

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION**

OUTLAWLESSNESS PRODUCTIONS INC., BAND
OF OUTLAWS TOURING, INC., and GUITAR ARMY
PUBLISHING, INC.

Plaintiffs

v.

HENRY PAUL, MONTE YOHO, CHRIS ANDERSON,
BILLY CRAIN, RANDY THREET, JOHN COLEMAN,
JOHN GELLMAN, BLACKHAWK, and the HENRY
PAUL BAND

Defendants.

Civil Action No.

**PLAINTIFF'S COMPLAINT FOR
BREACH OF CONTRACT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT,
UNFAIR COMPETITION, CONVERSION, AND TORTIOUS INTERFERENCE WITH A
BUSINESS RELATIONSHIP AND WITH A CONTRACTUAL RELATIONSHIP**

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Plaintiffs, by and through their counsel, allege upon knowledge to
themselves and upon information and belief as to all other matters, as follows:

I NATURE OF THE ACTION

1. This is an action for breach of contract, copyright infringement,
trademark infringement, unfair competition, conversion, and tortious interference with

business and with contractual relationships, brought on behalf of plaintiff Outlawlessness Productions, Inc. (hereinafter “Outlawlessness”) owner of the “OUTLAWS” trademark (hereinafter the “Mark”), plaintiff Band of Outlaws Touring, Inc. (hereinafter “Band of Outlaws”) that originally created and licensed the “WWW.OUTLAWSMUSIC.COM” domain name (hereinafter the “Domain Name”), and plaintiff Guitar Army Publishing, Inc. (“Guitar Army”) claimant of the musical work “Full Circle.” (The receipt for the Domain Name registration is attached hereto as Exhibit A.) (The copyright registration number for “Full Circle” is SRu613–669, and the registration certificate is attached hereto as Exhibit B.)

2. The lawsuit is brought against defendants Henry Paul, Monte Yoho, Chris Anderson, Billy Crain, Randy Threet, and John Coleman (hereinafter the “Licensee Defendants”), musicians in the Outlaws, a musical group principally known for playing what is called southern rock.

3. Licensee Defendants entered into an agreement with Plaintiff waiving any rights to or in Plaintiff’s trademark titled “Outlaws Trademark Touring License” (known hereinafter as the “License” and attached hereto as Exhibit C) that permitted Licensee Defendants to use Plaintiff’s trademark for live performances and merchandise sales during those performances but restricted Licensee Defendants from any use until they had received Plaintiff’s prior written authorization. (Exhibit C, Sections 2 and 11.1.)

4. Following the September 2007 death of Plaintiffs’ principal, Hugh E. (“Hughie”) Thomasson, Licensee Defendant Henry Paul told Mary Thomasson,

Plaintiffs' current owner and chief officer, that the Defendants would take over the Outlaws.

5. While grieving over the premature loss of her guitar/vocalist husband, Defendants have taken advantage of Mary Thomasson and the Plaintiff companies. Licensee Defendants have deliberately proceeded to acquire various of Plaintiffs' assets, to use Plaintiff's Marks and unpublished copyrighted musical works, and interfered with Plaintiffs' business and contractual relationships through unfair competitive and other illegal means.

6. Licensee Defendants have entered into agreements with third parties involving the use of Plaintiff's word and icon Marks without receiving Plaintiff's prior consent, without notifying Plaintiff, and without supplying Plaintiff with copies of executed documents in violation of the terms of the License. Licensee Defendants have also had confusingly similar marks created and used on similar products in direct competition with Plaintiffs.

7. Licensee Defendants have converted Plaintiff's Domain Name, website, and MySpace page to Licensee Defendants' own use. It is believed that this was done by conspiring with Defendant John Gellman who once worked on Plaintiff Band of Touring's website. It is believed that Defendant Gellman knew Plaintiffs' administration information (*i.e.*, user identifications and passwords) to the Domain Name, Plaintiff's website located by the Domain Name (hereinafter the "Website"), and Plaintiff's MySpace page account and that Defendant Gellman wrongly offered this information to Licensee Defendants. This allowed Licensee Defendants to change

the administration information and thus bar Plaintiff from accessing its Domain Name account at registrar Network Solutions, accessing the software that controls the Website, and controlling its MySpace Outlaws page.

8. Licensee Defendants have unfairly competed by selective word use in creating links to Licensee Defendants' and Plaintiff's merchandise pages on the Website and eventually by eliminating completely all reference to Plaintiff's merchandise on the Website.

9. Licensee Defendants and possibly Defendant Gellman have interfered with Plaintiff's contractual and business relationships by first modifying the registration information so that Plaintiff would not be notified of the registration fee due date, paying the fee and licensing the Domain Name for themselves, changing the Domain Name registrar, redirecting payments from Plaintiff's merchandise company to themselves and then interfering with Plaintiff's merchandise page(s) on the Website permanently damaging Plaintiff's association with the product manufacturer, and Licensee Defendants have interfered with Plaintiff's prospective business relationship with a music company permanently damaging Plaintiff's opportunity to distribute two recorded CD albums (*i.e.*, phonorecords).

10. Defendant Blackhawk and Defendant Paul have engaged in unfair competition by intentionally employing the same musicians as in the Outlaws, having the musicians play Outlaws' musical works, and using similar promotional materials to those used by the Outlaws.

11. Licensee Defendants have willfully infringed Plaintiff's unpublished copyright registered musical works by publicly displaying the music on the Website.

12. The Henry Paul Band has recently assumed control of the Website, renamed it the "Official Home of the Henry Paul Band," while continuing to use Plaintiff's Domain Name and leaving the Website as it was graphically when it was used to promote the Outlaws.

II PARTIES

13. Plaintiff Outlawlessness Productions, Inc. is a corporation duly organized under the laws of the State of Florida, with its place of business in Florida and in this District, and is duly qualified to transact business in Florida.

14. Plaintiff Band of Outlaws Touring, Inc. is a corporation similarly organized under the laws of the State of Florida, with its place of business in Florida and in this District, and is duly qualified to transact business in Florida.

15. Plaintiff Guitar Army Publishing, Inc. is a corporation organized under the laws of the State of Florida, with its place of business in Florida and in this District, and is duly qualified to transact business in Florida.

16. Defendant Henry Paul is an individual believed to reside in the State of New York.

17. Defendant Monte Yoho is an individual believed to reside in the State of Florida.

18. Defendant Chris Anderson is an individual whose residence is unknown.

19. Defendant Billy Crain is an individual whose residence is unknown.

20. Defendant Randy Threet is an individual whose residence is unknown.

21. Defendant John Coleman is an individual whose residence is unknown.

22. Defendant John Gellman is an individual whose residence is believed to be in Hickory, North Carolina. Defendant Gellman is believed to be a software developer and part-time photographer.

23. Defendant Blackhawk is believed to be a corporation organized under the laws of the State of Tennessee, with its place of business in Tennessee.

24. Blackhawk is a musical group that is headed by Licensee Defendant Henry Paul and employs, in some fashion, Licensee Defendants Monte Yoho, Chris Anderson, Billy Crain, Randy Threet, and John Coleman.

25. The Henry Paul Band is believed to be a sole proprietor entity headed by Licensee Defendants Henry Paul and Monte Yoho, and its residence is unknown.

26. Each of the Licensee Defendants are and at all times have been a party to the unlawful activities complained of herein, and/or acted in concert or combination with the other named Licensee Defendant(s) and/or has aided and abetted the other Defendant(s) and/or has acted as an agent for the other Defendant(s) with respect to the actions and matters described in this Complaint.

27. At all times herein mentioned, each of the Defendants has engaged in a conspiracy, common enterprise, and common course of conduct with the other

Defendant(s). The purpose of the conspiracy, common enterprise, and common course of conduct has been, among other things, to serve the Defendant(s)' own economic benefit by intentionally, purposefully, and willfully contributing to and benefiting from the infringement of Plaintiffs' copyrights, trademarks, and other rights under the Lanham Act, the U.S. Copyright Act, and state statutory and common law throughout the United States and the world. Each of the Defendants knowingly and intentionally has committed acts in furtherance of the conspiracy, common enterprise, and common course of conduct, and each is liable for the acts and conduct of the others.

III JURISDICTION

28. The Court has jurisdiction under 15 U.S.C.A. § 1121 and 28 U.S.C.A. §§ 1331 and 1338(a) in that this case arises under the Trademark Laws of the United States 15 U.S.C.A. §§ 1051 et seq. and Copyright Act of the United States 17 U.S.C. §§ 101 et seq.

29. The Court has jurisdiction of the unfair competition claims under the provisions of 28 U.S.C.A. § 1338(b) in that the claims are joined with a substantial and related claim under the Trademark Laws of the United States, 15 U.S.C.A. §§ 1051 et seq.

30. This Court has jurisdiction pursuant to the supplemental jurisdiction provisions of 28 U.S.C. § 1367.

31. This Court has personal jurisdiction over Defendants in that Defendants solicit, transact, and conduct business in the State of Florida and in this

District, have committed tortious acts both within and outside Florida causing injury in Florida, and are regularly doing or soliciting business or engaging in a persistent course of conduct in this State. Defendants expect or reasonably should expect their conduct to have consequences in Florida, and derive substantial revenue from interstate commerce. Among other things, Defendants have facilitated and encouraged the infringement of Plaintiffs' trademarks and unfair competition in Florida. In addition, Blackhawk and Licensee Defendants operate interactive systems and services that encourage and allow Florida residents to upload comments about Blackhawk and the Outlaws, their musicians, concerts, and activities, to order music, products, and so on. Defendants have caused harm to Plaintiffs in Florida, where Plaintiffs are located, and where many potential customers of Plaintiffs' products are thereby diverted from legitimate transactions. Plaintiffs' claims arise out of the conduct that gives rise to personal jurisdiction over Defendants.

IV VENUE

32. The Court has jurisdiction under 28 U.S.C. §§ 1391(b) and (c), including that the Plaintiff and Licensee Defendants entered into the License stipulating that in the event of litigation the "Agreement shall be subject, construed, and interpreted in accordance with the laws of the State of Florida." Further, "the Parties mutually agree that personal jurisdiction and venue shall be proper in the state and (sic) federal courts situated in Pinellas County, Florida, and agree that any

litigated dispute will be conducted solely in the courts in St. Petersburg, Florida, or the nearest federal court.” (Exhibit C, Sec. 9.)

33. The Court also has jurisdiction under 28 U.S.C. § 1400(a) in that a copyright action may be brought in any district in which the defendant is subject to personal jurisdiction. *See Milwaukee Concrete Studios, Ltd. Fjeld Mfg. Co.*, 8 F.3d 441, 445 (7th Cir. 1993) (venue proper in district because defendant was subject to personal jurisdiction under Wisconsin long-arm statute).

V BACKGROUND FACTS COMMON TO ALL COUNTS

34. The musical group known as the Outlaws is one of the older rock groups still performing. The Outlaws were formed in Tampa, Florida, in 1968 by the late guitarist-vocalist Hugh E. (Hughie) Thomasson and five other musician/vocalists, none of them parties in this action. The Outlaws have recorded fifteen albums, and arguably their best known musical works are “There Goes Another Love Song,” “Green Grass and High Tides,” and “”(Ghost) Riders in the Sky.”

35. As with many contemporary musical groups, the Outlaws experienced numerous changes as musicians came and went over the years. However, the one constant was Hughie Thomasson who was the acknowledged leader of the band. Hughie became the guardian of the “OUTLAWS” name, which remained with Hughie no matter what musician changes occurred.

36. By 1996 Hughie was the last original member of the Outlaws, and the group was largely confined to working smaller club dates. Hughie accepted a position with the Lynard Skynard band until early 2005.

37. Wherever he was, Hughie Thomasson promoted the Outlaws by word and deed, often wearing “OUTLAWS” branded T-shirts during Skynard concerts and telling reporters that the Outlaws would one-day tour again. Since their first album, Outlaws’ recordings have remained continuously available, Outlaws’ tunes can be heard on broadcast radio stations, and as Internet “radio” has grown Outlaws’ songs are increasingly heard there. As the keeper of the Outlaws’ flame, Hughie was nicknamed “Mr. Outlaw” and “The Lone Outlaw.”

38. Licensee Defendant Monte Yoho briefly substituted in 1969 for the original Outlaws drummer, but Defendant Yoho didn’t become an Outlaws member until 1970 through 1975.

39. Licensee Defendant and guitarist/vocalist Henry Paul’s career with the band began in 1972 and he left in 1977. He returned in 1983 and departed three years later in 1986. Licensee Defendant Paul again returned when the Outlaws reformed in 2005, but in 2006 he left to resume his career with Defendant Blackhawk. After Hughie Thomasson’s September 2007 death, Defendant Paul rejoined the Outlaws.

40. Defendant Chris Anderson, guitarist and vocalist, was with the Outlaws from 1986 to 1989, and he rejoined when the band was reformed in 2005.

41. Randy Threet, bass player and vocalist, has been with the band since its 2005 reorganization.

42. Billy Crain, guitar and vocals, and Jon Coleman, keyboard and vocals, joined in 2008.

43. Plaintiffs are Florida corporations formed by Hughie Thomasson and his wife, Mary Thomasson, and are now owned and operated by Ms. Thomasson.

44. Plaintiff Outlawlessness has invested and continues to invest substantial sums of money, time, effort, and creative talent to discover and develop, create, manufacture, advertise, promote, sell, and license high quality products, including recordings, that embody Outlaws' performances, lifestyle, and experience.

45. Over the years, Plaintiff has invested and continues to invest significant financial sums attempting to protect and promote its word and icon Marks. Plaintiff Outlawlessness applied for a federal registration of the "OUTLAWS" mark with the U.S. Patent and Trademark Office on July 26, 2000.¹ (The U.S. Patent and Trademark Office TESS report of Plaintiff's Outlaws' trademark application is attached hereto as Exhibit D.)

46. The U.S. Trademark Office describes Plaintiff's trademark as "consist(ing) of a Cow skull surrounded by a rope and entangled by two Rattle Snakes, (the word) "Outlaws" (is) at the top."

47. After Hughie Thomasson left Lynard Skynard in 2005 to re-establish the Outlaws, musicians were hired and they waived any rights in the "OUTLAWS"

¹ The application has been suspended since that time due to applications for "Outlawz" and "Outlaw Records" marks that were made a few months prior to the Outlaws application. Plaintiff Outlawlessness is currently engaged in a cancellation proceeding before the Trademark Trial and Appeal Board against the owner of the "Outlawz" and "Outlaw Records" mark registrations.

Marks. (The Band of Outlaws' agreements with Licensee Defendants Paul and Yoho are attached hereto as Exhibit E; See paragraph 4.)

48. During the reformation, upon information and belief, Licensee Defendant Paul volunteered to handle establishment of an Outlaws' domain name, website, and MySpace page. It is believed that Licensee Defendant Paul enlisted Defendant John Gellman to accomplish or help in these matters.

49. Using his credit card, Hughie Thomasson registered the Domain Name "OUTLAWSMUSIC.COM" with registrar Network Solutions, LLC, in the name of Plaintiff Band of Outlaws, on March 1, 2006. (Exhibit A.)

50. Upon information and belief, Defendant Gellman also established an agreement for "OUTLAWS" branded products with Choice Merchandise of North Carolina, a firm that counted among its clients many others in the entertainment field.

51. A page displaying "OUTLAWS" branded goods by Choice Merchandise was published in the "Store" section of the Website, and payments for sales of the goods were sent to Plaintiff.

52. Licensee Defendant Paul again left the Outlaws in 2006, but the group continued to tour and to perform.

53. At the Hughie Thomasson memorial in or around September 2007, Licensee Defendant Paul told Mary Thomasson that he (Paul) was going to take over the Outlaws (musical group).

54. After negotiations between Plaintiff Outlawlessness, Licensee Defendant Paul, and others, Plaintiff and Licensee Defendants entered into a trademark licensing agreement known herein as the License. (Exhibit C.)

55. George Cappellini, G&G Entertainment Consultants, LLC, 386 Concord Street, Cresskill, NJ 07626 represented licensee Defendants in negotiating the License.

56. Agent Cappellini was advised both orally by Plaintiff's counsel and in writing (Exhibit C, Sec. 11.9) to seek the advice of counsel.

57. The rights granted in the License include the use of Plaintiff's "Mark(s)" for (i) live performances featuring the Licensees (*i.e.*, Licensee Defendants), and (ii) the advertising, promotion, and sale of Products to third party consumers."

58. In consideration for the grant of rights, Licensee Defendants were to pay four percent (4%) of the gross amount paid to Licensee Defendants by a venue for a live performance and four percent (4%) of the net amount received from the sales of merchandise during live performances

59. Licensee Defendants' rights are limited by Sec. 2(iv) of the License giving Plaintiff the exclusive right to terminate under Section 7.3 of the License in the event Licensee Defendants fail to perform any of the terms or provisions of the License or if the default is not corrected within thirty (30) days of notification. Licensee Defendants' rights are also restricted in that they may not enter into any sublicense agreement (Exhibit C, Sec. 6) or use the Mark(s) in any way without Plaintiff's prior written authorization (Exhibit C, Sec. 11.1). Licensee Defendants are further

obligated to inform Plaintiff of the identity and address of each sublicensee and supply a copy of each concluded agreement. (Exhibit C, Sec. 6) In the event of License termination, Licensee Defendants “shall immediately cease using any of the Marks, and all rights licensed to the Licensee (*i.e.*, Licensee Defendants) revert to the Owner (*i.e.*, Plaintiff).” (Exhibit C, Sec. 7.5)

Merchandise

60. Upon information and belief, Licensee Defendant Paul and Defendant Gellman negotiated an agreement with Choice Merchandise of North Carolina, whereby Choice Merchandise manufactured or obtained, advertised, and sold “OUTLAWS” branded merchandise like T-shirts, baseball caps, key chains, insulated can holders, and the like on the Website.

61. Plaintiff regularly received payments from the licensing of its “Marks” with Choice Merchandise until late 2007, or so.

62. In late 2007 or early 2008, Licensee Defendant’s agent, George Cappellini, first notified Plaintiff that Licensee Defendants were thinking about producing merchandise in the nature of T-shirts adorned with Plaintiff’s word Mark and “updated versions” of Plaintiff’s icon Mark.

63. After being presented with a few designs, Plaintiff approved only one T-shirt design that included the use of Plaintiff’s “OUTLAWS” word mark and a photograph of the Licensee Defendants on the front of the shirt. Licensee Defendants’ agent was told the other designs were rejected due to the use of derivative icon Marks.

64. Upon information and belief, Licensee Defendants entered into an agreement with Richards & Southern, Inc., Goodlettsville, Tennessee, or a similar company, to produce merchandise bearing Plaintiff's word and icon Marks, and most often derivatives of Plaintiff's icon Mark.

65. Upon information and belief, Licensee Defendants had Richards & Southern create and maintain a web page on the Richards & Southern website from which merchandise is sold including the approved T-shirt and unapproved products.

66. In early summer 2008, Plaintiff wrote a letter of complaint to Choice Merchandise regarding its failure to pay. Upon information and belief, Choice Merchandise claimed it had been told by Licensee Defendant Yoho and/or Defendant Gellman to begin directing payments to Licensee Defendants.

Unpublished Musical Works

67. Plaintiff, under the direction of Hughie Thomasson, recorded a number of musical works and compiled them as a CD-ROM phonorecord entitled "So Low."

68. Some but not all of the Licensee Defendants were involved as musicians in recording the "So Low" musical works.

69. Plaintiff hired and paid the musicians a flat fee, and the musicians do not receive royalties or other payments.

70. Hughie Thomasson registered the music, words, and sound recording in the musical works on the "So Low" phonorecord on or around February 2006, including the work titled "Full Circle." (Exhibit B.)

71. Upon information and belief, Licensee Defendants have been performing some of the unpublished musical works from the “So Low” phonorecord.

72. Licensee Defendants displayed a recorded live performance of the registered, unpublished musical work “Full Circle” on the Website.

Recording Contract

73. In and around August 2008, Plaintiff was in the process of negotiating a phonorecord distributing contract with Airline Records, LLC, a division of Fuel 2000 Records, Inc. (hereinafter “Airline/Fuel”). The basic deal was for distribution of two (2) phonorecords that Plaintiff had recorded earlier, titled “So Low” and “Once an Outlaw.”

74. Licensee Defendants heard about Plaintiff's negotiations, contacted Airline/Fuel, and demanded that the contract also include the recording of two (2) performances by the Licensee Defendants, among other things.

75. Licensee Defendants’ demands eventually caused Airline/Fuel to withdraw from the negotiation.

Domain Name and Website

76. Hughie Thomasson originally registered the domain name WWW.OUTLAWSMUSIC.COM (hereinafter “Domain Name”) with Network Solutions, LLC, a domain name registrar, on March 1, 2006, in the name of Band of Outlaws Touring, Inc., a company formed to handle the touring needs of the 2005 resurrected Outlaws. With regard to the Domain Name administration information (*i.e.*, typically a

user ID and password), Hughie Thomasson used terms closely associated with the Outlaws and himself.

77. The Domain Name contains the “OUTLAWS” word Mark.

78. Upon information and belief, Hughie Thomasson permitted Defendant Gellman to work on the Website.

79. Upon information and belief, Defendant Gellman continues to have a close relationship with Licensee Defendants in that Defendant Gellman has photographs of the Licensee Defendants during live performances as well as a copyright notice in his name for the images on all Website pages.

80. Upon information and belief, Defendant Gellman also has photographs and a copyright notice on Defendant Blackhawk’s website.

81. Upon information and belief, because he had access to the Website, Defendant Gellman also had knowledge of the Domain Name administration information.

82. Knowledge of the Website administration information provides access to the software controlling the design and operation of the Website, and knowledge of the Domain Name administration information provides access to the registrar’s “OUTLAWSMUSIC.COM” registration account.

83. To consolidate control after Mr. Thomasson’s September 2007 death, Plaintiff told Defendant Gellman that he was to discontinue any activity with regard to the Website. Upon information and belief, at some time prior to or after his dismissal,

Defendant Gellman gave the Domain Name and Website administration information to Licensee Defendants.

84. Since late in 2007, upon information and belief, Licensee Defendants changed the Domain Name and Website administration information and have therefore maintained and controlled the Domain Name account. From that time forward, Plaintiff no longer received e-mails from the Domain Name registrar regarding registration fee payments, and it is believed Defendants began receiving the registration fee notices.

85. Subsequent to execution of the License, Plaintiff's counsel and Licensee Defendant's agent, George Cappellini, discussed Licensee Defendant's use of Plaintiff's Website. The parties orally agreed that Licensee Defendants could use the Website to display concert photographs and videos, announce upcoming concert dates and locations, and serve as an outlet for the Licensee Defendants' messages to fans. Plaintiff expressly forbade any use of the Website for uncensored fan comments, or any other use, and Plaintiff never authorized Licensee Defendants takeover of the Website or Domain Name.

86. Because Plaintiff wasn't receiving Domain Name payment notices, on or around early March 2009 Plaintiff checked Network Solutions about paying the Domain Name registration fee. Plaintiff found that Licensee Defendants had already paid the fee and changed the registration owner's address from a "Private

Registration”² (Exhibit A) to a corporation in which Licensee Defendants Paul and Yoho are officers.

87. The registration contact was now given as (e-mail address) MONTE_YOHO@HOTMAIL.COM that, upon information and belief, belongs to Licensee Defendant Yoho.

88. On or around September 19, 2009, Licensee Defendants transferred the Domain Name registration from Network Solutions, LLC to registrar GoDaddy.com, without notice to Plaintiff and without Plaintiff’s consent.

89. With the registrar change, Licensee Defendants now named the Domain Name owner as “1400 18th Avenue S.” in place of Plaintiff’s Band of Outlaws.

90. Despite Plaintiff’s written pleas, Defendants have failed to change the Domain Name registration information back to that of the Band of Outlaws Touring, Inc., or to reveal the administration information that will give Plaintiff access to the Domain Name registration account.

91. License Defendants have also refused to reveal the Website administration information or permit Plaintiff’s access to the Website software.

Website Store

92. Prior to late 2008 or early 2009, Plaintiff’s Website “Store” had one or two pages showing Plaintiff’s branded products supplied by Choice Merchandise.

² A “Private Registration” is where Network Solutions keeps a domain owner’s name and address confidential, and was used by Plaintiff Band of Outlaws in their registration.

93. After that time and without Plaintiff's consent, Licensee Defendants removed the pages from the "Store" and in their place inserted a single page containing two links. One link led to a page containing Licensee Defendants' merchandise.

94. Licensee Defendants' link was written as "New Outlaws Merchandise" while the link to Plaintiff's merchandise page was merely listed as "Outlaws Merchandise."

95. Sometime after Plaintiff sent an e-mail of complaint, the link page was deleted. In its place a Website "Store" page was inserted that displayed only Licensee Defendants' merchandise.

96. All references to Plaintiff's merchandise were entirely deleted from the Website.

97. Despite Plaintiff's written complaints, no response was received from Licensee Defendants until after Plaintiff sent its October 14, 2009, License Termination letter.

MySpace Page

98. Upon information and belief, at Licensee Defendant Paul's suggestion, Defendant Gellman created a MySpace Outlaws page for Plaintiff.

99. Upon information and belief, Defendant Gellman has continued to oversee the MySpace page or has turned it over to Licensee Defendants, but in any case it is believed that Defendant Gellman or Licensee Defendants changed the

administration information because Plaintiff cannot access the Outlaws MySpace account using the original administration information.

100. The MySpace Outlaws page carries the “OUTLAWS” Mark.

Recordings

101. Upon information and belief, Licensee Defendants established an agreement with a company or companies to record the lyrics and music to a number of live performances and to provide CD-ROMS for purchase and digital files for purchase by downloading.

102. Upon information and belief, the phonorecords include:

102.1 “WANTED THE OUTLAWS LIVE,” that MySpace advertising shows was released March 3, 2009, by K-tel.

102.2 “OUTLAWS GREEN GRASS AND HIGH TIDES FOREVER, LIVE,” that iTunes shows Deadline Music released March 1, 2009.

103. The agreements were made and Marks used, including use of confusingly similar derivative icon marks, without Plaintiffs’ knowledge or consent.

Blackhawk

104. In late 2008 or 2009, Plaintiff discovered that Defendant Blackhawk had the identical lineup of musicians as the Outlaws.

105. Licensee Defendant Paul is the leader of and, upon information and belief, is the owner of Blackhawk.

106. The same and similar devices have been used to promote the Outlaws and Blackhawk.

107. The musicians of Blackhawk have played Outlaws musical works.

Henry Paul Band

108. On or around January 1, 2009, the Website changed again so that anyone using the Domain Name was automatically directed to a splash page before they could see any other Website page.

109. The splash page contained a message from Licensee Defendants Paul and Yoho explaining the possible presence of a new band called the Outlaws, and that the Licensee Defendants were henceforth going to be called the Henry Paul Band.

110. The Website appears virtually unchanged from when it was used for the Outlaws, except that the title "Official Home of the Henry Paul Band" now appears. The same photographs, links using the Outlaws Mark, and other design information remain the same.

111. Plaintiff wrote an e-mail on or around September 10, 2006, to Licensee Defendant Paul and Licensee Defendants' agent Cappellini complaining about several of the above matters, but no answer was received.

112. On October 14, 2009, Plaintiff wrote a notice of termination and sent it by e-mail and U.S. Mail to Licensee Defendants Paul and Yoho and agent Cappellini.

The notice terminated all use of Plaintiff's Marks as of the date of the letter and terminated all live performances as of December 31, 2009.

Defendants' Financially Benefit From Their Wrongful Activity

113. Defendants have benefitted and continue to benefit financially from their wrongful activity in a number of ways. By not seeking Plaintiff's prior consent to use of its Mark(s), Defendants may have been able to enter into agreements with third parties and not had to pay royalties to Plaintiff for use of its Mark(s). By selling unauthorized merchandise in unfair competition with Plaintiff, Licensee Defendants have financially profited. By hiring the same musicians for Blackhawk, and more recently the Henry Paul Band, Licensee Defendants have attempted to free ride off of the Outlaws greater fame. At the same time, by playing as the Outlaws, Licensee Defendants have had access to consumers they wouldn't otherwise have been able to reach through Blackhawk or the Henry Paul Band.

VI CAUSES OF ACTION

COUNT ONE

Breach of Contract

114. Paragraphs 1 through 116 above are realleged and incorporated herein by reference insofar as applicable to this claim.

115. Section 6 of the License requires Licensee Defendants to obtain written approval from Plaintiff prior to entering into any sublicensing agreement, and Section 11.1 forbids any Mark use without Plaintiff's prior consent. (Exhibit C.)

116. By executing the License, Licensee Defendants agreed that they could not use in any way Plaintiffs' Mark(s) without prior written consent. (Exhibit C, Sec. 11.1.)

Manufacture of Merchandise Bearing Plaintiff's Marks

117. By the actions alleged above, Licensee Defendants have breached and are breaching the License with Plaintiff Outlawlessness by (a) entering into a sublicense with Richards & Southern to produce "OUTLAWS" merchandise, (b) failing to notify Plaintiff about the agreement, and (c) failing to supply Plaintiff with a copy of the finalized sublicense. (Exhibit C, Sections 6 and 11.1.)

118. Licensee Defendants' breaches of the License have caused material financial harm to Plaintiff.

Merchandise Sales

119. By the actions alleged above, Licensee Defendants breached and will continue to breach the License by selling "OUTLAWS" merchandise (a) on the Website, (b) on the Richards & Southern website. (Exhibit C, Sec. 2.)

120. These material breaches of the License by Licensee Defendants have caused serious harm to Plaintiff.

Recordings

121. By the actions alleged above, Licensee Defendants have breached the License by (a) entering into sublicenses with third parties to use Plaintiff's Marks

without authorization on two recordings, “WANTED, THE OUTLAWS, LIVE” and “OUTLAWS, GREEN GRASS AND HIGH TIDES FOREVER, LIVE,” (b) failing to notify Plaintiff about the agreements or send copies of the finalized agreements to Plaintiff, (c) selling or having the resulting products sold in venues other than during Outlaws’ live performances. (Exhibit C, Sections 2, 6, 11.1.)

122. Licensee Defendants’ material breaches have caused Plaintiffs to suffer serious loss and harm.

GoDaddy Domain Name Registration

123. By the actions alleged above, License Defendants breached the License by (a) contracting with registrar GoDaddy to register Plaintiff’s Domain Name containing Plaintiff’s word Mark (a sublicense), and (b) failing to notify Plaintiff and send a copy of the final agreement. (Exhibit C, Sections 6 and 11.1.)

124. As a result of Licensee Defendants’ breaches, Plaintiff has suffered serious harm.

125. By the actions alleged above, Licensee Defendants have breached and will continue to breach the License between Plaintiff and Licensee Defendants.

126. Plaintiff is therefore entitled to recover from Licensee Defendants the damages Plaintiff has sustained and will sustain.

COUNT TWO

**Copyright Infringement
17 U.S.C. § 106**

127. Paragraphs 1 through 129 are incorporated herein by reference insofar as applicable to this claim.

128. By the actions alleged above, Licensee Defendants' display of Plaintiff's registered but unpublished musical work, "Full Circle," on the Website constitutes an infringement of Plaintiff's exclusive rights under the Copyright Act, 17 U.S.C. § 106.

129. Licensee Defendants' activity consists of willful infringement.

COUNT THREE

**Trademark Infringement
15 U.S.C. § 1125**

130. Paragraphs 1 through 132 are incorporated herein by reference insofar as applicable to this claim.

Merchandise

131. By the actions alleged above, Licensee Defendants have had goods produced that are confusingly similar or identical to Plaintiffs' products bearing the "OUTLAWS" word and icon Marks but more commonly the word and confusingly similar, derivative icon marks.

132. In producing and selling this unauthorized merchandise Licensee Defendants have (a) infringed Plaintiff's Marks, and (b) have made false designations of origin in passing off their goods as Plaintiff's goods.

MySpace Page

133. By the actions alleged above, assuming control of Plaintiff's MySpace account and page (a) bearing the "OUTLAWS" Mark and (b) requiring use of the Mark to locate the page (MYSACE.COM/OUTLAWSMUSIC), Licensee Defendants have infringed and will continue to infringe Plaintiff's rights in the Mark.

Recordings

134. By the actions alleged above, Licensee Defendants have infringed and will continue to infringe Plaintiff's rights by (a) their unauthorized use of Plaintiff's word Mark, and (b) their use of confusingly similar, derivative icon marks in the promotion and sale, including the downloading of digital files of music therein, of the mini-phonorecords entitled "WANTED, THE OUTLAWS, LIVE," and "OUTLAWS, GREEN GRASS AND HIGH TIDES FOREVER, LIVE."

Domain Name

135. By the actions alleged above, pursuant to 15 U.S.C. § 1125(d)(1), Defendant Henry Paul Band—specifically Defendants Paul and Yoho, and Licensee Defendants, have infringed and will continue to infringe Plaintiff's rights by the unauthorized use and registration of the Domain Name that contains Plaintiff's word

Mark, and as used and registered by the Defendants the Domain Name is confusingly similar to the Mark, and the Mark being famous at the time of registration of the Domain Name, the Domain Name is confusingly similar to and dilutive of the Mark.

136. Defendant Henry Paul Band and Defendants Paul and Yoho further infringe Plaintiff's rights by use of the Mark in various areas of the former unmodified Outlaws' Website.

COUNT FOUR

Unfair Trade Practice and Unfair Competition 15 U.S.C. § 1125

137. Paragraphs 1 through 140 are incorporated herein by reference insofar as applicable to this claim.

Website Store

138. By the actions alleged above, Licensee Defendants have engaged in and will continue to engage in unfair trade practice and unfair competition by (a) replacing Plaintiff's Website merchandise page with a page containing links to both Licensee Defendants' and Plaintiff's merchandise that favors Licensee Defendants in its placement of the links and use of the word "New" on Licensee Defendants' link, and (b) by removing all indication or links to Plaintiff's merchandise from the Website, (c) by establishing an Outlaws merchandise page on the Richards & Southern website in direct competition with Plaintiff's merchandise, and (d) upon information and belief by

directing Plaintiff's goods producer, Choice Merchandise, to redirect royalties from the sales of "OUTLAWS" goods to Licensee Defendants.

Blackhawk

139. By the actions alleged above, Defendant Blackhawk has competed unfairly with Plaintiff by (a) hiring the same musicians as in the Outlaws, and (b) scheduling performances in the same states, in close geographic proximity, and in close periods of time, to Outlaws' performances, (c) upon information and belief, performing Outlaws' musical works in performances and possibly in broadcast transmissions, (d) using some of the same promotional devices that have been used by the Outlaws.

Henry Paul Band

140. By the actions alleged above, Defendant Henry Paul Band, and especially Defendants Paul and Yoho, have unfairly competed with Plaintiffs by (a) assuming control of Plaintiff's Website and Domain Name that use Plaintiff's word Mark, (b) renaming the Website the "Official Home of the Henry Paul Band" yet leaving all other graphic design elements of the former Outlaws' Website in place including links labeled with the "OUTLAWS" Mark, and (c) continuing to use the Domain Name that contains Plaintiff's word Mark, (d) a Domain Name that has become distinctive and protectable in its own right.

COUNT FIVE
Conversion

141. Paragraphs 1 through 144 above are realleged and incorporated herein by reference insofar as applicable to this claim.

MySpace Page

142. By the actions alleged above, unauthorized by Plaintiff, by changing the Outlaws MySpace account administration information, or working in close liaison to make this change possible, Licensee Defendants and Defendant Gellman have deprived Plaintiff of its property right in the MYSPACE.COM/OUTLAWSMUSIC page and these acts equate to conversion.

Domain Name

143. By the actions alleged above, License Defendants and Defendant Gellman have deprived Plaintiff of possession of the Domain Name by changing the account administration information, or working in close liaison, that equates to a conversion.

Website

144. By the actions alleged above, License Defendants, Henry Paul Band, and specifically Defendants Paul and Yoho have deprived Plaintiff of possession of the Website by changing the site administration information, or equivalent that controls access to the Website design and management software, that equates to a conversion.

COUNT SIX
Tortious Interference

145. Paragraphs 1 through 148 above are realleged and incorporated herein by reference insofar as applicable to this claim.

146. At all relevant times, each of the Licensee Defendants have been aware of the business and contractual relationships between Plaintiffs and Choice Merchandise and Network Solutions, LLC.

Choice Merchandise

147. By the actions alleged above, Licensee Defendants' and Defendant Gellman's actions constitute intentional and unjustified tortious interference with Plaintiff's contractual and business relationship with Choice Merchandise: (a) redirecting Choice Merchandise payments from Plaintiff to Licensee Defendants, (b) replacing Plaintiff's Choice Merchandise Website "Store" products page with a page showing only links to merchandise, (c) establishing a Website page for Licensee Defendants' merchandise, (d) deleting all reference to Plaintiff's Choice Merchandise "OUTLAWS" products on the Website, and (e) selling Licensee Defendants' Outlaws merchandise from the Richards & Southern website.

Domain Name

148. By the actions alleged above, Licensee Defendants and Defendant Gellman have intentionally and unjustifiably tortiously interfered with Plaintiff's

contractual relationship with Network Solutions regarding the Domain Name by (a) changing the account administration information so that Plaintiff could not access the account and would not receive e-mails regarding annual registration fee notices, (b) upon information and belief, purchasing the Domain Name on or around March 1, 2009, (c) transferring the registration from Network Solutions to GoDaddy under false pretenses of ownership.

VII PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Outlawlessness Productions, Inc., Band of Outlaws Touring, Inc., and Guitar Army Publishing, Inc. request that this Court:

A. Pursuant to 15 U.S.C. § 1118, order the seizure and destruction of

1 Defendant Richards & Southern's "OUTLAWS" branded
merchandise, packaging, advertising, labels, and the like;

2 Defendant K-tel's "OUTLAWS" branded albums, specifically the
album titled "WANTED, THE OUTLAWS, LIVE," and any supporting or
additional Outlaws branded merchandise, packaging, advertising, labels,
and the like;

3 Defendant Deadline Music's "OUTLAWS" branded albums,
specifically the album titled "OUTLAWS, GREEN GRASS AND HIGH TIDES
FOREVER, LIVE," and any supporting or additional Outlaws branded
merchandise, packaging, advertising, labels, and the like;

B. Order Licensee Defendants to re-register the Domain Name using Plaintiff Outlawlessness Productions, Inc.'s name and address as registrant and to reveal the User Identification and Password used to access the Domain Name account and to abstain from any future involvement with the Domain Name registration;

C. Order Licensee Defendants to reveal the User Identification and Password or whatever information is required to access the OUTLAWSMUSIC.COM Website, and to abstain from any future involvement with the Website;

D. In consequence of Licensee Defendants' contractual breaches, order judgment against Licensee Defendants in a sum yet to be determined;

E. Find that Licensee Defendants have infringed Plaintiff's copyright in the "Full Circle" musical work;

F. In consequence of Licensee Defendants' infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, order judgment against Licensee Defendants and for Plaintiff for statutory damages;

G. Find that Licensee Defendants' infringement of Plaintiff's copyright in the "FULL CIRCLE" work was willful and increase the award of statutory damages to the fullest amount possible, at the court's discretion;

H. Find that Licensee Defendants have infringed Plaintiff's "OUTLAWS" word and icon trademarks;

I. Find that Licensee Defendants, Blackhawk, and Henry Paul Band have engaged in unfair trade practices and unfair competition against Plaintiff Outlawlessness and Band of Outlaws Touring;

J. In consequence of Defendants' infringement of Plaintiff's trademarks, unfair trade practices, and unfair competition, require Defendants to pay to Plaintiff (i) as much as triple the actual damages as Plaintiff has sustained, (ii) Defendants' profits, and (iii) costs of the action.

K. In consequence of the violation of 15 U.S.C. § 1125 (d)(1) the court may order judgment against Licensee Defendants and Defendant Gellman and the Plaintiff may elect (a) actual damages and profits, or (b) statutory damages of not less than \$1000 and not more than \$100,000 per domain name, as the court considers just;

L. Issue a temporary restraining order and injunction enjoining Defendants Paul, Yoho, Anderson, Crain, Threet, and Coleman (the "Licensee Defendants") during the pendency of this action and permanently from use of Plaintiff's "Outlaws" word and graphic or iconic trademarks in any manner, and from selling, marketing, or otherwise disposing or ordering the disposal of any merchandise bearing the Plaintiff's "Outlaws" trademarks or derivative iconic trademarks.

M. Order all Defendants to abstain from discussing, commenting upon, or mentioning in any way Plaintiffs in this action in public, in performances, or in any other venue;

N. Order Licensee Defendants to pay Plaintiffs interest on the damages in an amount the Court deems appropriate;

O. Order an award of Plaintiff's costs and disbursements of this action, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505 and 15 U.S.C. § 1117;

P. In consequence of Licensee Defendants' conversion of Plaintiff's MySpace page, Domain Name, and Website, order judgment against Licensee Defendants in the sum of \$60,000.00.

Q. Order Defendants pay to Plaintiff the costs of this action and reasonable attorney's fees to be allowed to Plaintiff by the Court.

R. Order that Plaintiff have such other and further relief as is just.

Respectfully submitted,

January 5, 2010

Date



David MacTavish

DAVID MACTAVISH
LAW OFFICE OF DAVID MACTAVISH
8N341 THOMAS ROAD
MAPLE PARK, ILLINOIS 60151
630.365.2613
Illinois Bar No. 6270928

Trial Counsel for Plaintiff

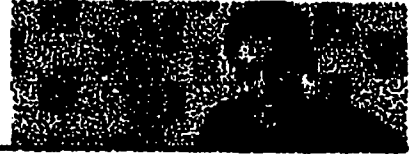
Exhibit A
Plaintiff's "outlawsmusic.com" domain
name original receipt

Thank You | Network Solutions

Page 1 of 2

NetworkSolutions

Thank You For Your Order


[Log In /
Create Account](#)
[Account
Information](#)
[Payment
Information](#)
[Order
Complete](#)

PLEASE PRINT THIS PAGE AS A COPY OF YOUR RECEIPT

Your Login Information

This is your only record of your password

You will receive an e-mail confirmation that your order is complete in approximately 24 hours

User ID: outlaws2006

Password: guitararmy

Start managing your account now by logging in to Account Manager.

[Login](#)

Your Order Summary

Order Number: 222049373

Date: 03/01/2006

Account Number: 29985774

Credit Card: MASTERCARD xxxxxxxxxx7466

Domain Name: outlawsmusic.com

Terms

Your Price
(\$US)

1 Year

\$34.99

+Private Registration

1 Year

\$9.00

Total

\$43.99

For your protection, domain names registered with extensions ending with .com, .net, .org, .info, .biz, .tv, .us, .cc, .name, and .bz, have Domain Protect turned on.

Exhibit B
Plaintiff's Copyright Registration
Certificate
"Full Circle" No. SRu613-669



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form SR
 For a Sound Recording
 UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

SRu613-669



EFFECTIVE DATE OF REGISTRATION

2 22 06
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

"FULL CIRCLE"

PREVIOUS, ALTERNATIVE, OR CONTENTS TITLES (CIRCLE ONE) ▼

2

NAME OF AUTHOR ▼

a Hugh Edward Thomasson Jr.

DATES OF BIRTH AND DEATH

Year Born ▼ 1952 Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
 OR Citizen of USA
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
 Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

MUSIC, WORDS AND SOUND RECORDING

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

b Dennis Sumner

DATES OF BIRTH AND DEATH

Year Born ▼ 1957 Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
 OR Citizen of USA
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
 Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

WORDS

NAME OF AUTHOR ▼

c

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country
 OR Citizen of
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
 Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 2000

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

b Complete this information ONLY if this work has been published.

Month Day Year

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

a Guitar Army Publishing, Inc Southern R.E.B.S. Music
 8095 Shasta St., Webster, FL 33597

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

b Written Assignment

REGISTRATION RECEIVED

ONE DEPOSIT RECEIVED

FEB 22 2006

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-8) on the reverse side of this page.
 • See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE
 Page 1 of 2 pages

EXAMINED BY

JAT

FORM SR

CHECKED BY

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼a. ☐ This work was previously registered in unpublished form and now has been published for the first time.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION

Excluding Material Identify any preexisting work or works from which this work is based on or incorporates. ▼

a

6

See instructions
before completing
this space.**Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / ZIP ▼Mary Thomasson c/o Guitar Army Publishing, Inc
8095 Shasta Street, Webster, FL 33597

b

Area code and daytime telephone number
Email

352-797-6200

Fax number 352-797-6222

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▼

☒ author☐ owner of exclusive right(s)☐ other copyright claimant☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Hugh Edward Thomasson Jr.

Date February 13, 2006

Handwritten signature (to X)

X

Certificate
will be
mailed in
window
envelope
to this
address

Name ▼

Mary Thomasson c/o Guitar Army Publishing, Inc.

Number/Street/Apt ▼

8095 Shasta Street

City/State/ZIP ▼

Webster, FL 33597

• Complete all necessary spaces
• Sign your application in space 81. Application form
2. Nonrefundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit materialLibrary of Congress
Copyright Office - SR
101 Independence Avenue, S.E.
Washington, D.C. 20540-6227Fee is subject to
change. For current
fee, visit the
Copyright Office
website at
www.copyright.gov,
visit the Copyright
Office, or call
(202) 707-9000.

9

*17 U.S.C. § 506(c): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Rev. July 2003—100,000 Web Rev. July 2003 © Printed on recycled paper

U.S. Government Printing Office: 2003-406-802/80,000

Exhibit C
OUTLAWS TRADEMARK TOURING LICENSE
The "License"

OUTLAWS TRADEMARK TOURING LICENSE

This exclusive license agreement (hereinafter called "Agreement"), to be effective as of the date of February, 22, 2008 (hereinafter called "Agreement Date"), is by and between Outlawlessness Productions, Inc., a Florida corporation, and Band of Outlaws, LLC, a Florida limited liability company (collectively Outlawlessness and Band of Outlaws are the "Owner") and musician-vocalist band members Henry Paul, Monte Yoho, Chris Anderson, Billy Crain, Randy Threet, and Jon Coleman (hereinafter, individually and collectively referred to as "Licensee"). In the event Licensee's membership composition should change, the ratification of this Agreement by new Licensee personnel shall be effected through addenda attached to this Agreement.

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1. DEFINITIONS

1.1 The term "Gross" or "Gross Sales" shall mean the entire amount of monies or cash equivalent or other consideration that is paid by unrelated third parties to Licensee with no deductions for costs, expenses, credits, allowances, returns, of any kind.

1.2 The term "Gross Venue Guarantee" shall mean the entire amount of monies or cash equivalent or other consideration that is paid by any business, entity, concert hall, place, location, or setting where Licensee will give a live concert performance with no deductions for costs, expenses, credits, allowances, returns, of any kind, and is to be considered a minimum payment warranty,

1.3 The term "Guarantee" shall mean the amount of monies or cash equivalent or other consideration that is paid by unrelated third parties to Licensee and is to be considered a minimum amount paid.

1.4 The term "Mark" shall mean the trademark and trade name "Outlaws," all logos included in U.S. Patent and Trademark Office Applications Serial Numbers 76096417, 76091576, 76091577, and 76091578, and any logos used on Outlaws' products.

1.5 The term "New Products" shall mean merchandise developed and paid for by Licensee.

1.6 The term "Owner's Products" shall mean merchandise developed and paid for by Owner.

1.7 The term "Parties" shall mean Owner and Licensee.

1.8 The term "Product(s)" shall mean all merchandise such as t-shirts, caps, bags, jackets, and the like, that are adorned with, incorporate, utilize, or are made with the Mark(s).

1.9 The term "Sublicensing Revenue" shall mean all cash, sublicensing fees, royalties, and all other payments or the cash equivalent thereof paid to Licensee by sublicensees of Licensee of its rights hereunder.

1.10 The term "Venue" shall mean any business, entity, concert hall, place, location, or setting where Licensee will give a live concert performance.

1.11 The term "Venue Commission" shall mean the amount of monies or cash equivalent of other consideration that is paid to a Venue for handling the sale of Products prior to, during, and after Licensee's live performances,

1.12 The term "Venue Profit" shall mean the gross amount of monies or cash equivalent or other consideration that is paid by consumers to Venues by sale or other mode of transfer, less the cost of Venue Commission (if any) for handling the sale of Products.

2. GRANT OF RIGHTS

The Owner grants to the Licensee an exclusive, worldwide, right and license to use, market, and offer the Mark(s) for (i) live performances featuring the Licensees, and (ii) the advertising, promotion, and sale of Products to third party consumers. The grant of rights is subject to the Owner's exclusive right to (i) monitor the quality of Licensee's Product(s) and/or service(s), (ii) terminate this Agreement in the event that Licensee fails to uphold the quality of its Product(s) and/or service(s), (iii) periodically monitor the quality of sublicensee's Product manufacturing and/or related services, and (iv) Section 7 Term and Termination.

3. MARKETING EFFORTS

Licensee shall use reasonable efforts to introduce Products bearing the Mark(s) into the commercial market as soon as practicable. These efforts shall include marketing both New Products and Owner's Products at live performances.

4. PAYMENTS AND REPORTS

4.1 Licensee shall pay the Owner royalty fees of

(i) An amount equal to four percent (4%) of the Gross Venue Guarantee, and any amount exceeding the Gross Venue Guarantee, received from live performances, except an amount equal to three (3) percent of the Gross Venue Guarantee that exceeds two (2) million dollars in any one (1) year term of this Agreement,

(ii) An amount equal to four percent (4%) of Venue Net Sales from the sales of New Products at live performances,

(iii) An amount equal to one-hundred percent (100%) of the Venue Profit from the sales of Owner's Products at live performances,

4.2 Licensee shall have its certified public accountant pay Owner all fees due at the same time and manner as Licensee is paid and shall include an accounting of each item sold. Should Licensee fail to make any payment due to the Owner, the Owner may terminate this Agreement. Owner's payments and reports shall be made out to and sent to Owner's counsel, Law Office of David MacTavish, see Section 10 Notification and Addresses.

5. RECORDS AND INSPECTION

Licensee shall maintain or have maintained a correct set of records pertaining to performance revenue and sales of Products by Licensee under this Agreement. During the term of this Agreement and for a period of two (2) years thereafter, Licensee agrees to permit an accountant selected and paid by the Owner to have access during ordinary business hours to the records as are maintained by Licensee as may be necessary, in the opinion of the accountant, to determine the correctness of any report and/or payment made under this Agreement. Licensee shall pay the audit cost in the event that the audit reveals an underpayment of royalty by more than five percent (5%).

6. SUBLICENSES

All sublicenses granted by Licensee of its rights shall be subject to the terms of this Agreement. Licensee shall obtain prior written approval from the Owner, which shall not be unreasonably withheld, prior to entering into any sublicensing agreement. Licensee shall be responsible for its sublicensees and shall not grant any rights that are inconsistent with the rights granted to Licensee and the obligations of Licensee in this Agreement. Licensee shall promptly notify the Owner of the identity and address of each sublicensee with whom Licensee concludes a sublicense agreement and shall supply the Owner with a copy of each sublicense agreement.

7. TERM AND TERMINATION

7.1 Unless terminated earlier, this Agreement shall extend from February 22, 2008, and expire automatically on February 21, 2011, unless the Parties mutually agree to continue the Agreement in full force and effect for additional one (1) year periods. The Parties shall begin negotiations to change any provisions to the Agreement or to continue the Agreement beginning sixty (60) days prior to any termination period, and any provision changes and / or renewals shall be made part of this Agreement in the form of addenda attached to this Agreement.

7.2 If anytime within the first three (3) years of this Agreement the Licensee earns two and one-half (2.5) million dollars in Gross Venue Guarantees, this Agreement will automatically renew for an additional three (3) year term.

7.3 In the event of default or failure by Licensee to perform any of the terms or provisions of this Agreement, Licensee shall have thirty (30) days after receipt of written notice of the default by the Owner to correct the default. If the default is not corrected within the thirty (30) day period, the Owner shall have the right to cancel and terminate this Agreement.

7.4 The Owner shall have the right to cancel and terminate this Agreement in the event that Licensee, whether in whole or individual members, (i) fails to attend scheduled live performances, interviews, public relations events, and the like, (ii) becomes involved in insolvency, dissolution, bankruptcy, or receivership proceedings, (iii) assigns all or substantially all of its assets for the benefit of creditors, or (iv) a receiver or trustee is appointed for Licensee.

7.5 In the event of or at the date of any termination of this Agreement, Licensee shall immediately cease using any of the Marks and all rights licensed to the Licensee shall revert to the Owner.

7.6 The obligations of Sections 5, "Records and Inspections," and 13 "Additional Provisions," shall survive termination of this Agreement.

8. ASSIGNABILITY

This Agreement shall not be assignable or assigned by Licensee.

9. GOVERNING LAW

This Agreement shall be subject to, construed, and interpreted in accordance with the laws of the State of Florida. This Agreement is performable in part in Pinellas County, Florida, and the Parties mutually agree that personal jurisdiction and venue shall be proper in the state and federal courts situated in Pinellas County, Florida, and agree that any litigated dispute will be conducted solely in the courts in St. Petersburg, Florida, or the nearest federal court.

10. NOTIFICATION AND ADDRESSES

Any payment, notice, or other communication shall be sufficiently made or given on the date of mailing if sent to a Party by first class mail, postage prepaid, addressed to the Party at its address below or as the Party shall designate by written notice given to the other Party:

In the case of the Owner

NAME: Mary Thomasson
TITLE: Owner
ADDRESS: 614 72nd Avenue
St. Petersburg Beach
FL 33706

With a copy to:

Note: Owner's payments and payment reports to:

NAME: David MacTavish, Esq.
TITLE: Attorney
ADDRESS: Law Office of David MacTavish
8N341 Thomas Road,
Maple Park, IL 60151
david@mactavish-law.com
630.365.2613
630.365.9012 facsimile

NAME: Sindee Levin, Esq.
TITLE: Attorney
ADDRESS: 149 S. Barrington Avenue #810
Los Angeles, CA 90049
lalaw90049@aol.com
310 440 8778 PH
310 440 0059 FAX

In the case of Licensee:

NAME: HENRY PAUL
TITLE: Band Member
ADDRESS: 2604 S. Highlands Dr.
Nashville, TN. 37221

With a copy to:

NAME: GEORGE CAPPELLINI
TITLE: MANAGER
ADDRESS: 386 Concord St.
Cresskill, N.J. 07626

NAME: Monty Yoho

NAME: Charlie Brusco

TITLE: Band member

TITLE: Manager

ADDRESS: 8100 Champions Cir. # 302
Champions Gate, FL. 33896

ADDRESS: 6925 Sunbriar Dr.
Cumming, GA 30040

11. ADDITIONAL PROVISIONS

11.1 *Mark(s) Use.* Licensee agrees that it may not use in any way the Mark(s) without the prior written consent of the Owner.

11.2 *Confidentiality.* Licensee agrees to maintain this Agreement in confidence. The foregoing obligation of confidentiality shall survive termination of this Agreement.

11.3 *Indemnity.* Each Party shall notify the other of any claim, lawsuit, or other proceeding either related to the Mark(s) or any other legal claim, lawsuit, or proceeding.

Licensee agrees that it will defend, indemnify, and hold harmless the Owner for all damages, fees, and costs from and against any and all claims, causes of action, lawsuits or other proceedings filed or otherwise instituted against the Owner related directly or indirectly to or arising out of (i) the design, process, manufacture, or use by any person or party of the Mark(s), any other embodiment of the Mark(s), or the Products, or (ii) any performance, touring, or travel related act, action, or activity by Licensee.

11.4 *Independent Contractors.* The Parties hereby acknowledge and agree that each is an independent contractor. Neither Party shall be considered to be the agent, representative, master, or servant of the other Party for any purpose whatsoever. Neither Party may enter into a contract, assume any obligation, or give warranties or representations on behalf of the other Party.

11.5 *Reformation.* All Parties hereby agree that if any word, sentence, paragraph, or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement, in a final unappealed order to be in violation of any statute, law, or procedure, the words, sentences, paragraphs or clauses or combination shall be inoperative, and the remainder of this Agreement shall remain binding upon the Parties.

11.6 *Force Majeure.* No liability shall result to a Party by reason of delay in performance caused by circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, war, civil unrest, labor unrest, or shortage of or inability to obtain material as equipment.

11.7 *Counterparts.* This agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11.8 *Entire Agreement.* This document constitutes the entire agreement between the Parties and shall supersede all previous agreements, oral or written, between the Parties with

respect to the subject matter. No agreement or promise bearing on this Agreement shall be binding upon either Party unless it is in writing and signed by the duly authorized officer or representative of each of the Parties.

11.9 *Assistance of Counsel.* The Parties are advised to seek the assistance of independent legal counsel prior to signing this Agreement. If the foregoing accurately reflects the Parties' understanding and agreement, please confirm and ratify this Agreement by signing and returning a copy of this letter to the other Party.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement in multiple originals by their duly authorized officers, representatives, or themselves on the respective dates shown below, but effective as of the Agreement Date.

Agreed to by the following:

Mary Thomas
Owner's Signature
3/17/08
Date
For Outlawlessness Productions, Inc. and
Band of Outlaws, LLC

Henry Paul
Licensee's Signature—Henry Paul
3/10/08
Date
Monte Yoho
Licensee's Signature—Monte Yoho
3/10/08
Date
Chris Anderson
Licensee's Signature—Chris Anderson
3/10/08
Date
Billy Crain
Licensee's Signature—Billy Crain
3/10/08
Date
Randy Threet
Licensee's Signature—Randy Threet
3/10/08
Date
John Coleman
Licensee's Signature—John Coleman
3/10/08

Exhibit D
Plaintiff's Trademark
U.S. Trademark Office TESS Report

[Home](#)[Index](#)[Search](#)[System
Alerts](#)[eBusiness
Center](#)[News &
Notices](#)[Contact Us](#)

Trademark Electronic Search System(Tess)

TESS was last updated on Tue Nov 9 04:27:18 EST 2004

[PTO HOME](#)[TRADEMARK](#)[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICTIONARY](#)[BOTTOM](#)[HELP](#)[PREV LIST](#)[CURR LIST](#)[NEXT LIST](#)[FIRST DOC](#)[PREV DOC](#)[NEXT DOC](#)[LAST DOC](#)[Logout](#)

Please logout when you are done to release system resources allocated for you.

[Start](#)

List At: OR [Jump](#) to record: **Record 96 out of 293**

[Check Status](#)

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)



**Word
Mark**

OUTLAWS

**Goods and
Services**

IC 041. US 100 101 107. G & S: Entertainment services, namely, live performances by a musical band. FIRST USE: 19680601. FIRST USE IN COMMERCE: 19680601

Mark

**Drawing
Code**

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design
Search
Code**

010525 020133 030701 030703 032102 040702 140325 260109 260117 260128
261713

**Serial
Number**

76096417

Filing Date July 26, 2000

**Current
Filing**

1A

Original

Filing 1A

Basis

Owner (APPLICANT) Outlawlessness Productions, Inc. CORPORATION FLORIDA
5139 Cedar Lane Brooksville FLORIDA 34601

Attorney of Record NATALIA UTRERA

Description of Mark The mark consists of a Cow skull surrounded by a rope and entangled by two Rattle Snakes. "Outlaws" at the top.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

PTO HOME	TRADEMARK	TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC						

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[CONTACT US](#) | [PRIVACY STATEMENT](#)

Exhibit E
Licensee Defendants' Waiver of Rights
in "Outlaws" Mark

BAND OF OUTLAWS, LLC
A TENNESSEE PARTNERSHIP
c/o Hugh Thomasson
Outlawlessness Production Inc.
5139 Cedar Lane
Brooksville, FL 34601


May 12, 2005

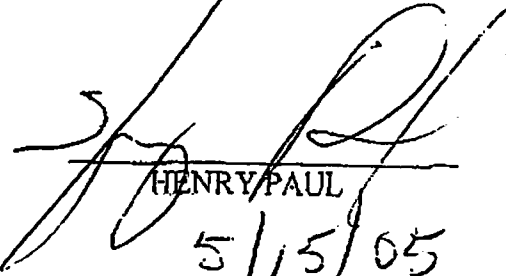
RE: Henry Paul

Dear Henry:

The following shall set forth our understanding regarding your services as a guitarist and vocalist with "The Outlaws".

1. We will employ you during the 2005 calendar year at a performance rate of \$1750.00 per show.
2. You will receive \$35.00 per diem on off days while on tour.
3. At the end of the year you will receive a 30% profit share of net tour income after commissions, legal fees and the books are closed out.
4. You acknowledge that you have no ownership or other interest in the name "Outlaws".
5. You will receive a prorata share of our net royalties for merchandising (including autographed CD's) on which your name and or likeness appears, based on the number of musicians on the particular merchandise. Your prorata share of commissions, legal fees, and artwork will be deducted from your royalties.
6. You will appear at such dates and places the Company may designate for live performances, promotional performances, interviews, photographs and rehearsals.


BAND OF OUTLAWS LLC
5-15-2005


HENRY PAUL
5/15/05

BAND OF OUTLAWS, LLC
A TENNESSEE PARTNERSHIP
c/o Hugh Thomasson
Outlawlessness Production Inc.
5139 Cedar Lane
Brooksville, FL 34601

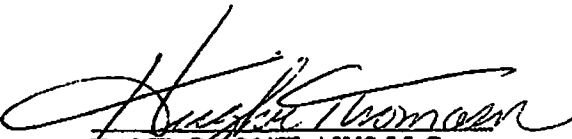
May 12, 2005

RE: Monty Yoho

Dear Monty:

The following shall set forth our understanding regarding your services as a drummer with "The Outlaws".

1. We will employ you during the 2005 calendar year at a performance rate of \$750.00 per show.
2. You will receive \$35.00 per diem on off days while on tour.
3. At the end of the year you will receive a 15% profit share of net tour income after commissions, legal fees and the books are closed out.
4. You acknowledge that you have no ownership or other interest in the name "Outlaws".
5. You will receive a prorata share of our net royalties for merchandising (including autographed CD's) on which your name and or likeness appears, based on the number of musicians on the particular merchandise. Your prorata share of commissions, legal fees, and artwork will be deducted from your royalties.
6. You will appear at such dates and places the Company may designate for live performances, promotional performances, interviews, photographs and rehearsals.


BAND OF OUTLAWS LLC
5-15-2005


MONTY YOHQ
5/15/05

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

RECEIVED

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

I. (a) PLAINTIFFS

Outlawlessness Productions, Inc. and Band of Outlaws Touring, Inc

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

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

Law Office of David MacTavish, 8N341 Thomas Rd., Maple Park, IL
60151; 630-365-2613

DEFENDANTS

Henry Paul, Monte Y. H. Anderson, Billy Crain, Randy Threet, John Coleman, Blackhawk

County of Residence of First Listed Defendant Davidson

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 1125

Brief description of cause:

Trademark infringement, unfair competition, cybersquatting, breach of contract, conversion,

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

1/5/2010

SIGNATURE OF ATTORNEY OF RECORD

David MacTavish

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAJ. JUDGE