container having a quantity of an elastomeric gel therein. The container and elastomeric gel are configured to provide access to the male sex member for penetration, such that the portion of the elastomeric gel in contact with that member has a surface texture that replicates a human body orifice, most typically the female sex organ, but all other orifices of a human body are within the scope of this invention. In addition to the vagina, the rectal region and the mouth or lips may be depicted. The visible opening of the gel may be configured to resemble one of the orifices or may have no appearance other than the opening that is to be used.

The user merely removes the cap or lid at both ends of the device into which the gel has been placed, and proceeds to use the device as intended. As can be understood, movement of an object within an object is affected by the presence of air within the object, particularly if the air is confined. Accordingly, removing both end caps allows for release of entrained air in the gel's central passage.

In one embodiment, a collection chamber may be provided at the other end of the device. In this manner, sperm may be collected, such as at a sperm bank or doctor's office, by removing the cap at the collection end to have access to the collection chamber. Alternatively, the inside or bottom end may be closed so that the insert will be removed and the contents emptied into a container. Since it is good practice

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to clean the insert after each use, this may be the preferred method of collection.

In another embodiment, the device may also include a small heating element and a battery so that the elastomeric gel may be heated to approximately normal body temperature, to further increase the realistic feel of the gel.

A preferred elastomeric gel for use with the present invention should have the following characteristics. The gel should be soft and flexible so as to simulate the inside of female sex organ. To do this, it is necessary to have a degree of lubrication in the gel to achieve the proper friction characteristics while maintaining the elastic memory of the gel and prevent permanent deformation. The gel should also have the tactile feel of human flesh. It should be stable and capable of multiple washings or cleanings without deterioration.

#### BRIEF DESCRIPTION OF THE DRAWINGS

For a more complete understanding of the invention, reference is hereby made to the drawings, in which:

FIG. 1 is a perspective view of the preferred embodiment illustrating its outer appearance, all in accordance with the invention.

FIG. 2 is a perspective view of one end cap of the device shown in FIG. 1.

FIG. 3 is a perspective view of the other end cap of the device shown in FIG. 1.

FIG. 4 is a perspective view of the preferred insert or interior portion of the device shown in FIG. 1, illustrating its outer appearance.

FIG. 5 is a perspective view, partially cut away, of the preferred insert or interior portion of the device shown in FIG. 1, with the insert of FIG. 4 placed within the device.

FIGS. 6A and 6B are end, sectioned views taken along the line 6A—6A of FIG. 5, showing the end of the device, both with and without the insert of FIG. 4 in the device.

FIGS. 7A and 7B are end, sectioned views taken along the line 7A—7A of FIG. 5, showing the end of the device, both with and without the insert of FIG. 4 in the device.

#### DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENT

As shown in the drawings, a device useful for discreet and camouflaged collection of sperm from human males is shown generally at 10, and having an outer shell, in this case as a flashlight 11, having a generally tubular inside chamber and an exterior with the appearance of an ordinary device normally found in a public environment. Flashlight 11 includes a first end cap 13 that is threaded on to small end 15. A simulated lens cap end 17 also threads onto flashlight 11 at the large end 19, and may included an o-ring 21 or other fluid sealing means.

Other ordinary devices such as thermos bottles, bottles for containing liquids to be consumed, such as medicines or beverages, some shapes of portable radios, and endless other objects commonly found in homes, offices, and medical facilities. All that is needed is a shape that can accept a generally tubular inside chamber, although the outside may not have a tubular shape. It is, of course, necessary that the device be of a size to be used by the persons for whom it is intended.

Both small cap 13 in FIG. 2 and lens cap end 17 in FIG. 3 have closed surfaces 14 and 18 respectively, that realistically replicate the appearance of a real, functioning flash-

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light. Switch button 23 is also provided for realism, and may be non-functional to convey the idea that the flashlight is no longer operable, or it may function, without actually producing light from the flashlight, to convey the idea that the batteries need to be replaced. When the device is used, both end cap 13 and lens cap end 17 are removed as described below.

FIG. 4 illustrates an insert 25 for use in the interior of flashlight 11. Insert 25, formed from an elastomeric gel having the general tactile feel of human flesh, includes a first end 26 for insertion into the flashlight as described below and a second end 27 having the general appearance of a female body orifice. End 27 is positioned to be exposed upon removal of cap 17. Alternatively, end 27 may have no appearance other than the opening that is to be used.

The elastomeric gel that insert 25 is formed from has a human flesh-like texture or tactile feel. It is preferably formed from a mixture of plasticizing oil and a block copolymer or other elastomer that combines with oil in the same manner. One source of elastomeric gels is disclosed in a series of patents to John Chen. These include U.S. Pat. Nos. 4,369,284; 4,618,213; 5,153,254; 5,262,468; 5,334,646; and 5,336,708. These patents describe a variety of gelatinous compositions using an admixture of poly(styrene-ethylene-butylene-styrene) triblock copolymers having styrene end block to ethylene and butylene center blocks with various ratios as disclosed, plus high levels of plasticizing oils ranging from 300 to 1600 parts of oil per 100 parts of copolymer. The products may be generically referred to as SEBS gels. Of course, with a wide range for the oil to polymer ratio, products having many different properties are produced, depending on the specific ratio chosen. For the purposes of this invention, a gel may be produced using the general resilience and hardness of human flesh, particularly in a human orifice that is being duplicated for use herein.

Preferred elastomeric gels also comprise a styrene-ethylene propylene-styrene block copolymer, hereinafter called SEPS, that is highly extended with oil such as mineral oil, such that the ratio of SEBS to oil is carefully controlled to simulate the tactile feel of flesh. Preferred are SEPS polymers having a number average molecular weight of at least 150,000 to 200,000.

The SEPS is highly extended with oil such as mineral oil, so the ratio of SEPS to oil is carefully controlled to simulate the tactile feel of flesh.

White mineral oil, naphthenic oils, and synthetic oils are preferred. Other oils include petroleum paraffinic oils, petroleum naphthenic oils, synthetic polybutene oils, synthetic polypropylene oils, synthetic polyterpene oils and mixtures thereof.

The most preferred gel for use with the present invention is a mixture of plasticizing oil and a block copolymer selected from styrene ethylene butylene styrene block (SEBS) copolymers and styrene ethylene propylene styrene (SEPS) block copolymers. Preferred are mixtures of both block copolymers in a ratio of 1:5 to 5:1, with about 1:1 being most preferred. Particularly preferred are gels formed from a mixture of 5-9% by weight of the block copolymer and 90-94% by weight of the plasticizing oil, of course with trace amounts of pigments and fillers.

The gel that is used for insert 25 may also be coated with various materials to assist in optimizing the surface characteristics, as long as the gel has the resilience and hardness that human flesh has, such as by dusting with fine corn starch powder, amorphous silica powder, sodium aluminosilicate or talc. Another coating composition is

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described in U.S. Pat. No. 5,164,231 by Elbert Davis, as well as in divisional U.S. Pat. No. 5,254,391 and continuation-in-part U.S. Pat. No. 5,302,440, the disclosures of all three patents being incorporated herein by reference.

Other components may also be added, such as pigments such as titanium dioxide and dyes of various colors such as purple dye to render the appearance most natural in color. Surface tackiness may be reduced by dusting with fine corn starch, or other materials may be added such as a wax or polypropylene homopolymers to reduce surface tack. All that is needed is that the elastomeric gel replicate the feel of human flesh and can be molded into a shape as described herein for use with the outer shell.

The insert is molded using conventional molding techniques. A metal shaft may be used in the center of the insert during molding to provide a central portion 28 to accommodate the user. As noted in FIG. 4, insert 25 has an end 27 that simulates an orifice of a human female. It may, alternatively, simulate another orifice or have no appearance other than the opening that is to be used. Primarily, depending upon the intended end use of the product, the end 27 may replicate a vagina, a rectal orifice or a mouth and lips. The degree of replication of the visual aspects of the orifice is a matter of choice, depending in part on the intended use. For medical purposes, a simple rounded end with a central passage may be specific. Other uses may require or prefer more accurate renditions of that part of the anatomy.

FIG. 4 shows that the molded insert 25 includes a plurality of radially extending raised ribs or high points 29. Ribs 29 engage or conform to the shape of the interior of flashlight 11, as seen in FIG. 5. The rest of insert 25 consists of radially extending low spots 31 that do not contact the inside of flashlight 11, also shown in FIGS. 4 and 5. These low spots provide for expansion of the central chamber 28 during use.

The insert 25 is of sufficient size to accommodate penetration by a human male sex organ when aroused. In fact, several sizes can be designed to accommodate a human male sex organ. Size may be varied by having larger or smaller central passages 28. Alternatively, the degree of firmness or compression of the elastomeric gel itself may be altered, perhaps by adjusting the ratio of oil to block copolymer or by selection of different oils or copolymers. Obviously a softer, more compressible material will accommodate a larger object being inserted.

FIGS. 6A and 6B illustrate the small end 15 of flashlight 11. In FIG. 6B, the insert is not present and center passage 33 is empty. In FIG. 6A, insert 25 has been fitted into center passage 33 such that radially extending raised ribs 29 engage the surface of passage 33 to provide a friction tight fit. Radially extending low spots 31 are free to expand and resist the efforts of the user to stimulate the user and duplicate the feel of the orifice it is intended to replicate. When insert 25 is formed, the central passage 28 accommodates a mold or forming agent which is typically cylindrical in shape, such as a metal rod, such that most, say 95-98% of its length is cylindrical, and the last end—about which end 27 is formed—is tapered to flat, to provide a slit shape to end 27. The flat end of the metal rod hooks into the mold face to align the rod in the mold itself. FIG. 6A illustrates this slit 28a, which is the underside of slit 28 in FIG. 7A.

FIGS. 7A and 7B illustrate the larger end 19 of flashlight 11, showing in FIG. 7B that central passage 33 extends along the entire axis of flashlight 11. FIG. 7A shows the location of insert 25, with radially extending raised ribs 29 in contact with central passage surface 33 and radially extending low points 31 free for expansion or compression to accommo-

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date the user. Central passage 28 extends substantially the entire length of insert 25, so as to provide adequate space for use by a variety of male organ sizes.

Prior to use, the device has been stored in a suitably private location, but due to its ordinary appearance, is not likely to incite the curiosity of children or others in the household or medical facility. Use of the device is simple. A male wishing for discreet and camouflaged collection of his sperm using a device having an outward appearance that is innocuous and portable merely takes the device to the place of intended use, such as a private office at a medical facility, or wherever the user is assured the necessary privacy. The large lens cap end 27 is removed, exposing end 27 of the insert 25. Once the male has used the device, insert 25 may be removed from central passage 33 of flashlight 11 for further collection of semen. It is also ready to be cleaned.

While particular embodiments of the present invention have been illustrated and described, it is not intended to limit the invention, except as defined by the following claims.

I claim:

1. A device useful for discreet and camouflaged collection of sperm from human males, comprising:

an outer shell having an inside chamber and an exterior with the appearance of a first device having, said shell having openings to provide access to said inside chamber;

at least one removable cap on said shell for enclosing at least one end of said inside chamber, said cap having an exterior appearance compatible with said ordinary device; and

vent means for providing for release of air in said device:

an insert formed from an elastomeric gel having simulating human flesh of the type forming sexually receptive orifices and removeably mountable into said inside chamber upon removal of said cap, said insert having a first end for insertion into said inside chamber and having a second end having an opening providing an orifice, said second end being positioned to be exposed upon removal of said cap;

said elastomeric gel being formed from a mixture of plasticizing oil and a block copolymer comprising an admixture of (i) a styrene ethylene butylene styrene block copolymer and (ii) a styrene ethylene propylene styrene block copolymer combined in a ratio of 1:5 to 5:1.

2. The device of claim 1, wherein said ratio of said copolymers is about 1:1.

3. The device of claim 2, wherein said elastomeric gel is formed from a mixture of 5-9% by weight of said admixture of block copolymers and 90-94% by weight of said plasticizing oil, and trace amounts of pigments and fillers.

4. The device of claim 1, wherein said device has the appearance of a flashlight.

5. The device of claim 1, wherein said insert includes a central passage sized to accommodate a human male sex organ, said insert providing at least a cushioning amount of said elastomeric gel.

6. The device of claim 5, wherein said insert includes radially extending high points along its length for engagement with said chamber and radially extending low points for expansion of said central passage during use.

7. The device of claim 1, wherein said vent means comprises a second cap removable mounted on the other end of said device.

\* \* \* \* \*



## Exhibit D

U.S. Trademark Registration No. 2,225,503  
(the '503 Trademark Registration)

Int. Cl.: 10

Prior U.S. Cls.: 26, 39 and 44

Reg. No. 2,225,503

United States Patent and Trademark Office

Registered Feb. 23, 1999

Amended

OG Date Jan. 15, 2008

**TRADEMARK  
PRINCIPAL REGISTER**

**FLESHLIGHT**

INTERACTIVE LIFE FORMS, INC.  
(TEXAS CORPORATION)  
2830 NORTH COMMERCE STREET  
LAS VEGAS, NV 89030

FOR: ADULT NOVELTY DEVICE FOR  
DISCREET COLLECTION OF HUMAN  
SPERM, IN CLASS 10 (U.S. CLS. 26, 39  
AND 44).  
FIRST USE 6-17-1997; IN COMMERCE  
6-17-1997.  
SER. NO. 75-386,356, FILED 11-7-1997.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Jan. 15, 2008.*

**DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE**

## Exhibit E

Trademark License Agreement  
(includes the '503 Trademark Registration)

## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and entered into as of the 14<sup>th</sup> day of 2009 ("Effective Date") by and between Steve A. Shubin, Sr. ("Licensor"); and Interactive Life Forms, LLC, a Texas limited liability corporation ("Licensee").

### 1. Trademark.

1.1 License. During the term of this Agreement, Licensor grants to Licensee a worldwide, perpetual, irrevocable, exclusive, license (including the right to sublicense) to use and disclose the trademarks (including, without limitation, the registrations for and applications to register the trademarks) and all associated logos and designs of the trademarks set forth on Exhibit A attached hereto (the "Marks") in connection with the manufacture, sales, distribution or other exploitation of adult novelty products and additional products as agreed by the parties pursuant to Section 3.6 hereof. All rights granted under this Agreement to Licensee will extend to Licensee's affiliates, which are currently existing or later acquired that (i) control, (ii) are controlled by, or (iii) are under common control with Licensee ("Affiliates"). An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise

1.2 Use. Licensee will apply, use, and reproduce at least one of the Marks, in the size, place, and manner Licensor may indicate from time to time. Licensee shall include where appropriate the designations ® or TM and a statement that the Marks are used under license from Licensor.

1.3 Assignment of Goodwill. If Licensee, in the course of performing its services hereunder, acquires any goodwill or reputation in any of the Marks, all such goodwill or reputation will automatically vest in Licensor when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Licensee, and Licensee agrees to take all such actions necessary to effect such vesting. Licensee will not contest the validity of any of the Marks or Licensor's exclusive ownership of them. During the term of this Agreement, Licensee will not adopt, use, or register, whether as a corporate name, trademark, service mark, or other indication of origin, any of the Marks, or any word or mark confusingly similar to them in any jurisdiction.

1.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Licensee will immediately stop all activities hereunder, cease using the Marks, and not thereafter use the Marks for any reason

1.5 Compliance with Law. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to its use of the Marks, and its sale, distribution and advertising of the services under the Mark.

1.6 No Disparagement of Licensor or Mark. Licensee shall not use the Marks in connection with any activity that disparages Licensor or its products or services, or that damages the reputation for quality inherent in the Marks.

### 2. Term and Termination

2.1 Term. The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

## 2.2 Termination by Licensors.

(a) Breach. In the event Licensee breaches any of its material obligations under this Agreement, Licensors may terminate this Agreement and the license granted in it by giving notice in writing to Licensee of the breach. In the event Licensee does not correct or eliminate the breach within 10 days from the date of receipt of such notice, this Agreement, including the license to use the Marks, shall terminate at the end of the 10 day period.

(b) Option. Licensors may terminate this Agreement and the license granted in it by giving 30 days prior written notice in writing to Licensee of such intent, in which event this Agreement, including the license to use the Marks, shall terminate at the end of the 30 day period.

(c) Change of Control. Licensors will have the right to terminate this Agreement and the license granted in it by giving written notice to Licensee in the event of a Change of Control of Licensee. A "Change of Control" means a transaction in which there is a change in the person or persons holding a controlling interest in the equity of Licensee.

## 2.3 Automatic Termination.

(a) In the event that Licensee dissolves or liquidates or ceases to engage in its business, files a petition in bankruptcy, is adjudicated a bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it and is not discharged within 60 days thereafter or if Licensee makes an assignment for the benefit of its creditors or if a custodian, receiver or trustee is appointed for it or for a substantial portion of its business or assets and such appointment is not discharged within 60 days thereafter, then this Agreement will terminate automatically.

(b) In the event Licensee ceases use the Marks with an intent not to resume, the licenses granted under this Agreement will terminate automatically.

2.4 Effect of Termination. In the event of any termination or expiration of this Agreement, Licensee shall discontinue immediately all use of the Marks. In the event of such termination or expiration, Licensee will cease use of any corporate name incorporating any of the Mark.

2.5 Survival. The provisions of Sections 1.3, 2.4, 2.5 and 3 shall survive termination of this Agreement regardless of the reason for termination.

## 3. Miscellaneous

3.1 Nonassignment/Binding Agreement. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, or Change of Control without the prior written consent of Licensors. Licensors expressly reserves its unilateral right to assign or transfer its interest in this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

3.2 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

3.3 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by first class registered mail, or air mail, as appropriate; or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

3.4 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

3.5 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

3.6 Integration. This Agreement (including the Attachments and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

3.7 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Texas and the United States of America, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas, and each party hereby consents to the personal jurisdiction thereof.

3.8 Interpretation. For purposes of interpreting this Agreement, whenever the context requires, the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include the masculine and feminine genders. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Any reference herein to "the parties" means the entities that are parties to this agreement; any reference to a "third party" means a person or an entity that is not a party to this Agreement.

3.9 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

3.10 Equitable Relief. Licensee acknowledges and agrees that any breach of its obligations under this Agreement with respect to limitations upon its use of the Marks will result in irreparable harm to Licensor which cannot be reasonably or adequately compensated in damages, Licensor will be entitled to injunctive and/or equitable relief to prevent a breach and to secure enforcement thereof, in addition to any other relief or award to which Licensor may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

By:

Steve A. Shubin, Sr.

LICENSEE:

By:

Steve A. Shubin, Sr., President and CEO

**Exhibit A**

**Licensed Trademarks**

Fleshlight

Fleshjack

Fleshlight Girls

Fleshgrip



**Exhibit A**

**Licensed Trademarks**

Exhibit A of that certain Trademark License Agreement effective as of January 14, 2009 by and between Steve A. Shubin, Sr. ("Licensor") and Interactive Life Forms, LLC, a Texas limited liability corporation ("Licensee"), is hereby amended and restated in its entirety, as of December 31, 2009, to read as follows:

Fleshlight

Fleshjack

Fleshlight Girls

Fleshgrip

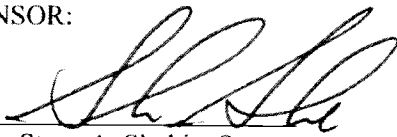
Fleshjack.com

Fleshlube

Sex in A Can


LICENSOR:

By:

  
Steve A. Shubin, Sr.

LICENSEE:

By:

  
Steve A. Shubin, Sr., President and CEO

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Fleshlight

Fleshjack

Fleshlight Girls

Fleshgrip

Fleshjack.com

Fleshlube


Sex in A Can

Raven Riley

Fleshwash


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Fleshlight

Fleshjack

Fleshlight Girls

Fleshgrip

Fleshjack.com

Fleshlube

Sex in A Can

Raven Riley

Fleshwash

Blade

Sword

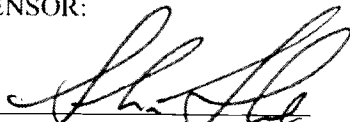
Equifoal

Freaks!

Flight

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By:

  
Steve A. Shubin, Sr.

LICENSEE:

By:



Steve A. Shubin, Sr., President and CEO